



Student Protection Plan 2021/21

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1. Annex D: Template for a student protection plan

Provider's name: NMITE

Provider's UKPRN: 10067406

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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

2. Introduction

As an aspiring new provider of higher education, whose award is validated by The Open University, NMITE are required to publish a Student Protection Plan (SPP) which sets out how it will ensure that the quality of study will be maintained and students can continue to study even if NMITE, part of the estate or a specific course closes.

This SPP is specific to NMITE's individual circumstances and sets out the measures put in place to protect its students if a risk to the continuation of current or planned studies should arise due to NMITE's failure or as a result of a decision it takes.

3. Scope

This SPP applies to all students registered with NMITE. The SPP will aim to provide reassurance to our students in the event they are unable to complete their studies with NMITE as a result of an NMITE failure or decision.



This SPP does not cover risks to students' continuation of study due to students' own circumstances (e.g. due to personal reasons).

NMITE has several policies and procedures in place to support students who have difficulty continuing study as a result of personal circumstances.

4. Commitment from NMITE

- 4.1 NMITE will make the following commitment to its students regarding notification and mitigation against a potential failure / closure.
- i. being open and transparent in our communications with you, should any risk to the continuity of your studies materialise;
 - ii. taking reasonable steps to protect your studies should we discontinue or substantially change a qualification on which you are registered or enrolled;
 - iii. taking into consideration your needs and the impact that any proposed changes and protective measures may have on you;
 - iv. be open and transparent as to how your fees are spent, and how we could mitigate against failure through review and consolidation
 - v. inform both the OfS and the Open University (NMITE's validating partner) of any changes that may necessitate a review of the SPP or any of the measures contained within it.
- 4.2 The following information outlines NMITE's assessment of the range and level of risks to the continuation of study for our students.

Potential risks:

5. The risk that NMITE is unable to operate

Level of risk: MEDIUM

- 5.1 The likelihood of students not being able to continue with their studies at NMITE as a result of this risk is judged as MEDIUM due to the recognised risks associated with start-ups, particularly in their first few years of operation. These risks are primarily financial in nature, however, NMITE are confident that the rigorous approach that continues to be taken towards financial planning and management (including continuous audit and scrutiny by external bodies by the DfE among others), in conjunction with business continuity/disaster recovery planning and a realistic and incremental approach to student number planning, serve to mitigate these risks and hence why the likelihood of this risk is judged to be Medium rather than High.
- 5.2 The background information and evidence to this assessment is provided in Section 2 (below), and in the Draft and Highly Confidential Business Plan submitted to the OfS as Appendix 2.



6. The risk that NMITE is unable to deliver its programme due to closure of its site or individual buildings

Level of risk: LOW

- 6.1 The likelihood of students not being able to continue with their studies at NMITE as a result of this risk is judged as LOW for the following reasons.
- 6.2 Although the impact of a closure of a building or a site could normally be high, the layout of NMITE's estate is dispersed – so although nothing is further than a 10-minute walk away, buildings are not physically linked (either literally or via IT provision) and as such extraneous factors such as fire or flood would only ever be likely to affect one part of the estate. As such, the opportunities to relocate students to other buildings/areas – including those of our local industrial and academic partners – are realistic. NMITE are actively engaging in discussions with these partners to agree contingency plans for such risks.
- 6.3 Similarly, all the buildings that NMITE is taking into its estate are being re-purposed and equipped to ensure they are fit-for-purpose for our students prior to them ever being used for any student-related activities. As such, the likelihood of NMITE needing to close any area of its own volition – unless as a direct and immediate response to ensuring the safety and wellbeing of students and staff - are very low.
- 6.4 The detailed contingency plans for all learning spaces are included as part of NMITE's Business Continuity Plan.

