



<b>DAL Procedure 4.11 Student Protection Plan</b>					
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<b>Review No</b>	4	<b>Next Review Date</b>	August 2025	<b>Approved on</b>	05.09.2024

## **STUDENT PROTECTION PLAN (SPP) 2024/25**

- ❖ This plan is shared with our students and/or can be obtained:
  - on our website <https://docklandsacademy.co.uk/policies-and-procedures>,
  - on the desktops of all computers in the library on the top floor,
  - by emailing us at [info@docklandsacademy.co.uk](mailto:info@docklandsacademy.co.uk).
- ❖ Also, our students are informed about the main aspects of the plan in the Student Handbooks, Induction Seminar and Learning Agreement.
- ❖ The plan is reviewed and monitored on a regular basis for currency and fitness as part of our Annual Policy and Procedures Review.

**Provider Name:** Docklands Academy London

**Legal Address:** Simply Alliance Ltd. 261 Green Lanes, Palmers Green, London N13 4XE

T/A Docklands Academy London, 11 Selsdon Way, City Harbour, London E14 9GL

**Point for enquiries about this student protection plan:** [cejder@docklandsacademy.co.uk](mailto:cejder@docklandsacademy.co.uk)

### **1. Introduction**

**1.1** Docklands Academy London (DAL) has been operational as a Higher Education Institution in Canary Wharf, since 2011. It is a non-profit organization with the mission of raising the business leaders of the future for purposes of social responsibility. The Academy works in partnership with a chain of restaurants sharing the same founder, who is also a well-known chef. The Academy holds a unique position as an educational provider combining education with the workplace.

**1.2** With the launch of the group's boutique hotel with gastronomy and culinary arts training centre in Canary Wharf area, the opportunities offered to the students have further developed, that offer a direct connection with education and the industry.

- 1.3 DAL is a professional partner of European Association of Hospitality and Tourism Schools (AEHT) and representing the UK at this platform.
- 1.4 Higher Education (HE) is currently delivered at 11-13 Selsdon Way. Student numbers are modest, and the provision is a mixture of one and / or two-year programmes validated by Pearson Edexcel. At present, DAL doesn't deliver any overseas HE provisions.
- 1.5 Institutional financial failure is low based on the reliance of being a part of an established group company in hospitality industry, regular assessments conducted by accrediting bodies including Pearson, British Council and British Accreditation Council.
- 1.7 This Student Protection Plan sets out the measures that DAL has in place to protect the continuation and quality of study for all our HE students should risk to such continuation crystallize.
- 1.8 The type of events or change that might cause risks, together with an explanation of the steps the Academy would take to protect students' continuation of study are set out below.
- 1.9 These measures are in addition to the protections that students have under Consumer Protection Law and do not affect students' consumer rights.

## **2. Risk Assessment**

- 2.1 Academy's Business risks (financial, operational, reputational and circumstantial / environmental) are evaluated for materiality and probability and assigned an owner whose responsibility is to ensure that the agreed mitigation is put in place if the risk is ranked as medium / high.
- 2.2 DAL maintains a Risk Register, reviewing the potential major factors that could affect its operations. This is reviewed by Senior Management Team and the Board of Governance on a termly basis. The Risk Register is a RAG rated document and is able to provide a framework about how the Academy will test, review, adjust and update performance and risks.
- 2.3 There is *DAL Procedure 9.6 Business Continuity Plan* which details the business of DAL, identifying the assets (including people), processes that are critical to delivering teaching, initial response to an incident and the longer-term implementation of measures for a return to business as usual. It also considers continuity preparations and how to make the organisation more resilient to risk.
- 2.4 The Academy's management of circumstantial or environmental risks such as disease, fire, floods and or Force Majeure are being addressed termly at the Quality Committee and reported annually to the Board of Governance. The Academy's *Disaster Recovery Plan* (embedded in the *Business Continuity Plan*) ensures the following:
  - Implementing immediate action to ensure safety of students, staff, and visitors, including evacuation, treatment of casualties, liaison with emergency services, notification to families of injured individuals and the protection of assets.
  - Establishing temporary arrangements to ensure that the Academy activities are recommenced as soon as possible. This will necessitate finding safe and secure teaching

environments, minimizing inconvenience, enabling finance and administrative procedures to be resumed.

