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# **GBS Student Protection Plan**

2025 Global Banking School



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# • Related GBS policies

- GBS Complaints Policy and Procedure
- GBS Extenuating Circumstances Policy
- GBS Tuition Fee Refund and Compensation Policy
- GBS Student Terms and Conditions
- GBS Admissions Policy

## 1. External Reference Points

- 2. UK QAA Quality Code 2024 https://www.qaa.ac.uk/the-quality-code/2024
- 3. The Higher Education and Research Act 2017 https://www.legislation.gov.uk/ukpga/2017/29/contents/enacted
- 4. Office for Students: condition C3 and C4 of initial and ongoing registration Student protection Office for Students
- 5. Information Commissioner's Office, Accessed online at: <a href="https://ico.org.uk/">https://ico.org.uk/</a>
- 6. UK Public General Acts, *Data Protection Act 2018*, Accessed online at: https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
- 7. UK Public General Acts, *Equality Act 2010*, Accessed online at: https://www.legislation.gov.uk/ukpga/2010/15/contents



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# Global Banking School Student Protection Plan<sup>1</sup>

## 1. Purpose

- 1.1. To provide a student protection plan for prospective and enrolled Global Banking School (GBS) students that protects students against any material changes to their proposed or current programme of studies.
- 1.2. To provide a student protection plan that is transparent, fair, and accessible following consultation and agreement with students and student representatives.

#### 2. Scope

2.1. The student protection plan applies to all students registered on Pearson programmes at Global Banking School. Other higher education courses offered in partnership with universities or other higher education institutions will follow an established reciprocal arrangement agreed with the relevant partner universities See annex 1 for specific details for each partner.

## 3. Background

- 3.1. The Higher Education and Research Act 2017 requires all Higher Education Institutions to develop, maintain, and regularly review and update a Student Protection Plan that protects students' interests in the case of material change to their programme of study, which may include programme changes, suspensions, closures, or institutional closure. The student protection plan has been developed in line with guidance from the Office for Students. The events which may lead to activation of the student protection plan are (but not limited to):
  - A decision to close GBS due to business failure
  - A decision by GBS to close some or all of its campuses
  - Withdrawal of designation/deregistration by the Office for Students
  - A decision by GBS to close a programme

<sup>&</sup>lt;sup>1</sup> Please note that this Student Protection Statement does not apply to higher education programmes offered at the Global Banking School awarded by university partners (University of Suffolk, Canterbury Christ Church University, Oxford Brooks University and, Bath Spa University). For these GBS partners and associated programmes the Student Protection Plan of the awarding university applies. These are available on the appropriate university website. GBS would work with a partner to agree how to address any issues related to student protection and implementation of the partner's Student Protection Plan should the need arise. There is a bespoke Student Protection Agreement between GBS and Oxford Brooks University.



- Major changes, in year, to programme content
- The unanticipated departure of key members of GBS staff
- Withdrawal of Centre and Programme approval by Pearson
- Industrial action by GBS staff or third parties
- 3.2. The Office for Students requires registered higher education institutions to develop student protection plans and review them regularly as part of ongoing conditions for registration.
- 3.3. The Revised UK Quality Code for Higher Education sets out the Expectation for Quality<sup>2</sup> as:
  - From admission through to completion, all students are provided with the support that they need to succeed in and benefit from higher education.
- 3.4. The Core Practices accompanying this Expectation and relevant to the GBS Student Protection Plan are as follows:
  - The provider has sufficient and appropriate facilities, learning resources and student support services to deliver a high-quality academic experience.
  - The provider supports all students to achieve successful academic and professional outcomes.
- 3.5. The above Expectation and Core Practices are further supported by a QAA/UKSCQA Advice and Guidance publication Enabling Student Achievement which sets out in more detail guiding principles and practical advice that help clarify some aspects related to the GBS Student Protection Plan.