7. The risk that NMITE is unable to deliver its programme due to IT infrastructure failure

Level of risk: LOW

- 7.1 The likelihood of students not being able to continue with their studies at NMITE as a result of this risk is judged as LOW for the following reasons.
- 7.2 NMITE's IT infrastructure is not subject to any legacy hardware issues and as such is not modelled on a traditional university infrastructure where there are often a variety of servers/client devices/a LAN/WiFi estate and the like – and as a result we are able to take advantage of the latest client developments for the benefit of our students and staff. NMITE is part of the Microsoft Office 365 suite, Cloud-based, and with fully diversely resilient internet connections. This eliminates the need for ongoing support and upgrade at a local level, and to protect servers to reduce the risks to the IT infrastructure. Access eligibility by users is verified in real-time and users can connect anywhere – physical location of either people or hardware is not an issue. As a result, NMITE's IT infrastructure is not put at risk by local-level activity or damage to buildings or equipment. The reliance on Microsoft is recognised however and is being analysed and responded to in NMITE's IT Disaster Recovery Plan.
- 7.3 In addition, the very practical and work-based learning style of NMITE's MEng programme means there is a far lower reliance on IT infrastructure than would often be the case with many traditional programmes of study. Students will also always have staff with them throughout the working day (Monday to



Friday inc.) which in turn means that they would have access to support and advice – and, if necessary, the ability to rearrange/reorganise the order of their studies – if any IT issues did ever arise.

8. The risk that NMITE is unable to deliver its programme due to organisational restructuring

Level of risk: LOW

- 8.1 The likelihood of students not being able to continue with their studies at NMITE as a result of this risk is judged as LOW due to the fact that the creation of the infrastructure at NMITE is centred upon being able to deliver the MEng programme to a high standard and provide a high-quality student experience for all NMITE students.
- 8.2 Whilst it is entirely appropriate that organisations in receipt of public monies regularly review and monitor staffing structures to ensure best 'fit' and Value for Money, and in turn make adjustments accordingly, the sustainability of the programme and the wellbeing of students take priority. Similarly, as a new provider of higher education, NMITE does not have any legacy issues that would warrant radical restructuring

9. The risk that NMITE students will be unable to complete their programme due to concerns regarding academic quality and standards

Level of risk: LOW

- 9.1 The likelihood of students not being able to continue with their studies at NMITE as a result of this risk is judged as LOW.
- 9.2 As a new provider of higher education, the level of scrutiny given to the academic quality and standards of our proposed programme is very high – both as part of the Validation process and within the Registration process with the OfS (via the Quality and Standards Review (QSR)). NMITE's QSR took place in November 2019, providing assurance that all the outcomes specified by this quality audit, in line with the UK Quality Code, are confirmed as "Met".
- 9.3 Externally, the Validating body, the Open University, will continue to have a high level of oversight of NMITE's MEng, particularly at the outset, with both External Examiners and the ratification of marks awarded to students being managed very closely by them.
- 9.4 Internally, NMITE have an academic governance structure in place to ensure that rigorous academic standards are upheld throughout, and to assure the Board of Trustees of the quality of the NMITE curriculum, teaching and learning, in accordance with the programme content and methods of delivery that have been Validated.
- 9.5 Each element of the programme already has an identified academic 'lead' accorded to it, plus a named deputy who would be able to takeover should it become necessary as a result of illness or other unexpected absence of the primary academic lead. As such the continuity of leadership, and hence the



quality and standards, of each module should not be compromised or student adversely affected.

- 9.6 In addition, the Academic Registrar will monitor and provide regular reports to the Executive on student feedback – received by both formal or informal mechanisms to ensure that concerns or issues are identified and addressed swiftly. The intentionally low student number forecasts for NMITE’s first years of operation, coupled with a very positive staff:student ratio and very high contact hours (the latter being akin to a working week rather than those more usually associated with standard higher education programmes) will facilitate agility and responsiveness in all aspects of the student experience.