- Undertaking the planning and management of actions required to establish the mid to long-term return to normal operations.
- Maintenance of appropriate insurance and cash reserves to support business continuity in the event of such unforeseen circumstances.

### **3. Risks that may trigger the SPP and Mitigating Actions**

Risk	Likelihood	Impact	Actions by the risk owner (CEO / Principal in conjunction with Senior Management)
<b>Closure of the campus</b>	<p>The risk to institutional closure is low.</p>	<p>Since the Academy has no plans to close its campus where HE is delivered, it does not foresee any negative impact such as disruption for its ongoing education and students.</p>	<p>Since the Academy has no plans to close its campus where HE is delivered, it does not foresee any negative impact on its ongoing education and students. The campus has a long-term lease in place and the directors are committed to supporting the provision of courses on offer in line with the Academy’s mission statement. In the unlikely event that we are required to move, there is ample time to find alternative premises, which are readily available in our area.</p> <p>In the case of temporary disruption to learning caused by a short-term issue with the campus, we have an option to rent out external rooms at a nearby venues.</p> <p>In the event that a safety or security incident occurs, the Academy’s Emergency Planning and Business Continuity Framework is brought into effect. In addition, we have contingency plans in place relating to Covid-19. In the event of emergencies that impact students, communications will be managed through Procedures 9.6 Business Continuity Plan and 4.13 Transfers Suspensions Withdrawals Closure and Change of HE Provision to provide information on the available access to our facilities.</p> <p>We have comprehensive insurance cover in respect of all risks, including property and business continuity, to ensure it has sufficient resources to sustain the provision of education in the event of a serious incident at its campus.</p>

Risk	Likelihood	Impact	Actions by the risk owner (Senior Management)
<b>Closure and suspension of programmes</b>	The risk of a course or programme cancellation is low.	<p>The Academy may wish to close and remove a programme of study from its portfolio. Closure of a programme means that it will no longer be open for future student registration.</p> <p>This may be as a result of low recruitment numbers that could negatively affect student experience or following a curriculum review to enhance the student offer.</p>	<p>In the event of insufficient student recruitment of viable student numbers which leads to closure or suspension of programmes, the students will be kept informed of the situation.</p> <p>In situations where a decision is made to discontinue a course or programme:</p> <ul style="list-style-type: none"> <li>• particular consideration will be given to consulting and communicating with current students, applicants (including those who have been offered a place on the course but not yet accepted and those who have accepted a place but have not yet registered) and other internal and external stakeholders.</li> <li>• the Academy is committed to teaching out those courses or programmes and offers to new entrants will cease to be made.</li> <li>• a planned timeline and action plan for managing the closure and for communicating with applicants and current students will be drawn up by the Academy in liaison with departments or partners.</li> <li>• the experience of current and prospective students will be taken into consideration to protect them against any adverse impact a course closure may have.</li> </ul> <p>The procedure and scenarios for course closure are outlined in DAL Procedure 4.13 Transfers Suspensions Withdrawals Closure and Change of HE Provision.</p>
	The risk of suspension of a programme is low.	It may lead to lower achievement and graduation rates.	<p>Suspension of a programme is defined by a fixed timeframe in which the programme will not be delivered and is normally reserved for new programmes of study that have yet to register students. In the case of a suspension, appropriate actions will be taken to mitigate the impact on and cause minimum disruption to students, and provision of a full range of support for all students would continue.</p> <ul style="list-style-type: none"> <li>• no new applicants will be recruited.</li> <li>• students currently registered on the course will continue to progress and complete the course.</li> <li>• if this is not possible due to circumstances beyond the control of the Academy, transitional arrangements will be made in consultation with the student(s) affected.</li> </ul> <p>Where a course has been suspended for two consecutive years, the Academy will consider whether it will be appropriate to close the course.</p>