#### 4. Principles informing GBS Student Protection Plan

#### (a) General Statement

4.1. GBS is committed to ensuring its students achieve the best possible academic outcomes from their studies. Occasionally circumstances may arise which mean that unforeseen changes must be made to units/modules or programmes. Provision for such

<sup>&</sup>lt;sup>2</sup> https://www.gaa.ac.uk//en/quality-code/advice-and-guidance/enabling-student-achievement



events is detailed within GBS's Student Terms and Conditions. GBS will activate this Student Protection Plan when there is a serious risk to the continuity of study of students and will operate within the following principles.

# (b) Principles

- 4.2. The following five principles inform GBS Student Protection Plan:
  - Transparent, fair, and accessible policies and processes govern programme closure and changes.
  - This Student Protection Plan recognises that students invest time and personal effort in their studies and need timely dialogue and clarity of options when changes occur.
  - There are clear arrangements for informing and consulting with students about material changes to continuing programme.
  - There are clear arrangements for continuity of provision for students in the event of the closure of a higher education programme.
  - GBS will endeavor to support the wider higher education sector in the event of programme (or provider) failure elsewhere.

#### 5. Measures to Inform and Protect Students

- 5.1. GBS is committed to communicating any material changes in circumstances to students as early as practicable, with clear information and available options. Communication on any such matters will be made to all prospective and enrolled students as soon as any material changes are known by GBS. Material changes include those internal to GBS, any changes to Pearson Programme Specifications made by Pearson as the awarding organisation, matters resulting from registration with the Office for Students, and any other external material changes.
- 5.2. Students should refer to GBS' Student Terms and Conditions for applying to study and enrolling as a student on the Pearson programmes <sup>3</sup>. Prospective and enrolled students

<sup>&</sup>lt;sup>3</sup> At present Global Banking School is an approved Centre of Pearson to operate the HND in Business and the HND in Health and Social Care Practice, HND in Construction Management for England (Construction Design and Build Technician) and HND in



should also be aware of Pearson's conditions for Registration on the programmes. GBS will ensure that its Terms and Conditions and those of Pearson are communicated to prospective students during the recruitment and admissions process, and whilst enrolled as a student. Induction for newly enrolled students at GBS will inform students of these matters.

- 5.3. GBS will take all reasonable steps to minimise any resulting material disruption to services, delivery of the Pearson programmes. Examples of reasonable steps to minimising disruption to students affected by material changes include:
  - Offering affected students, the chance to move to another similar programme of studies.
  - Delivering a modified version of the same programme of studies.
  - Providing assistance to affected students to switch to a different provider to study the same or a similar programme.
- 5.4. GBS is committed to supporting students to make informed decisions about what their best options are in the event of material changes to their programme of studies or wider academic situation. GBS will use all its available resources to ensure that each student has all the necessary information to evaluate changes and make the best, informed decision possible that preserves their academic and professional aspirations.
- 5.5. In the event of any material changes, all enrolled students will be consulted directly in class and through their given e-mail addresses. Information will also be posted on the GBS Virtual Learning Environment (VLE). Prospective students, at any stage of the recruitment and admissions process that have been in contact with GBS will be contacted via their given e-mail address and/or the telephone number they have provided. If contact with either enrolled or prospective students cannot be made in this way, a written letter will be sent to the address that has been provided to GBS.
- 5.6. The GBS Student Protection Plan will be made available to prospective and enrolled students through publication on its website (<a href="https://globalbanking.ac.uk/about-us/policies-and-procedures">https://globalbanking.ac.uk/about-us/policies-and-procedures</a>). This Student Protection Plan will also be made available for

Digital Technologies for England (Cyber Security) programmes. The GBS Student Protection Plan applies to Pearson programmes and any other programmes delivered in partnership with universities will follow the respective partner university's student protection plan. See Annex 1.



all staff using GBS Life and using the VLE for students. Attention will be drawn to the Student Protection Plan during the application process for prospective students, at induction for new students and for returning students at the start of their second year of studies. Any changes or revisions to the GBS Student Protection Plan will also be communicated to students in this way.

# 6. Approval, Development, Revision and Review of the Student Protection Plan

- 6.1. GBS's Student Protection Plan will be considered at Board of Directors and Academic Board where Student Representatives are present. Academic Board is responsible for approval of the Plan and any subsequent revisions as a result of regular review.
- 6.2. The Student Protection Plan will be reviewed on a regular basis, as part of the normal cycle of GBS policy review. The Plan will also be reviewed and revised if there are any additional or new requirements from external bodies, especially the Office for Students.