10. The risk that NMITE students will be unable to complete their programme due to NMITE’s inability to source robust opportunities at FHEQ Level 7 to fulfil the requirements of the Bachelor’s and/or Master’s Projects

Level of risk: LOW

- 10.1 The likelihood of students not being able to continue with their studies at NMITE as a result of this risk is judged as LOW for the following reasons.
- 10.2 NMITE has always set out to be aligned to the needs of Industry and the community in its approach to teaching and learning, and our commitment to this is underpinned by the relatively early recruitment of our Partnerships Team. Our students will, from week 1, work with companies on ‘real world’ challenges that will be woven into learning outcomes in the curriculum. The way to stay up to date and relevant is by engaging with a wide range of companies across technologies and sectors, large multi nationals to small agile SME's.
- 10.3 The NMITE learning journey starts with relatively low impact projects which allow students to gain knowledge of working in teams, to deadlines and in a freethinking environment. As they progress through the programme the intensity increases, both in the complexity of the projects but also in the importance of a positive outcome. In their final year, learners are able to tackle advanced projects which will have an impact on the productivity, profitability, and success of a partner organisation, whether this is a company or community-based challenge. As such choice of employer partners is crucial, to ensure that students enjoy the breadth and depth of learning required, to ensure that the projects are important enough to have meaning for both student and partner company but not critical to a company's survival. NMITE are already actively engaging with a variety of partners with a shared passion and who support the aims and ambitions of NMITE and who are committed a long term, dynamic relationship.
- 10.4 All employer partners will review a menu of engagement options which range from supporting students & the learning environment, access to technologies, kit and facilities to help enable learning, through to joining cross-sectoral communities of practice and engaging with NMITE for lifelong learning through CPD (and future degree apprenticeships).



10.5 Thus the partnerships are designed to develop over time to ensure that the students have a robust, exciting and relevant curriculum and that industry has a steady pipeline of future talent (Integrated Engineers) that is up to date and equipped with the skills required on an engineer in the modern workplace – and in doing so creates a pipeline of FHEQ Level 7 project opportunities for academic year 2021/22 and onwards.

11. The risk that the NMITE programme will cease due to curriculum review

Level of risk: LOW

11.1 The likelihood of students not being able to continue with their studies at NMITE as a result of this risk is judged as LOW due to NMITE being a start-up and new future university, whose whole purpose is to provide a new approach to engineering education in the UK.

11.2 The Accelerated MEng in Integrated Engineering is NMITE's flagship programme of study and is not currently part of a wider curriculum portfolio. There are no plans in the foreseeable future to alter NMITE's approach and whilst the number of programmes which NMITE is able to offer to students may increase in years to come, there is no intention to cease delivery of the MEng. If the latter situation was to ever arise as a result of a curriculum review, the process would be very carefully managed to ensure full consultation with students and in a staged process to ensure that teach-out of all MEng students could be completed.

12. The risk that programme Validation is withdrawn

Level of risk: LOW

12.1 The likelihood of students not being able to continue with their studies at NMITE as a result of this risk is judged as LOW due to the MEng programme currently being fully scrutinised as part of an extensive and Validation process. In order for NMITE to be able to accept students, the MEng must be Validated. The process of Validation is a lengthy and costly one for both parties and a Validating body is highly unlikely to enter into a new Validation agreement unless they are confident that doing so is congruent with their own strategic direction, Mission and Values. The obvious exception to this would be where a Validating body had serious concerns about academic quality and standards, but as per paragraph (5) above, the likelihood of that risk crystallising is also judged to be LOW for the reasons cited.

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

13.1 NMITE recognises that the main risk it faces in the coming few years is its ability to continue to operate, most notably as regards its financial sustainability, and its ability to recruit students (without whom NMITE would cease to operate). However, it is also important to recognise that the level of this risk decreases over the coming years, as student recruitment increases and in doing so the evidence for the market demand of NMITE's provision is affirmed.