Risk	Likelihood	Impact	Actions by the risk owner (Senior Management)
<b>Lack of resources</b>	<p>The risk of not being able to deliver a whole course or programme due to staffing or resource issues is low.</p>	<p>Each course area has expected staffing resources with a range of skills, experience and expertise that ensure students receive a quality / positive experience.</p>	<p>In order to mitigate the negative impact of any loss of specific skill sets that are dependent on limited numbers of staff, each course offered / provided by the Academy is carefully assessed, training opportunities are made available to existing staff to upgrade their skill set and back up resources are put in place for contingency planning, DAL Procedures 6.4 Personal Development &amp; Performance Review and 6.9 Training Needs promotes sharing and transferring of specialist knowledge, materials and upskilling existing staff should a need arises to cover for each other as well as supporting their CPD and personal development review periods.</p> <p>The Academy does not have a high turnover of staff. All staff has a three-month notice period, to terminate employment.</p> <p>Additionally, the Academy has a good network of part time lecturers and consultants who are willing to provide additional staffing should need arise.</p> <p>The Academy makes investments for both physical and human resources in a bid to upgrade what is available in line with projected student numbers for the forthcoming intakes.</p> <p>The risk that students will be unable to complete their course because of a failure of IT infrastructure is low. We have operational, tested and robust IT business continuity arrangements in place. We run IT crisis simulation exercises once a year to ensure we can address risks to the continuity of our systems.</p>

<p style="text-align: center;"><b>Loss of specialist staff</b></p>	<p>The risk that the Academy is no longer able to deliver components of courses due to loss of specialist staff is low.</p> <p>The Academy does not have a high turnover of staff. All staff has a three-month notice period, to terminate employment.</p>	<p>Academic support (Teaching and learning processes) as well as administrative procedures may be interrupted if this risk factor crystallise.</p>	<p>We successfully recruit qualified staff to teach on our courses. We provide programmes to support and develop our staff. We work to ensure our teaching staff have, or study for, teaching qualifications. The Academy also has a bank of skilled and well qualified sessional teachers to provide a further layer of cover if needed. Additionally, we have a number of employers who are happy to provide expert input to sessions.</p> <p>Considering staffing requirements forms part of our processes for approving new courses and modules. There is an annual planning process where we consider teaching requirements based on courses to be offered and numbers of students planned. This means we are able to identify and take action relating to staffing in advance of the new academic year.</p> <p>A small number of programmes have units or modules that rely on the specific skill set of certain staff. The academic team has relationships with local employers who are willing to deliver specific aspects of a unit where the high-level skills are covered by specialist teachers; and other members of staff are able to support delivery by industry contacts.</p> <p>The Academy's PDR (Personal Development Review) process is used to ensure existing staff members are accessing courses and events that minimize the impact to students in any changes in staffing. Budgets for staff development have been maintained so that staff has up-to-date and wide-ranging relevant skills. Recruitment of new staff is focused on hiring people who have a wide range of relevant skills. The Academy has arrangements with recruitment agencies to source appropriate teaching staff and has a network of part time teaching staff and consultants should a need arise.</p>
<p style="text-align: center;"><b>Risk</b></p>	<p style="text-align: center;"><b>Likelihood</b></p>	<p style="text-align: center;"><b>Impact</b></p>	<p style="text-align: center;"><b>Actions by the risk owner (Academic Head in conjunction with Senior Management team)</b></p>
<p style="text-align: center;"><b>Change of HE Provision</b></p>	<p>The Academy is committed to ongoing enhancement of programmes and student experience and as a result may wish to make changes to</p>	<p>Where continuation of study is not negatively impacted upon, it is unlikely that the updating of programme content, regulations and</p>	<p>Where material changes (such as a number of changes to the structure or content of the programme) are made, the Academy will draw these changes to the attention of all current and prospective students as soon as possible as outlined in <i>DAL Procedure 4.13 Transfers Suspensions Withdrawals Closure and Change of HE Provision</i>. Changes to policies and regulations that affect students will normally</p>

