

## Student Protection Plan

Provider's name: Mountview Academy of Theatre Arts

Provider's UKPRN: 10004450

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### Student protection plan for the period 2018/2019

#### **1. An assessment of the range of risks to the continuation of study for your students, how those risks may differ based on your students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise**

The range of risks to continuation of study include; Mountview failure, course closure, which affects all students equally and the loss of Mountview's Tier 4 licence which would impact our international students.

##### 1) Mountview closure

The risk that Mountview as a whole is unable to operate is very low due to our continued strong financial performance demonstrated through healthy operating cash flows generated, cash reserves held, banking covenants satisfied with sufficient headroom, supported by short, medium and long term financial and business planning. Mountview's has in place a risk register, which is regularly updated and reviewed by the Executive team and quarterly by the Board of Trustees. The risk register identifies the key risks, the potential impact on operations at Mountview, the likelihood of those risks occurring and the mitigating actions being taken. "Our reserve and risk management policies are detailed in our published financial statement available on our website".

There is a low risk of our building failing, particularly given that it is a brand new facility. If we were not able to use part of our building with its associated teaching facilities, we would seek to accommodate teaching in other areas of the building, which may have the effect of lengthening the teaching day. If specialist-teaching facilities were affected, we would talk to our theatre networks, local partner colleges, and associated businesses to see how this teaching could be delivered on their premises and we would support students in accessing these alternative venues.

##### 2) Loss of our Tier 4 licence

The revocation or suspension of a licence is the potential end-point of an investigation and sanctions process, with varying impacts for applicants and students. The form and duration of that process, and therefore its implications for non-EEA applicants and students, depends upon the seriousness of any suspected breach of sponsorship duties. Mountview has processes in place to maintain its Tier 4 licence and further explanatory details are given in Section 2.

##### 3) Course closure

Mountview's procedure for closing courses takes account of the need to safeguard the interests of any students on the course(s) being withdrawn and the interests of applicants. In practice, our approach to course closure is to cease to recruit new students and to teach out continuing students. The risk of non-continuation of study is very low.

##### 4) Course changes

Mountview's complies with consumer protection legislation and endeavours at all times to keep any changes to courses to a minimum and to keep students and applicants informed appropriately. However, some changes, for example to courses, facilities or fees may become necessary due to legitimate staffing, financial, regulatory and academic reasons. The measures in place to mitigate this are detailed in Section 2.

## **2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise**

### **1) Course closure**

Mountview's procedure for closing courses takes account of the need to safeguard the interests of any students on the course(s) being withdrawn and the interests of applicants, and of the need to ensure that relevant departments within Mountview are informed of the decision. In practice, our approach to course closure is to cease to recruit new students and to teach out continuing students. If there are students on the course to be closed there are early and on-going discussions with them to inform them of the plans, the measures that will put in place to safeguard their educational experience, and the options that are open to them (including course transfer). Care is also taken to communicate with applicants who are offer holders.

### **2) Course changes**

Our course and module update process is structured such that the interests of students and applicants are protected when introducing course changes. Our practice is to introduce material course changes in consultation with and approved by UEA, which are aligned with prospectus production to ensure consistency of information about course descriptions in our advertising materials (hard copy prospectus and website). If any changes are to be introduced for new cohorts that vary from published information then applicants will be informed by email ahead of their application deadline.

In the rare event that Mountview should introduce substantial changes during a course of study, or after the application deadline, students and applicants would be informed at the earliest opportunity. If Mountview proposes to make other material changes during a course of study or after the application deadline, noting that the origin of such change tends to be a response to student feedback and in seeking to improve the course, the views of students and applicants will be sought. Substantial changes would include for example the introduction or discontinuation of a module, a significant change in the way in which the course is taught or assessed, the merger of courses or the major restructuring of a course or a change in location. Mountview in dialogue with UEA will then consider how best to proceed taking into account all responses and will determine whether or not to proceed as proposed, or to proceed with a modified proposal and will communicate with all students and applicants accordingly.

### **3) Loss of specialist staff**

The risk that we are no longer able to deliver material components of our courses is low. The nature of our specialist conservatoire training is such that we have large networks of freelance specialist practitioners who regularly teach on our courses. Our London location also enables us to have a wealth of theatre practitioners in contact with us seeking to work with our students. In the event that permanent staff were to leave Mountview or become otherwise unavailable to teach, our approach would be to draw upon our existing freelance specialists to deliver the module.

### **4) Placements**

We work with a number of placement providers and where Mountview sources the placements there is a low risk that a placement provider will not be found for a planned placement at a particular time. In the event this were to happen, we would source an alternative placement for the student and this may be with an alternative placement provider.