- 13.2 As a start-up new provider NMITE has not yet built up significant financial reserves, however, has assured plans that cash balances will be maintained to allow short term liquidity. These plans are routinely tested for continuing robustness at the bi-monthly Finance & Resource Committee.
- 13.3 In addition to providing short term liquidity through rigorous cash management NMITE are also able to provide medium / long term assurance through its property portfolio. The information provided below with regard to cash resources and property demonstrate the mitigating actions to the risk that students would be unable to continue with their studies due to NMITE's inability to operate, which in turn would trigger the implementation of NMITE's Student Protection Plan – specifically the Refund and Compensation Policy. This shows that if we were to liquidate our assets then our creditors (applicants/students) would be able to claim compensations from our liquidated assets and any cash-based assets we have at the time.

14. Short Term Liquidity

- 14.1 NMITE do not envisage their liquidity dropping below 30 days within the next 12 months. In April 2020, NMITE received the final tranche of funding from the DfE (£4.5m). Budgets for 2020/21 demonstrate that this funding will provide sufficient cash resources for at least the next 12 months (Charity SORP).
- 14.2 The balance sheet (at September 2020) demonstrates current assets are £4.7m and current liabilities of £584k, providing for a current ratio of 8.01.

15. Medium / Long Term Liquidity

- 15.1 NMITE has a developing fixed asset base with a current net book value in excess of £9m. If the requirement arose, NMITE would seek to secure short term borrowing against these assets until such time they could be liquidated.
- 15.5 Further to the above, The Robert Owen Academy (Blackfriars) was gifted by the Department for Education and as such has covenants attached that it must be used for Educational purposes. It is therefore extremely unlikely that in the event of a significant failure by NMITE that the use of this building would be withdrawn for future use.

16. Measures we will take in specific situations

- 16.1 There are a number of situations where NMITE might find itself in a position having to open discussions with its students about the SPP and how its implementation will affect them.

Below are three key instances (finance related) that could arise (not exhaustive) and the mitigations that we would seek to take.

- i. NMITE enter a period of financial difficulty
- ii. Unable to recruit enough students to economically run a programme
- iii. Change in predicted fee level (e.g. Augar Review 2019).



17. Scenarios

17.1 There are several scenarios that NMITE could face these are detailed below:

Point of failure of NMITE	FHEQ Level 4	FHEQ Level 5	FHEQ Level 6	FHEQ Level 7	Potential Impact (maximum no. of students)
Year 1	50	0	0	0	50
Year 2	175	50	0	0	225
Year 3	250	175	50	0	475
Year 4	250	250	175	50	725
Year 5	250	250	250	175	925

18. Options

- 18.1 As expected, failure at year 5 would affect the most students, with up to 925 students needing to be re-provisioned.
- 18.2 However, regular review and scrutiny of the finance model and student projections are reviewed on a monthly basis at the Finance and Reporting Committee (sub-committee of the Board).
- 18.3 In the event of the Student Protection Plan needing to be triggered we will take one or more of the following measures to protect our student's continuity of study. Individual measures in the SPP can be used at any time, if this could reduce the impact or likelihood of any interruption to studies.
- 18.4 Regarding the various scenarios highlighted above NMITE would review the following options to ensure students are able to complete their course.

19. Teaching out

- 19.1 Teaching out would be NMITE's usual (and preferred) course of action to minimise disruption to its students. Where arrangements to 'teach out' are put in place, we commit to ensuring a course of study can be completed by all currently registered students. During any teach out period, courses will remain subject to normal quality assurance processes.
- 19.2 Depending upon the circumstances leading NMITE to a period of teach-out, the programme would be delivered as one of the following:
- part of a scaled winding-up process for NMITE, maintaining usual operations during the teach out period, but reducing costs wherever possible without causing adverse impact on quality and standards and the overall student experience.
 - or,
 - in the case of NMITE being unable to continue to operate and deliver option (i) above, teaching staff and necessary administrative support, along with the



use of all buildings and equipment would be transferred to NMITE's partner, the Herefordshire, Ludlow & Shropshire College. This partner is based in Hereford which in turn would minimise the disruption to students by not having to relocate in order to complete their programme of study.

