



# Central Film School

## Student Protection Plan

### 2022-23

**UKPRN:** 10024024

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### **Student Protection Plan 2022/2023 ("Plan")**

Central Film School ("CFS") is committed to helping you achieve successful outcomes from your studies. However, there may be unforeseen circumstances, often outside CFS's control, which result in changes having to be made to your modules or programmes.

The Student Contract details the relationship between you and CFS and explains CFS's responsibilities and how the programme changes beyond CFS's control are managed.

CFS is committed to communicating any changes to you as early as possible, setting out clear information and options. We will take all reasonable steps to minimise disruption and to enable you to complete your studies as intended. However, where this is ultimately not possible you may, for example:

- be offered the opportunity to move to another programme;
- be offered a modified version of the same programme;
- be provided with assistance to switch to a different provider;
- be offered a financial refund and/or compensation (for cases where it is not possible to preserve the continuation of study or where the study is disrupted) in accordance with our Refund and Compensation Policy (see below). In the event of any conflict between this Plan and our Refund and Compensation Policy then this Plan will apply.

Where you are required to transfer programme or move to another campus, there may be implications for your student finance arrangements. If you are affected, CFS' Head of Finance & Operations or a delegated staff member will contact you and provide detailed information, advice and guidance based on this Plan, the [Student Contract](#) and the [Refund and Compensation Policy](#), taking account of your individual circumstances.

Where decisions are required on individual or collective circumstances, brought about by certain events outlined in this Student Protection Plan, the School will convene the Academic Board, consisting of senior staff, members of the Board of Directors and Student Representatives, to assess the circumstances and recommend action to be taken. You will be informed of the timing of this committee meeting and any decisions taken within two working days of the completion of the committees' assessment.

The Higher Education and Research Act 2017 requires CFS to have a Student Protection Plan to protect your interests and detail the steps we would take where significant material changes had to take place affecting the quality and/or continuation of your study, such as (but not limited to):

- disruption of CFS programme delivery;
- the unanticipated departure of key members of CFS staff;
- the cessation of programme delivery, likely cessation, or change of delivery mode;
- major changes in the year to programme content;
- suspension and/or revocation of CFS's Tier 4 Sponsor Licence;
- changes to the regulatory framework affecting a specific programme and loss of accreditation from regulatory bodies;
- a decision to close CFS or a campus or site for delivery of CFS programmes had been taken;
- loss of access to student loans facilities;
- loss or restriction of the arrangements for validated or accredited provision

This Plan applies to students studying at a CFS campus in England. We will review this plan at least annually, in consultation with Student Representatives, and update and amend as required. We also reserve the right to amend this Plan from time to time based on legal or regulatory change affecting you or us or best practice in the higher education sector.

CFS does not accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this Plan. The only foreseeable loss will be covered by CFS.

It is important to note that whilst CFS will plan for a wide range of scenarios, many of these are very unlikely to happen. CFS undertakes risk assessments in each department and regularly reviews them. There are processes to escalate risks through CFS's governance structures to ensure that interventions to mitigate them

take place. CFS assesses the risk of the occurrence of the material changes listed above to be low because of a mix of its financial stability and business planning. The following section details the likely steps that would be taken in the unlikely event that any of these significant material changes occur.

## **Working with you – advice and guidance**

Where we anticipate changes which will affect your studies we are committed to:

- Letting you know as soon as possible
- Where appropriate work with CFS student representatives to discuss the changes
- Providing you with advice and guidance on the proposed changes and the options that you have
- Applying, where relevant, our Refund and Compensation Policy

## **Risk Levels**

CFS carries out an annual assessment to decide how likely significant material changes, that may impact the continuation of the business and/or the academic delivery of a programme, are to occur. From this, a Risk Register is created, which is maintained and updated by the CEO and Head of Finance & Operations. Under each heading, we have indicated how likely the event is to occur by assigning it a Risk Level. Risk Levels can be **High** (likely to occur during the academic year), **Medium** (unlikely to occur during the academic year) or **Low** (very unlikely to occur during the academic year)

### **Significant Material Change:**

#### **1. If there is a disruption to CFS programme delivery**

**Risk Level:** Low

Where there is a disruption to programme delivery, we will normally consider whether it is practicable to make changes to delivery, rather than closing or suspending the affected programme. The actions we will take to minimise disruption may include:

- temporary short-term suspension of programme delivery (e.g. where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate the impact on you);
- changes to the delivery location or method,
- changes to the staffing of a programme, including the recruitment of alternative staff, where appropriate;
- offering you the opportunity to transfer to an alternative programme;
- providing reasonable support to you to access a programme run by another provider, including making arrangements for the transfer of your credits and information about your academic progress.

CFS's Business Continuity Plan covers other mitigating actions affecting business continuity, such as acts of terrorism and damage to buildings or equipment.

#### **2. If key academic staff involved in delivering a programme are unavailable: Risk Level: Medium**

This may happen as a result of long-term sickness, death or leaving CFS. Where

possible we will:

- replace staff with minimal disruption to your studies
- seek to fill gaps as quickly as possible, by assigning responsibility to other current members of staff with appropriate skills and experience or recruiting externally, to avoid disruption;
- where CFS cannot avoid closing a programme, the policy as outlined in 1 above will apply.