### **5) Matters outside the University's control**

There is a risk that matters outside Mountview's control, which could not have been foreseen or prevented even if reasonable care had been taken might disrupt the delivery of courses. This includes (but is not limited to) strikes or other industrial action (within the University or at third parties), staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic of disease, or failure of public utilities or transport systems. Mountview would endeavour to mitigate the impact of such matters on a student's studies but shall not be liable for any loss arising from them.

### **6) Loss of our Tier 4 licence**

Mountview has provisions in place to ensure it meets the requirements of UK Visas and Immigration and can maintain a Tier 4 licence. These provisions are set out below:

- A Certificate of Acceptance for Studies (CAS) will be given to applicants from non-EEA countries who have unconditional offers, the staff making these decisions are trained and experienced. Applicants for postgraduate courses pay tuition fees in full in advance of the course start and undergraduate applicants pay for the first year of the course in advance.
- We work closely with applicants to ensure the information on the CAS is accurate to aid the visa approval process.
- On registration, we enrol all applicants holding visas and undertake a number of checks to ensure their visa is correct, their qualifications are genuine, and that they have the right to study in the UK before they are registered as a student.
- We monitor the attendance and engagement of all students and so can ensure those on visas are actively participating in their studies. We withdraw our sponsorship of students who are in breach of the conditions of their visa.

These steps minimise the likelihood of Mountview's licence being suspended or revoked. However, it is helpful to understand the impact on students should this happen and this is detailed below.

#### Revocation or suspension

The revocation or suspension of a licence is the potential end-point of an investigation and sanctions process, with varying impacts for applicants and students. The form and duration of that process, and therefore its implications for non-EEA applicants and students, depends upon the seriousness of any suspected breach of sponsorship duties.

#### Initial Actions

An isolated or minor breach, if proven, will normally result in an action plan being agreed, or imposed, by the Home Office. While the action plan remains in place, the Home Office may apply any limitations to a sponsor's licence it considers appropriate. For example, limiting the number of CAS that can be assigned (including to zero). Mountview will appear on the government website displaying the Tier 4 Register of Sponsors with a note that it is 'Subject to an Action Plan'. Mountview is expected to keep students fully informed of how the action plan may affect them.

If Mountview has a zero CAS allocation, but an applicant or student already has a CAS, they will be able to use that CAS to make a Tier 4 application in the normal way. Students who already have a valid Tier 4 visa sponsored by Mountview will be able to continue with their studies, and they may enter or re-enter the UK on their existing leave. However if a student or applicant requires a new CAS in order to apply for Tier 4 leave they will not be able to obtain one.

If the action plan is successfully completed and no other issues are identified, the Home Office will lift the action plan and decide on Mountview's new CAS allocation. This may be lower than the allocation held before the action plan was imposed. If some concerns remain, the Home Office may decide to extend or vary the action plan as well as any licence restrictions, depending on the nature of the remaining concerns. If the action plan is not successfully completed or further issues or breaches are identified, then the Home Office action will be escalated. At this point, an initially minor breach will be treated in the same way that a serious breach would and while there will be a very short period of consultation between the Home Office and Mountview a suspension or revocation of our Tier 4 licence is much more likely.

#### Revocation of Tier 4 licence

If the Mountview's licence is revoked it will be removed from the Tier 4 Register of Sponsors. Generally a ban will last for two years, unless there are exceptional circumstances, but the Home Office can decide to impose a shorter ban. Any ban commences almost instantly.

The Home Office might choose to allow Mountview to continue teaching Tier 4 students for a certain period. The maximum period for this is six months or to the end of the academic year, whichever is the longest. If the academic year ends on different dates for different students, the Home Office will consider each student's case on an individual basis. Whether or not Mountview can continue teaching

Tier 4 students, even for a short period, depends on a number of factors, including the reasons for revocation of the licence.

By the end of the permitted period of additional teaching any student with a Tier 4 visa will either have their visa curtailed or will need to transfer to another institution. Students may find a new sponsor and apply for further leave to remain during this period and Mountview would be expected to help students with that transfer process.

**3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study**

Our Refund and Compensation Policy can be found [here](#).

Trustees have approved a business plan for operations at the new premises which will enable general reserves of £2 million, equivalent to three months future operating costs, to be built over the medium to long term.

**4. Information about how you will communicate with students about your student protection plan**

We will publicise the provisions of our student protection plan to current and future students by including it on our website, which is referred to in all our admissions correspondence. This is the location for information on fees, additional course costs and terms and conditions.

Staff are trained and aware of consumer protection obligations when communicating with applicants and students and our processes for course update and course closure protect the interests of applicants and students.

Our Student Protection Plan will be annually reviewed by our Executive Working Group alongside consultation with student reps.

If the risk of non-continuation of study materialises we will inform students and applicants at the earliest opportunity and discuss options with them. The options would include for example, the transfer to another course of study or a supported transfer to an alternative provider or a concession to vary module choice from that published in the degree profile.