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GBS Student Protection Plan

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Related policies

- GBS Complaints Policy and Procedure
- GBS Extenuating Circumstances Policy and Procedure
- Executive Board Terms of Reference and Constitution
- Academic Board Terms of Reference and Constitution
- Student Representative Committee Terms of Reference and Constitution
- GBS Tuition Fee Refund and Compensation Policy
- GBS Strategic Plan 2021-2024

External Reference

1. The Malta Further and Higher Education Authority (MFHEA) <https://mfhea.mt/>

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GBS HE Malta Limited Student Protection Plan

1. Purpose

- 1.1 GBS HE Malta Limited to provide a student protection plan for prospective and enrolled 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. Background

2.1 The Malta Further and Higher Education Authority (MFHEA) requires all Higher Education Institutions to develop, maintain and regularly review 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. These events may be triggered by situations such as (but not limited to):

- A decision to close GBS due to business failure
- A decision by GBS to close some or all the campuses
- Withdrawal of designation for student support purposes
- Failure to gain or loss of registration with the MFHEA
- Closure of a course/programme of studies
- Major changes, in year, to course content
- The unanticipated departure of key members of GBS staff
- Removal of the Tier 4 Sponsor Licence
- Loss of Centre approval from Bath Spa University as the awarding organisation
- Industrial action by GBS staff or third parties

2.2 The MFHEA was officially launched on the 8th of January 2021 and is legislated by the revised Education Act which came into force on the 1st of January 2021. MFHEA's mission statement is:

“To foster the development and achievement of excellence in further and higher education in Malta through research, effective licensing, accreditation, quality assurance, and recognition of qualifications established under the Malta Qualifications Framework.”¹

2.3 The MFHEA is an independent, transparent, and international authority. They ensure the highest standards and to foster a competent community of empowered individuals, with the right skills to follow their dreams and make the future happen. The MFHEA focuses on:

- Providing accreditation to further and higher educational institutions.
- Providing accreditation to programmes or courses of studies at further and higher education levels.

¹ Please click here to access legislation: <https://mfhea.mt/legislation/>

- Quality assurance of both educational institutions and programmes or courses.
- Recognition of obtained national or international qualifications as well as prospective qualifications.
 - Validation of informal and non-formal learning.
 - Research and policy recommendation on issues related to further and higher education.

3. Principles informing GBS Student Protection Plan

(a) General Statement

3.1 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 events is detailed within GBS' Terms and Conditions).

(b) Principles

3.2 The following five principles inform GBS Student Protection Plan:

- Transparent, fair, and accessible policies and processes govern course 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 courses.
- There are clear arrangements for continuity of provision for students in the event of the closure of a higher education course.
- GBS will endeavor to support the wider higher education sector in the event of programme (or provider) failure elsewhere.

4. Measures to Inform and Protect Students

4.1 Students should refer to GBS Terms and Conditions and our awarding body regulations for applying to study and enrolling as a student on any of the GBS He Malta programmes. Prospective and enrolled students should also be aware of Bath Spa University conditions for Registration on the programmes. GBS will ensure that its Terms and Conditions 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.

4.2 GBS is committed to communicating any material changes in circumstances to students as early as practicable, with clear information and alternatives. 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 Programme Specifications made by Bath Spa University as the awarding

organisation, matters resulting from registration with the MFHEA and any other material other external material changes.

4.3 GBS will take all reasonable steps to minimise any resulting material disruption to services, delivery of the Bath Spa University programmes or other 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.

4.4 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.

4.5 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.

4.6 GBS Student Protection Plan will be made available to prospective and enrolled students through publication on its website. This Student Protection Plan will also be made available for all staff. Attention will be drawn to the Student Protection Plan during the application process for prospective students and at induction for new students and 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.

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

5.1 GBS Terms and Conditions Student Protection Plan will be discussed and considered at its Executive Board meeting and appropriate Student Representative Committee meetings. Academic Board is responsible for approval of the Plan and any subsequent revisions as a result of regular review.

5.2 The Student Protection Plan will be reviewed on an annual 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 MFHEA.

6. Significant Material Change

(a) Institutional closure

6.1 The possibility of institutional failure by GBS on business grounds will be monitored through a risk management process in accordance with requirements of MFHEA

regulatory bodies and any instance of this will be managed in accordance with GBS policies. GBS Strategic Plan 2021-2024 includes a risk analysis and SWOT analysis, which is reviewed on a regular, at least annual basis, by the Executive Board and Academic Board (the latter has Student Representatives as full members).