# 7. Significant Material Change

This section sets out a range of foreseeable risks with associated measures which GBS would adopt should the student protection plan need to be activated.

#### (a) Institutional closure

- 7.1. The possibility of institutional failure by GBS on business grounds will be monitored through a risk management process in accordance with requirements of Higher Education regulatory bodies and any instance of this will be managed in accordance with GBS policies. GBS Strategic Plan 2024-27 includes a risk analysis which is reviewed on a regular basis by the Board of Directors.
- 7.2. If GBS finds itself in a position where it has no option other than to close, it may consider measures, including those given below, to protect the student learning experience and student interests:
  - Where possible, closing in a phased manner, over a period of time that would allow current enrolled students to complete their studies ('teach out') at GBS.
  - In a situation where this is not possible, GBS would explore alternative arrangements such as by transferring students to appropriate/equivalent programmes provided by other higher education providers and/or (where



- appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.
- Explore the possibility of merging with another higher education provider in order to maintain all or part of the current higher education provision.
- GBS will work with the OfS for any measures taken to ensure completion of studies for all affected students.

## (b) Closure of part or all GBS campus(s)

- 7.3. In the event that part or all of one or more GBS campuses is rendered unusable for teaching and learning activities for our students, GBS would consider remedies such as:
  - Relocating the higher education provision to an alternative location. This may, for example, include renting spaces for programme delivery. GBS will endeavour to find premises close to its current premises, where possible and practicable.
  - Rescheduling the timetabled hours to allow all the scheduled teaching to take part in the available facilities. This may include student contact sessions being held outside of usual scheduled teaching hours. Where such an approach is taken, appropriate consultation will be conducted with all students and stakeholders who may be affected and a solution agreed.
  - Delivering part or all the programme through alternative means, such as blended and/or distance learning. Where such an approach is taken, GBS will consider, through consultation, whether this is appropriate for students who would be affected.
- 7.4. In the event of GBS having to close significant parts of one or more of its campuses, it is possible that it would adopt a strategy of employing a combination of the methods outlined above.

## (c) Withdrawal of Course Designation/Deregistration by the Office for Students

- 7.5. In the unlikely event of de-designation/withdrawal of Office for Students Registration of GBS, resulting in the withdrawal of statutory student finance for its programmes (through the Student Loans Company), GBS would take all reasonable steps to minimise disruption to students by, for example:
  - Working with relevant funding bodies to allow enrolled students to complete their year/programme of study.



- Where the above is not possible, supporting students to transfer to the same or an appropriately similar programme offered by other higher education providers and, if appropriate, financially compensating students where they suffer demonstrable, material financial loss because of disruption to their studies.
- Support students by providing any evidence required, such as transcripts, to facilitate the continuation of their studies with another higher education provider.
- Explore the possibility of merging with another higher education provider to maintain all or part of the current higher education provision.

# (d) Closure of Programme of Studies

- 7.6. GBS has procedures in place in the event of a decision being made by Board of Directors to close a current programme of studies. Where this may have a material impact on students, GBS will mitigate the effects by:
  - Ensuring timely communication with all prospective and enrolled students to provide assurance that they will not be adversely affected by this decision and provide assurance that they will be able to complete their studies at GBS.
  - Additionally, arrangements will be made for students who have had approved extenuating circumstances ) or an interruption of studies to complete their studies.
  - Notifying prospective students at any stage of the recruitment and admission process, allowing time for them successfully to apply for the same or similar programme of study at another higher education provider. GBS will support prospective students to find a suitable alternative higher education provider offering the same or similar programme.