	<p>programme content, regulations or policies.</p>	<p>policies will result in the triggering of the SPP.</p>	<p>come into effect at the start of an academic year and following the conclusion of approval processes.</p> <p>Where material changes are made to programmes of study prior to enrolment, the Academy will contact prospective students to provide information and guidance to help them to make an informed decision on their course of action. This will include their right to seek entry to another programme within the Academy for which they may be qualified or to withdraw their application and seek entry to another institution. In normal circumstances, material changes will not be made to a programme after enrolment, but if this is necessary students will be informed at the earliest opportunity of the changes and wherever possible their views will be taken into account.</p> <p>The Academy will inform every registered student of any editorial, minor or major changes or variations to their enrolled courses no later than six weeks preceding the term in which the change or variation shall take place. In the case of changes due to circumstances beyond the Academy's control (e.g., illness, sudden departure, or death of a key staff); registered students will be informed as soon as practically possible.</p> <p>If a student reasonably believes that a material change to their programme of study adversely affects them, they may cancel their contract with the Academy as outlined in <i>Procedure 4.10 Refund of Tuition Fees and Compensation</i>. In such circumstances the Academy will offer advice and information to a student to aid transfer to another institution that offers a suitable alternative programme of study as outlined in the <i>DAL Procedure 4.13 Transfers Suspensions Withdrawals Closure and Change of HE Provision</i>.</p> <p>The Academy will continue to make changes to programmes during the course of a student's studies in order to improve the quality, enhance the content, and meet the latest requirements of an accrediting body or awarding organisation or in response to student feedback. The Academy will consult with and/or inform students of these changes as appropriate.</p>
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Risk	Likelihood	Impact	Actions by the risk owner (Senior Management)
Pandemic Threat	The risk of Covid-19 like pandemic impacting on the teaching, learning and assessment processes is low.	With the emerge of a similar pandemic to the COVID-19, the Academy may change face to face delivery modes to distance or blended models to meet the most current guidance from the UK government.	<p>It is our assessment that the risks to the continuation of study for our students relating to similar pandemic remain low because we are able to put in place contingency measures to enable students to complete their studies. This involved taking all of our learning online, which proved highly effective both for students and staff, with no negative impact on student outcomes.</p> <p>The public health position remains one of uncertainty. We identified ways we could respond to further developments relating to this. This included making changes to our courses. We engaged in contingency planning to take account of action needed because of the Government and public health requirements. This contingency planning included consideration of what needs to be done to protect students both in terms of their health and their studies in the event of any adverse changes.</p>
Partnership Provision	The Academy is a sub-contractor to USP College for delivering HE courses. The risk of the Academy securing another partnership to continue providing access to student funding for future students is medium.	The absence of a partnership arrangement with an HE provider that enables students to access SLC funding may have an impact on Academy's finances.	<p>The Academy is in active dialogues with various HE providers that have provisions for SLC access for prospective students to mitigate the risk of being unable to offer them access to funding. The Academy shall continue to undertake thorough due diligence prior to going into potential collaborative partnerships; the outcomes of the initial due diligence are also monitored annually to assess further risks associated with education delivery. Through its academic partnership agreements, the Academy will ensure that there is a contingency plan considering how best to allow students to continue their studies in the event of the end of a collaboration agreement.</p> <p>A 'teaching-out' arrangement is the preferred option as it ensures continuation and completion of study which is in place for the current provision.</p>

Risk	Likelihood	Impact	Actions by the risk owner (Senior Management)
Losing validation to run a course or courses	Low	The likely impact would be learners being unable to complete their studies and Academy's inability to recruit new students impacting on its finances.	<p>The Academy has a robust policy and procedure framework in place to ensure compliance with awarding organisations' quality requirements, annual monitoring visits, external examiner visits, interim and full inspections for accreditation. The policies and procedures are updated on annual basis and training sessions take place to ensure staff members are fully aware of the revisions which affect the operations at each department.</p> <p>If in the very unlikely event that an awarding body or university partner withdraws its accreditation, the Academy would provide an option to 'Teach Out' to its current students and would work out the details with the partner/awarding body. Any prospective closure, in case of withdrawal, would be done systematically and through a phased process so that all affected students can complete their studies.</p> <p>The last Pearson Academic Management Review visit required us to take no actions or respond to any recommendations.</p>
Insufficient numbers of students continuing to a top-up 2nd year (e.g., HND)	The risk of some learners on courses with internal progression routes may choose not to continue to study at the Academy is Low.	This could result in very few learners remaining on the course, leading to a different experience for the students.	All the HE students currently studying at the Academy are completing their HNCs and they are being prepared either to progress onto HNDs or employment. In an event some learners choosing to discontinue their studies, each course would be looked at to see if there were opportunities to bring, for example, topics or units together where the content can reasonably be linked across teaching years with close compliance to awarding body rules.