6.2 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 support students to transfer to appropriate/equivalent programmes provided by other higher education providers and (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 to maintain all or part of the current higher education provision.

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

6.3 In the event that part or all of one or more GBS campus 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 (preferably close to GBS' 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.

6.4 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 Malta Further and Higher Education Authority (MFHEA)

6.5 In the unlikely event of de-designation/withdrawal of MFHEA Registration of GBS, resulting in the withdrawal of statutory student finance for its courses, GBS would take all reasonable steps to minimise the resulting 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 appropriate and similar or the same 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 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

6.6 GBS has procedures in place in the event of a decision being made by the CEO and/or Executive Board to close a current programme of studies. Where this is likely to have a material impact on students, GBS will mitigate the effects by:

- 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, and where possible, provision will be made to allow students to complete their studies where extenuating circumstances have been presented (according to GBS Extenuating Circumstances Policy and Procedures) or an interruption of studies has been requested.
- 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 in this regard.

(e) Major In Year Changes to a Programme Studies

6.7 GBS consistently aims to deliver programmes in accordance with Programme Specifications approved by Bath Spa University or any other awarding body and published on its website and VLE for the academic year in which a student commenced their programme of study.

6.8 In the unlikely event of major in-year changes to the programme studies, due to external changes made by Bath Spa University 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

6.9 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 section 6(d) will apply.

(g) Suspension or revocation of Tier 4 Sponsor Licence

6.10 At present GBS does not hold a Tier 4 Sponsor Licence. Should GBS apply and be granted such a license and the license subsequently be suspended or withdrawn, GBS will take all reasonable steps to minimise the resultant disruption to educational services and to affected students by, for example:

- Working with UKVI to allow enrolled students to complete their year of study/programme.
- Allow students already in receipt of a Tier 4 Visa based upon an allocated CAS from GBS to enroll and commence their studies.
- Offer students who have not commenced their travel to the UK/GBS the opportunity to postpone their application pending the resolution of any suspension.
- In the event of a revocation of the Tier 4 Sponsor status GBS will provide all reasonable assistance to affected students to move to an alternative sponsor.

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

6.11 GBS will consult and negotiate with any recognised trade unions. GBS is fully committed to maintaining an effective employee relations culture and working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time.

6.12 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 section 6(b) 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 practically possible, disadvantaged by 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

6.13 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 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 close match with the programme of studies at the other higher education provider.

7. Tuition Fee Refund and Compensation Policy

GBS Tuition Fee Refund and Compensation Policy is available from its website. 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. GBS Tuition Fee Refund and Compensation Policy makes provision for:

- 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 course.
- Commitments to honor 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 courses or provider.

7.2 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 Bath Spa University. However, in the eventuality of a low-risk area 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.

8. Responding to Feedback from Students and Staff

8.1 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.

8.2 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.

9. Communication with Students about this Student Protection Plan

9.1 GBS will communicate with current and future students concerning this Student Protection Plan in the following ways:

- a) Through providing the Student Protection Plan on GBS website.
- b) Through the recruitment and admissions process with prospective students, primarily when invited for interview at 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 provided in GBS Student Handbook and students informed that the Plan is available on the website and the VLE.
- d) With returning students, for example, at their induction to the second year of their programme of studies. Any updates to the Student Protection Plan from the version

provided at 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 on an annual basis or sooner following any revisions to the Plan. New staff will be briefed on the Student Protection Plan as part of their induction, conducted according to our Staff Induction Policy, to GBS. Reference to the Student Protection Plan will be made in GBS Staff Handbook. Staff will be informed that the Student Protection Plan is available from GBS website.

10. Monitoring and Review

10.1 GBS HE Malta Limited will communicate with current and future students concerning this Student Protection Plan in the following ways:

- Review and revise, as appropriate, our Student Protection Plan on an annual basis as part of our annual review of GBS quality assurance policies and procedures, which takes place in July/August each year.
- Student representatives will be involved in reviewing the Plan at Student Representative Committee, which meets on a termly basis.
- Any changes and revisions to the Student Protection Plan resulting from its annual review would be discussed by the Executive Board and approved by Academic Board, where there is student representation.

10.2 This policy may be amended by GBS at any time.

11. The General Data Protection Regulation (EU) 2016/679 (GDPR)

11.1 Personal information will be processed in accordance with the relevant General Data Protection Regulation principles and this information will only be disclosed when GBS is in receipt of a formal, legitimate request.

12. Alternative Format

12.1 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:

- **Name:** Student Welfare Management Team
- **Position:** Student Welfare Officer/Manager