20. Facilitate transfer or direct entry to another provider

- 20.1 This method offers an option for students seeking an alternative to Option 1(ii) above. This might be an attractive option for students either at/nearing the end of FHEQ Level 4 as the credits gained would be more portable to a traditional HE provider than later on in their NMITE journey; or, for those at the end of FHEQ Level 6, they could leave NMITE with the award of BEng and from there be supported to secure a FHEQ Level 7 Master's as a top-up.

21. Refund & Compensation Policy

- 21.1 NMITE have a 'Refund & Compensation Policy' (Appendix 2) that sets out its principles that will be followed when considering a refund of tuition fees and/or award of compensation upon the SPP being triggered.

22. Associated Risks

- 22.1 NMITE is a disruptor in the UK higher education sector, with a USP being its unique approach. As a result, the options for NMITE students to transfer elsewhere within the sector would be more difficult than in a traditional HEI.
- 22.2 NMITE's business plan is built around a lean back office function, depletion of which could lead to standards falling below that which are expected and as such any downsizing would be carefully managed.

23. Associated Benefits

- 23.1 The NMITE MEng is changing the way degrees are delivered – having already identified a partner to teach out the degree should that need ever arise could influence other disruptors into the sector.
- 23.2 NMITE has set out how the student fees will be spent (Appendix 1). By adopting this approach, it provides transparency to its students as well as providing NMITE the ability to react quickly if required.
- 23.3 NMITE do not have a large catalogue of properties so risk of closure is very low as the estate is being developed based on the developing needs and planned student numbers.
- 23.4 No financial legacy issues that need to be paid back.

24. 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

- 24.1 NMITE's Refund and Compensation Policy is included at the end of this document, as Appendix 2.



24.2 The Refund and Compensation Policy is published to students both as an Appendix to the Student Protection Plan, and as a link on NMITE's website.

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

25.1 NMITE's Student Protection Plan will be communicated to prospective applicants/students by the following channels:

- i. the NMITE website – **(insert hyperlink prior to publication)**
- ii. A link to the relevant area of the website will be included in the Offer Letters that are sent to applicants
- iii. NMITE's Admissions Policy.

25.2 Upon accepting their offer of a place of study at NMITE, the Student Protection Plan will be one element of the bundle of information that will be sent to each student in a durable format, via an emailed PDF document.

25.3 NMITE is fully committed to active engagement with its student body going forwards, and to meaningful student representation at all levels of the organisation. An open dialogue with students will also be facilitated by the size of NMITE and the way in which its academic delivery and learning will be organised. In addition, formal routes of student consultation – specifically about any planned changes NMITE may seek to introduce in the future – will be established and will be clearly publicised to students; however, in-year changes will be avoided unless legislation or government policy necessitates such change, and/or there is an identified academic benefit to students. In the latter scenario, students would be consulted to seek their agreement prior to any action being taken.

25.4 In the event of any emergencies deemed to impact upon students' studies, the students would be contacted immediately by both email and phone to advise them of the issues and the remedial action NMITE is putting into place to minimise the impact upon them.

25.5 Depending upon the nature of the identified emergency, this may include implementation of NMITE's Business Continuity Plan and/or IT Disaster Recovery Plan.