**3. If we need to make major in-year changes to the content of your programme: Risk Level: Low**

Our terms and conditions permit the School to make reasonable, usually minor, changes to programme content to enhance your programme and your overall experience at the School. This process is transparent and involves Student Representatives at the proposal and approval stages. It is unlikely that unpredicted, major changes (such as, but not limited to, change of course title, change of award outcome or change of the awarding body) will be required on a programme, due to the nature of the Collaborative Agreement with our awarding body - Falmouth University. We will use all reasonable endeavours to deliver your programme in accordance with its description in our prospectus and on our website for the academic year in which you began your programme. However, in the event of major in-year changes to programme content, we will ensure that:

- we consult with students throughout the decision-making process
- we restrict changes to the minimum necessary to achieve the required quality of experience, and you are notified and consulted with as appropriate;
- we work with you to ensure the offer is still acceptable;
- where necessary, you have the opportunity to withdraw from the programme;
- where required, you are offered reasonable support to transfer to another programme at CFS, or to another provider.

**4. If we cease delivering a programme (or if this were to become likely) or change its delivery mode:  
Risk Level: Low**

We have established and tested procedures in place in the event of the suspension/closure or change of delivery mode of a programme of study. Where there is a material impact on you, we will mitigate the effect by communicating with you, to provide assurances that you will not be adversely affected by the decision and that you will be able to complete your studies.

Wherever possible we will enable you to complete your programme of study (what we call 'teaching out'). In doing this we will carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible.

Where it is not possible to reach out then we will consider whether there are options for you to change programmes at CFS or to transfer to complete your programme at another institution.

We will undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.

If you have applied for a CFS programme, but have not yet enrolled, you will be notified (in accordance with UCAS deadlines where appropriate) in time for you to source an alternative suitable programme, where relevant, at CFS. We will provide you with support and advice in these circumstances.



**5. If the programme you are enrolled on loses its validation with the awarding body: Risk Level: Low**

If your programme loses its validation with our awarding body, we will consider measures to protect your student experience, such as:

- offering you the chance to move to another programme;
- delivering a modified version of the same programme;
- providing assistance to you to switch to a different provider who has the relevant accreditation.

**6. If our Tier 4 Sponsor Licence is suspended or revoked: Risk Level: Low**

If our Tier 4 Sponsor status is suspended, we will take all reasonable steps to minimise disruption to you by, for example:

- working with UKVI to allow you to complete your year of study or programme; • allowing you to enrol and commence your studies if you are already in receipt of a visa based upon an allocated CAS from CFS;
- offering you the opportunity to postpone your application pending the resolution of the suspension (if you have not already commenced your travel to CFS).
- If our Tier 4 Sponsor status is revoked, we will take all reasonable steps to minimise disruption to you by, for example, assisting you to switch to an alternative sponsor.

**7. If the OfS (Office for Students) removes CFS from the register, which will remove your eligibility for student funding, we will take all reasonable steps to minimise disruption to you by, for example: Risk Level: Low**

- working with the OfS to allow you to complete your year of study/programme;
- where the above is not possible, helping you to transfer to an appropriate programme at another provider;
- where appropriate, providing you with financial compensation if you can demonstrate to us that you have suffered financial losses due to the disruption to your studies;
- assisting you by providing evidence/letters/statements in support of the continuation of your studies;
- merging with another institution to maintain all or part of CFS's current provision;

**8. If part or all of the campus (or other CFS study location) closes: Risk Level: Low**

Where we have to close part or all of the campus (or other study location), or if it becomes unusable for student activity, we will typically consider remedies such as:

- relocating provision to an alternative suitable location. This may include hiring spaces for programme delivery (where possible) and/or obtaining additional suitable spaces at CFS's campus or other locations;
- revising the timetable to allow all of the scheduled teaching to take part in the available facilities. This may include student contact sessions delivered outside of normal office hours. Where we take this approach, we will consult with you and undertake equality impact assessments to assess the effect on

- students with different needs, characteristics and circumstances.
- delivering programmes or parts of programmes via different delivery modes, such as part-time study. Where such an approach is taken, we will consider carefully whether it is appropriate for the enrolled students who would be affected.

**9. If CFS ceases operating (institutional failure):**

**Risk Level:** Low

Institutional failure would be monitored in accordance with all higher education regulatory body requirements and any likelihood of this is identified and carefully managed through CFS's risk management procedures. Where we have no option other than to cease operating, we would consider measures to protect your student experience, such as the following:

- where possible, closing in a gradual way, over a period that would allow you to complete your studies at the School;
- Where the above is not possible, helping you to transfer to an appropriate programme at another provider and,
  - where appropriate, providing you with financial compensation if you can demonstrate to us that you have suffered financial losses due to the disruption to your studies;
  - merging with another institution to maintain all or part of CFS's current provision.
- where the above is not possible, the Finance & Commercial Committee will be convened to assess individual and collective circumstances under which compensation may be offered to students;

In the event that any of the above scenarios occur, or if you are a student studying directly at CFS and, for any other reason not outlined in the Plan which has been caused by our omission or fault, you are unable to reasonably continue your studies, then our Compensation and Refund Policy will apply. For the avoidance of doubt, you are not able to obtain redress under both this Plan and our Refund and Compensation Policy ("Policy"). In some instances you might be given a choice between accepting redress under either this Plan or the Refund and Compensation Policy, in which case you will be able to opt to accept redress under **either** this Plan or the Policy, but not both.

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