

HE - Programme Changes and Closure Policy

Lead: Head of Higher Education	Status: Approved
Version: 1	Date of Version: 21 September 2023
Approving Body: Executive Team. Higher Education Quality and Standards Committee	Supersedes: N/A
Approved on: 24 October 2023	Next Review date: 21 September 2024

Equality analysis tool¹

1.	Is the policy relevant to the public sector equality duty?	No
2.	Have any concerns previously been raised about this policy or practice?	No
3.	Is likely to result in discrimination against a protected group?	No
4.	Does this policy positively contribute to the participation of under-represented groups in the College's activities?	No

Version Control

Version	Date	Change(s)

Access

Location	Website
Service Centre	
Document Centre	
Public Website	

Communication

Medium	Audience
Higher Education Quality and Standards Committee	All staff who are responsible for the delivery of Higher Education. All Higher Education students.

¹ If the answer to any of these questions is yes, please complete the Screening Template provided and include as an Appendix to your policy.

HE - Programme Changes and Closure Policy

1 Scope

This policy applies to all students on Higher Education programmes at the Heart of Yorkshire Education Group (the Group). The Group is dedicated to support each individual student to accomplish the best conceivable academic result from the period of their studies. In the unlikely event that unforeseen changes have to be made to modules/units or programmes of study, the subsequent policy safeguards that students' interests are protected in the event of a programme change and closure.

2 Responsibilities

The Head of Higher Education has overall responsibility for the implementation and knowledge of the policy. This is supported by the Group Executive Director – Curriculum and Quality. Heads of Curriculum/Programme Leaders are responsible for ensuring that the content of the policy is clearly communicated to all staff involved in Higher Education programme delivery and management. In the absence of the Heads of Curriculum/Programme Leaders it is the Curriculum Development Managers responsibility. Programme Leaders have the responsibility for communicating the policy to all learners.

3 Purpose

The purpose of the policy is to protect the student experience and support each individual student to accomplish the best conceivable academic result. This includes the expectations of consumer law compliance as expressed through the Competition and Markets Authority (CMA) guidance. The policy applies the measures expressed through the Office of Independent Adjudicators (OIA) including, where appropriate to the College, the 'good practice framework'. The policy also includes aspects of the Public and Health Service Ombudsman's Principles of Good Administration.

4 Risk

The impact of non-compliance would possibly generate an unsatisfactory learning experience. Depending on individual circumstances students would be within their legal right to seek advice and take further action via the OIA and CMA.

5 Changes to Your Programme

5.1 Withdrawal of a programme prior to enrolment

The Group requires a minimum of 10 students to be enrolled on a programme to make that programme viable and if there are insufficient numbers, the Group reserves the right to cancel that programme. If the programme has less than 10 students, the programme may still be deemed viable. The Group reserves the right to make that decision prior to enrolment. If you have received or accepted an offer for any programme which is subsequently cancelled by the Group for this reason, the Group will notify you as soon as is reasonably possible and will use reasonable endeavours to provide advice and guidance to facilitate your progression to an alternative programme, either at the Heart of Yorkshire Education Group or another provider. In such cases, you will be refunded any annual programme tuition fees and any other sums that you have paid in advance. Consequently, any Learning Agreement that has been signed will be cancelled.

5.2 Programme changes after enrolment

The Group undertakes a continuous review of its programmes, services, and facilities to ensure continued quality provision and, as a result, sometimes needs to make changes to its programmes, services, and facilities (including but not limited to between the point of offer and enrolment). The Group therefore reserves the right to make changes to the Contract, including, but not limited to: curriculum updating as a result of sector changes; changes in delivery staff specialisms; changes in timetable, location, number of classes, content, or method of programme delivery; changes resulting from awarding body requirements or required to address changes in applicable legislation.

The Group will notify you of any such changes and any alternative arrangements within the Group which are introduced as a result of such changes. In the event of a possible programme change, the Group will undertake suitable consultation with students where it proposes to make a change to a programme that materially changes the outcomes of, or a large part of, a programme (such as a major change to the curriculum). If the Group makes such a material change (in the Group's reasonable opinion) which a student reasonably believes will prejudicially affect them, they may either cancel the Contract and withdraw from the programme without any liability to the Group for tuition fees for the current academic year (where the fees are paid directly to the Group) or transfer to such other programme (if any) as may be offered by the Group for which a learner is qualified.

5.3 Withdrawal of a programme after enrolment

If after a learner has enrolled as a student of the Heart of Yorkshire Education Group, the Group is forced to discontinue a programme as a result of a 'Force Majeure Event' (defined as; any act or event beyond the Group's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the 's employees), fire, flood, storm and national emergencies), the Group will notify learners as soon as possible and use reasonable endeavours to transfer learners to a suitable replacement programme for which they are qualified. If a learner is unhappy with the replacement programme provided by the Group, or if the Group is unable to provide a suitable replacement programme, a student may cancel the Learner Agreement and withdraw from the programme without incurring any further liability for tuition fees (where your fees are paid directly to the Group) and he/she shall be entitled to a refund of all tuition fees paid to date.

Any learners who at the time of a programme being withdrawn have suspended studies or intercalated will be notified as soon as possible and the College will use reasonable endeavours to transfer learners to a suitable replacement programme for which they are qualified once they return to their studies. If a learner is unhappy with the alternative programme provided by the Group, or if the Group is unable to provide a suitable replacement programme, a student may cancel the Learner Agreement and withdraw from the programme without incurring any further liability for tuition fees (where your fees are paid directly to the Group) and he/she shall be entitled to a refund of all tuition fees paid to date. If a learner chooses to cancel the Learner Agreement (and withdraw from the programme) the Group will use reasonable endeavours to assist them in finding an alternative comparable programme with another Higher Education provider in the UK.

Please also refer to the Student Protection Plan and Refund and Compensations Policy in the result of the event of **5.1, 5.2, or 5.3.**