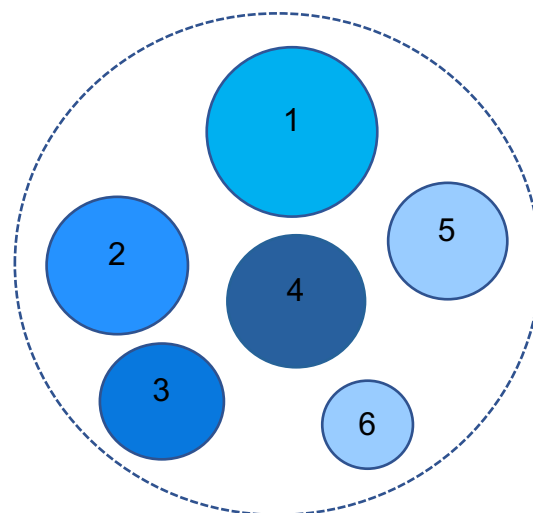
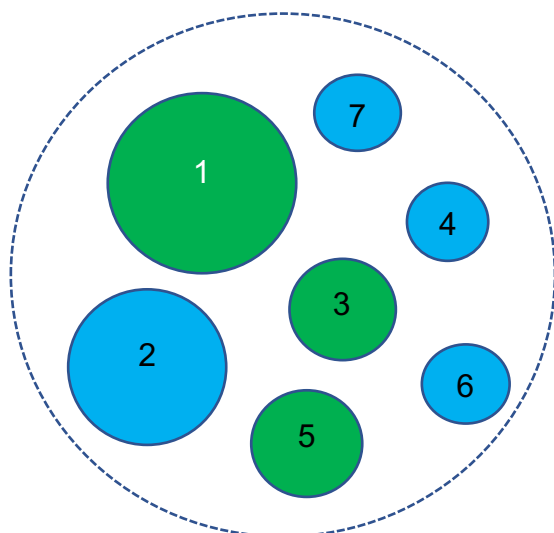
26. Appendix 1 - Transparency

The information below demonstrates how NMITE have allocated the fee income of £7,200 per annum so the course can be delivered effectively; it is based on our 2020/21 budgets/indicative tuition fee income.

45% Student Facing Activity 26% Student Facing Services

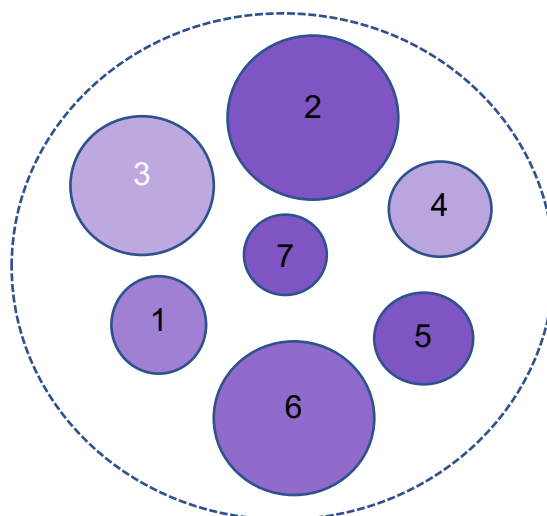
	Staff Costs	£
1	Academic Staff	2,497
2	Technical Staff	433
3	Course Administration	108
	Non-Pay Costs	
4	Other Academic Costs	13
5	Course Resources	175
6	Events	10
7	Equipment	18

		£
1	Estates	921
2	Employability	439
3	Student Support	132
4	Information Technology	175
5	Registry	107
6	Academic Quality &	66



29% Professional Services & Enhancements

		£
1	Enhancing Teaching & Student Experience	227
2	Policy & Planning	487
3	Executive Office	369
4	Finance	206
5	Human Resources	210
6	Marketing	452
7	Development	154





How does providing transparency help students?

By providing a comprehensive breakdown of how an indicative £7,200 fee income is allocated NMiTE will be able to quickly respond to any indications of financial austerity. *(Note: this indicative example will be updated when NMiTE have their confirmed tuition fee to show the exact figures for the MEng)*

As an example, under 'professional services and enhancements' there is £487 allocated to policy and planning – while it would not be reasonable to assume some of this could be paired back further work could be carried out to see what savings could be made. Similarly, the estates allocation of £921 may have potential for rationalisation.

Part of the commitment that NMiTE offers its students is transparency, and by providing an open view of how the fee income is spent goes some way to achieving this and offers an assurance that NMiTE can and will be quick to react and take action when needed.



27. Appendix 2 - Refund and Compensation Policy

NMITE are committed to ensuring that all its students receive a high-quality education and an excellent student experience as a result of joining the MEng programme, however this policy is provided to give clarity and transparency to NMITE applicants and students in the event that NMITE is no longer able to preserve continuity of study.