## (e) Major In-Year Changes to a Programme Study

- 7.7. GBS aims to deliver programmes in accordance with Programme Specifications supplied by Pearson, or any other relevant awarding body, as published on its website and VLE for the academic year in which a student commenced their programme of study.
- 7.8. In the unlikely event of major in-year changes to the programme studies, due to external changes made by the awarding body, Pearson, or, for example, changes in units of studies on offer made by the GBS, GBS will ensure that:



- Any changes are kept to the absolute minimum necessary to maintain the existing quality of the student learning experience.
- All affected students will be notified and consulted in a timely and appropriate manner.
- GBS will work with its students to ensure that any revised offer is acceptable to them and preserves their interests.
- Where necessary, GBS will allow students the opportunity to withdraw from the programme. In such a circumstance, GBS will support students, if requested, to find an alternative higher education provider offering the same or a similar programme of studies.

# (f) Unanticipated Loss of Key Staff

- 7.9. In the event of key members of staff leaving GBS unexpectedly, GBS will, where possible and practicable:
  - Seek to fill gaps in staffing as quickly as possible, by moving other current members of staff, with appropriate skills and experience, into any vacant post(s) or recruiting externally as quickly as possible, to minimise any disruption.
  - In the event that GBS cannot avoid closing a programme due to the loss of staff the policy as outlined in para 7.6 will apply.

## (g) Withdrawal of Centre or Programme Approval by Pearson

- 7.10. In the highly unlikely event that Pearson withdraws centre or programme approval due to one or more of circumstances such as i) confirmed incidents of malpractice ii) breach of the terms and conditions of Pearson centre or programme approval iii) significant or repeated quality assurance concerns iv) delivery of programmes that are no longer active or recognised by Pearson and vi) lack of confidence in the senior management team, GBS will:
  - Identify providers who offer a similar or equivalent qualification.
  - Provide student's progress record to support credit transfer.
  - Consider a refund of fees and compensation as outlined in the Tuition Fee Refund and Compensation Policy if a suitable alternative provider cannot be found.

#### (h) Industrial Action by GBS Staff or a Third Party



- 7.11. GBS will consult and negotiate with any recognised trade unions. GBS is fully committed to maintaining an effective culture of employee relations and working with employees and/or their representatives to achieve reasonable solutions to matters that may arise from time to time. In the current GBS operation, the risk of industrial action taking place remains low.
- 7.12. It is also possible that GBS and its students may be unduly affected by industrial action by a third party, for instance during a prolonged transport strike. If this, or other industrial action affecting students does occur, GBS will seek to:
  - Ensure that normal operations and services are maintained as far as possible. This
    may also include taking actions outlined in para 7.3 above.
  - Take all reasonable steps to fulfil its responsibilities to students by ensuring that any
    disruption is minimised and students are not, as far as practicably possible,
    disadvantaged in the continuation of their studies. Each circumstance will be
    assessed to respond to any industrial action. This may involve, for example,
    providing learning materials on the VLE to support studies where students may have
    difficulties with attending teaching sessions on GBS premises.

# (i) Providing Support to the Wider Higher Education Sector

7.13. Should the need arise, GBS will work with other higher education providers to help minimise the impact on students of another provider to support the best interests of those students and to protect the reputation of the higher education sector. Support may be in the form of offering advice to another higher education provider and its students or offering to transfer students to GBS programme of studies should there be places available and there is a sufficiently close match with the programme of studies at the other higher education provider.

# 8. Tuition Fee Refund and Compensation Policy

8.1. The GBS Tuition Fee Refund and Compensation Policy is available from our website at <a href="http://globalbanking.ac.uk">http://globalbanking.ac.uk</a>. We advise that the Tuition Fee Refund and Compensation Policy is read in conjunction with our Terms and Conditions and our Admissions Policy, which can be found at the website. The GBS Tuition Fee Refund and Compensation Policy makes provision for:



- Refunds for students in receipt of tuition fee loan from the Student Loans Company.
- Refunds for students who pay their own tuition fees.
- Refunds for students whose tuition fees are paid by a sponsor.
- The payment of additional travel costs for students affected by a change in the location of their programme.
- Commitments to honour student bursaries.
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study.
- Compensation for tuition and maintenance costs where students must transfer programme or provider.
- 8.2. GBS assesses risks associated with students who may not be able to continue their studies resulting from failures by GBS or circumstances outside of our control, such as loss of premises or closure of programmes by Pearson, as low. However, in the eventuality of a low-risk possibility becoming reality, GBS has sufficient cash reserves to cover claims for tuition fee refund or compensation, as stated in our Tuition Fee Refund and Compensation Policy.