<p>No longer able to deliver one or more mode of study</p>	<p>Low</p>	<p>With the ongoing COVID-19 pandemic, the Academy may be forced to change face to face delivery modes to distance or blended models to meet the most current guidance from the UK government.</p>	<p>The inevitable negative impact caused by Covid-19 pandemic and the Academy's shift to online / blended teaching provision in the past 18 months has proven that the Academy has exceeded in adapting to different teaching modes with good student outcomes. However, in the event of major in-year changes to course content or delivery mode, the Academy will ensure that:</p> <ul style="list-style-type: none"> <li>• changes are restricted to the minimum necessary to achieve the required quality of experience, and affected students are notified and consulted with as appropriate.</li> <li>• it works with students to ensure the offer is still acceptable.</li> <li>• where necessary it allows students the opportunity to enact programme suspension or withdraw from the programme.</li> </ul>
<p>Company ceases to operate/financial risk</p>	<p>It is our assessment that our current financial position means the risk we will become unable to operate is low.</p>	<p>We identified no risks likely to crystallise that would mean we are no longer financially sustainable.</p>	<p>Over the last 13 years of trading, we have demonstrated growth and our current business plan projections indicate growth is set to continue. This is also documented as part of the commentary submitted by our accountants. The Academy keeps sufficient amount in reserve and has sufficient bank overdraft facilities to protect us in the event of a financial crisis.</p> <p>We looked at our financial position as a result of Covid-19 and the way it might affect the Academy in the future. We decided the medium and long term financial strength of the Academy was good. This judgment is based on:</p> <ul style="list-style-type: none"> <li>• positive comment about the balance sheet</li> <li>• our self-assessment judging us as good across all areas of provision</li> <li>• strong and growing partnerships</li> <li>• additional funding through language course provision.</li> </ul> <p>We have business continuity plans in place to deal with challenges relating to recruitment.</p>

## **4. Refund and Compensation Arrangements**

*DAL Procedure 4.10 Refund of Tuition Fees and Compensation* sets out the provision for refund of fees and compensation.

**4.1** The Academy's financial strategy is to ensure that there are sufficient cash reserves within the Group of Companies it belongs to (a five-star restaurant group namely Tas, Ev and Hazev) for directly fee-paying students and working capital at any one time to meet its obligations to provide refunds and compensation should the need arises. Students enrolled on programmes under partnership arrangements accessing funding through a partner will be treated under their relevant refund and compensation policy. A student may or may not have the right of a refund of tuition fees or compensation before, during and after enrolment under the circumstances mentioned in Sections 4.2 and 4.3 below.

### **4.2 Situations in which Students are NOT Eligible for a Refund**

**4.2.1** Tuition fees, as agreed by the student in the Terms and Conditions and in the Learning Agreement signed on induction, will NOT normally be refunded. This includes, by way of example only, if the student:

- obtains a visa to study at the Academy, enters the UK, but then chooses not to take up studies at the Academy.
- visa application is refused on grounds of documents submitted were fraudulent.
- enrolls on a chosen course of study, is inducted into the Academy, but then discontinues the course.
- is withdrawn from the Academy due to non-compliance with the Academy's Policy 4. Admissions, such as attendance monitoring, serious misconduct, or other similar reasons.
- is continuously late or absent to an extent that prevents learning or is contrary to minimum requirements, which includes but is not restricted to those set by a partner college or relevant awarding body or leaves before the course ends.
- changes their mind after the start of their course. They cannot, for example, reduce the number of hours they study per week and convert these into one-to-one classes. They cannot reduce the number of hours to study per day in order to lengthen the duration of their course (**only applicable to English Language / tailor made courses**).