NMITE recognise that even where the same event(s) affects a number of students, the impact on individual students will differ according to their individual circumstances and as such it is important that every claim for a refund and/or compensation is considered objectively and on its individual merits. It may therefore be appropriate for NMITE to adopt a different approach to refunds and/or compensation according to the situation.

In this policy:

- the term “refund” relates to the repayment of monies paid to NMITE by the student(s) most usually tuition fees/course-related costs.
- the term “compensation” relates to an action taken by NMITE to seek to redress demonstrable loss by the student arising from wasted incurred costs and/or monies which were paid to a body other than NMITE – most usually out-of-pocket expenses or accommodation/maintenance costs.

1. Context

- 1.1 This Refund and Compensation Policy applies only in cases where NMITE has implemented its Student Protection Plan. Whilst NMITE has sought to provide a comprehensive overview of the circumstances in which it would provide refunds and / or compensation, it acknowledges that it will be necessary to consider each student’s circumstances on a case-by-case basis, subject also to compliance with its contract with each student and with due regard to the expectations of the Competition and Markets Authority.
- 1.2 NMITE’s Student Protection Plan (SPP) sets out the arrangements that NMITE has put into place to protect the continuation of study for our students in the event that certain risks arise.
- 1.3 Any refund will be calculated in Sterling and then returned to the account from which the payment was made using the original payment method; students are responsible for any charges levied by their own bank. Statements or other documentary evidence to verify original payment method details may be requested before any refund is made.
- 1.4 NMITE will not pay interest on any fees or other amounts returned to students, unless otherwise agreed in writing.
- 1.5 All claims for a refund or compensation payment under this Policy must be supported by written evidence (such as receipts) and/or confirmation of financial support from the relevant education-funding agency, where applicable. Further advice as to the types of evidence that will be required will be provided by the Academic Registrar.

2. Refunds of Tuition Fees



NMITE's approach to the refund of tuition fees and other costs, for example placements, in circumstances under which NMITE is no longer able to protect continuation of study for some or all students are set out below.

- 2.1 In the event that any student(s) is unable to pursue an opportunity to continue their studies under a 'teach out' arrangement provided by NMITE, or by transferring to another provider, tuition fees and other costs may be refunded.
- 2.2 In the event that NMITE is unable to offer continuation of study mid-year, and a student is unable to transfer to another provider, tuition fees paid for that academic year will be refunded as follows:
 - Students in receipt of a tuition fee loan from the Student Loans Company (SLC): refunds will be paid directly to the SLC.
 - Students who paid their own tuition fees: refunds will be paid directly to the student(s).
 - Students whose tuition fees were paid by a sponsor: refunds will either be made directly to the sponsor (for example, if NMITE has a contract with the sponsor) or to the student, but this will depend on the contractual way that the parties have made the original payment and NMITE will assess the correct recipient of the refund at the time and advise the student(s) accordingly.
- 2.3 Where closure is effective at the end of a given academic year, no refund will be made to students who are reasonably able to continue their study with another provider without having to incur additional study time or additional costs to meet the requirements of the new course, or to students who have exhausted assessment attempts for that academic year and are therefore no longer eligible to remain on course in any event.
- 2.4 In the case of an individual student whose personal circumstances are such that they cannot reasonably transfer to an alternative course either at NMITE or elsewhere to continue their studies, the Academic Registrar & Head of Student Experience has discretion to refund tuition fees for the academic year in which the student is subject to the implementation of NMITE's Student Protection Plan.

3. Refunds of Other Costs

- 3.1 In the event that a student has incurred wasted mandatory course-related costs (such as paying for a visit or placement, or for materials which cannot be used) as a result of action taken which is covered by the Student Protection Plan, we will refund those costs in full.
- 3.2 NMITE will not refund costs where the student has made, or could make, a successful claim through an existing insurance policy. NMITE may, however, contribute to any excess fees paid by the student if it is deemed appropriate to do so.