#### 9. Responding to Feedback from Students and Staff

- 9.1. Students wishing to provide feedback regarding GBS management of the process of material change, should provide informal feedback wherever possible so that GBS can take account of and act upon any concerns. If this does not prove satisfactory to students, GBS Complaints Policy and Procedure can be used.
- 9.2. Staff wishing to provide feedback regarding GBS management of the process of material change should communicate their concerns to the Chief Executive Officer. Wherever possible, GBS will seek to ensure that any staff concerns are addressed to their satisfaction.

#### 10. Communication with Students about this Student Protection Plan

10.1. GBS will ensure that current and future students are able to access the Student Protection Plan in the following ways:



- a) Through providing the most up to date version of the Student Protection Plan on the GBS website (http://globalbanking.ac.uk).
- b) Through the recruitment and admissions process with prospective students, primarily when invited for interview at the GBS premises. Prospective students will be informed of the Student Protection Plan at interview and referred to the document on the GBS website.
- c) With newly enrolled students at their induction sessions, conducted according to our Student Induction Policy, where reference to the Student Protection Plan will be signposted to students who will be informed where the Plan is available on the website and the VLE.
- d) With returning students, for example, at their induction into the second year of their Pearson programme of studies. Any updates to the Student Protection Plan from the version provided at their induction when first starting at GBS will be referred to and the latest version of the Plan will be available from the website and the VLE.
- e) Staff will be briefed and informed about GBS Student Protection Plan following any revisions to the Plan. New staff will be briefed on the Student Protection Plan as part of their induction to GBS. Staff will be informed that the Student Protection Plan is available from GBS website.

#### 11. Monitoring and Review

11.1. This policy may be amended by GBS at any time. Any issues related to the monitoring and review of this policy, please contact the Governance Team at <a href="mailto:qovernance@globalbanking.ac.uk">qovernance@globalbanking.ac.uk</a>.

## 12. Data Protection and Confidentiality

12.1. GBS is registered with the Information Commissioner's Office as a Data Controller. Details of the School's registration are published on the <u>Information Commissioner</u>'s website. GBS as a Data Controller shall implement appropriate technical and organisational measures to ensure that processing of personal information is performed in accordance with the UK



General Data Protection Regulations (UK GDPR) and under the Data Protection Act 2018 (DPA).

12.2. For Data Protection purposes and compliance matters, please contact <a href="mailto:dpa@globalbanking.ac.uk">dpa@globalbanking.ac.uk</a>.

#### 13. Alternative Format

13.1. This policy can be provided in alternative formats (including large print, audio and electronic) upon request. For further information, or to make a request, please contact the Governance Team at <a href="mailto:governance@globalbanking.ac.uk">governance@globalbanking.ac.uk</a>.



Annex 1 – Overview of arrangements for programmes delivered in partnership with university partner provision.

Partnerships	Arrangements	Links to the Student Protection Plan
Bath Spa University (BSU)	The BSU Student Protection Plan applies to all students studying for a Bath Spa University award at the University and at partner institutions.	BSU Student Protection Plan
Canterbury Christ Church University (CCCU)	The CCCU Student Protection Plan applies to all students studying for the University award at the University and at partner institutions.	CCCU Student Protection Plan
Leeds Trinity University (LTU)	All programmes delivered in partnership with LTU are on teach out. GBS is working closely with the University to deliver the teach-out plan agreed between the two institutions.	LTU Student Protection Plan
Oxford Brookes University (OBU)	The OBU Student Protection Plan applies to all students studying for a Bath Spa University award at the University and at its partner institutions.  GBS and OBU have a joint Student Protection Plan in place. The policy outlines how both institutions will operationalise the OBU Student Protection Plan in close partnership.	OBU Student Protection Plan GBS/OBU Student Protection Plan



University of Suffolk (UoS)	The University of Suffolk Student Protection Plan applies to all students studying for a University of Suffolk award at the University and at partner institutions.	UoS Student Protection Plan
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