NB: The provisions relating to refunds set out in this section will be considered by NMITE in conjunction with any claim for compensation as described below, and students may be entitled to different levels of refund (and/or other remedies) depending on the relevant circumstances



4. Compensation

- 4.1 Where a student can evidence financial disadvantage, over and above the cost of Tuition Fees or other mandatory course-related costs (which would be considered under the provisions for Refunds given above) which results in NMITE being in breach of its contract with the student, NMITE will compensate students for reasonable costs up to the full cost, depending on the relevant circumstances.
- 4.2 In the event that a risk under the Student Protection Plan is realised, which results in NMITE failing to comply with its obligations under its student contract / accommodation contract, NMITE will be responsible for any loss or damage a student suffers that could be foreseen as a result of NMITE's breach of the contract(s) - but not for any loss or damage that could not have been foreseen.

(Note: in this context, loss/damage can be foreseeable if it is an obvious consequence of NMITE's breach, and/or if they were considered by the student and NMITE at the time the contract was entered into).

- 4.3 In considering whether it is appropriate to provide financial redress to a student to compensate them for the loss they have incurred (which could be foreseen as a result of non-compliance by NMITE with its obligations in the circumstances described above), NMITE will consider, on a case-by-case basis:
- the particular circumstances of the situation.
 - and,
 - the nature and reasonableness of the loss which the student has incurred (for example, additional costs - such as reasonable travel costs or reasonable costs associated with the student's transfer to another provider, or in connection with a bursary).
 - and,
 - the context in which the loss arises.
- 4.4 Where a student believes they have a case for financial redress under NMITE's Student Protection Plan, such requests should be submitted using NMITE's Student Complaints Procedure, stating that redress is being sought under NMITE's Student Protection Plan. Students will be required to submit written evidence in support of all claims for financial redress. If, following completion of the internal NMITE Student Complaints Resolution Procedure, the student remains dissatisfied with the outcome they will be advised to contact The Open University as NMITE's validating partner in the first instance, (and thereafter, as appropriate, the Office of the Independent Adjudicator (OIA) for a review of their complaint).
- 4.5 Compensation: Costs of transfer to an alternative higher education provider:
- 4.5.1 Where a student has to transfer to an alternative higher education provider as a result of NMITE's inability to preserve continuation of study, NMITE will compensate the student for the reasonable costs of travelling to an interview or other necessary recruitment event and may pay other reasonable costs as may be appropriate in the circumstances.



4.5.2 If a student secures a place at an alternative provider but that provider requires the student to pay additional fees or charges for the student to transfer to them part way through the academic year in which the SPP is implemented, NMITE will compensate the student for the cost of any reasonable additional mandatory fees or charges they are required to pay.

5. Students in receipt of a bursary

5.1 In the event that NMITE cannot provide students with continuity of study, any student in receipt of a bursary for the academic year in which the Student Protection Plan is triggered will not be required to repay any amount(s) already paid to them.

5.2 In such circumstances, if a student in receipt of a bursary transfers to an alternative provider which does not grant them a bursary, NMITE may compensate them for the loss of the remainder of any bursary yet to be paid to them by NMITE.

6. Eligibility to make a claim a Refund and/or Compensation

All currently registered NMITE students and applicants who have accepted an offer from NMITE for a place of study will be eligible to make a claim for a refund and/or compensation if NMITE's Student Protection Plan is triggered and the conditions within this policy are satisfied

7. Making a claim for a Refund and/or Compensation

Students and applicants who have accepted an offer of a place of study at NMITE should complete a claim form (NB: to be annexed to this policy prior to publication) as soon as possible and submit it to the Academic Registrar.

8. NMITE's Decision-Making Process for claims for a Refund and/or Compensation

All valid claims will be considered by NMITE's Refund and Compensation Panel.

The Panel will convene at the earliest opportunity following the triggering of the Student Protection Plan

The Panel will consist of the following members of NMITE's Executive Team:

Chief Executive Officer (Chair)

Academic Registrar (Secretary)

Chief Academic Officer

Chief Operating Officer and/or Finance Director.

Every claimant will be informed of the Panel's decision in writing within 5 working days of the meeting.