**4.2.2** If after enrolment the student decides to withdraw from (terminate) their course for **any other reason other than listed in Section 4.3**, they will also not get a refund.

**4.2.3** Please note the following is also non-refundable under all conditions mentioned in **Section 4.3**:

- registration fee
- examination fee
- accommodation booking fee
- any bank charges incurred
- A processing fee of not more than GBP £300.00 may be collected from students requiring visas to study in the UK before issue of a Letter of Acceptance (Conditional). This processing fee covers the cost of processing their application for entry to the Academy and the United Kingdom.

### **4.3 Situations in which Students MAY BE Eligible for a Refund**

**4.3.1** The tuition fees MAY be refunded in special circumstances within the specified timeframe set out below. These include, but are not limited to, if a student:

- obtains a visa to study at the Academy, but then, decides not to take up the offer of admission without entering the UK.
- visa application is refused due to any reason other than on the grounds the documents submitted were fraudulent. In this case the student or his/ her consultant must send scanned copies of their DAL Offer Letter/s, Visa Refusal Letter, and passport by e-mail to the Academy for verification.
- wishes to cancel an accommodation booking and gives the appropriate notice, as stated in Terms and Conditions, before the start of the stay.

**4.3.2** Refund timeframes for cancellations:

- Up until six weeks before the course starts → Full Refund
- Between six weeks to two weeks before the course starts → 50% of the course fee refunded
- Between two weeks and the day before course starts → 25% of the course fee refunded
- After course has commenced → No Refund

**4.3.3** In an event the student enrolls for a course within the refund timeframes mentioned above but wishes to cancel their place, the following will apply. If the student informs the Academy to cancel:

- within the cooling off period of 14 days, full refund will be granted. (*“Cooling Off Period” is 14-day time limit that you have the right to cancel a service you’ve arranged for any reason and get a refund. Your cooling-off period begins the day after you enter a contract with us.*)
- after the cooling off period, the related refund timeframe for cancellations will apply.

**4.3.4** The Academy MAY issue a refund which will be subject to deductions for classes already attended and any additional charges already incurred such as examination fees or administration fee regardless of the timeframes above if the student:

- has strong compassionate or health grounds, supported by the presentation of suitable evidence.
- is affected negatively due to public health threats (e.g., Covid-19 and related pandemics),
- is unable or unwilling to return to study after twenty-four months in suspension may be terminated of the programme.

**4.3.5** The Academy MAY issue a **full refund** regardless of the timeframes above:

- if student’s visa application is refused due to the inadequacy of the Academy providing the requested paperwork.
- if the student wishes to cancel their place due to being adversely affected by a material change made to the course such as a change on the structure and content of the course.
- where the Academy terminates a course, which has already started.

## **4.4 Refund Applications**

**4.4.1** An application for a refund must be made with the **Tuition Fee Refund Application Form** (available from the website or in soft / hard copy via email on request) submitted to the Finance Department at [info@docklandsacademy.co.uk](mailto:info@docklandsacademy.co.uk). A decision will be made by the Finance Manager, which is subject to review with the Academic Department and at the discretion of the CEO / Principal, whose decision is final, there being no further appeal. The decision will aim to take into account all the known circumstances and the overall reasonableness and fairness of the case.

**4.4.2** The Academy shall not be liable in any case for monetary loss suffered due to currency fluctuations or any other consequential loss. Due to the above procedures, the Academy requires a minimum period of 45 days to process any refund.

**4.4.3** The Admissions team will then send the student an email confirming the status of the refund.

## **5. Compensation**

The Academy may:

- reimburse additional travel costs for students in an event of a change in the location of their course, or will make funding available to offset these additional cost (applicable to Higher Education students)
- compensate maintenance costs where it is not possible to preserve continuation of study (applicable to Higher Education students)
- compensate for tuition and maintenance costs where students have to transfer to alternative courses or providers due to a closure of a programme, including payment to cover any tuition and/or maintenance costs incurred by a learner where these are of a greater value than they would have incurred had the Academy continued to deliver a course for which they were enrolled. (Applicable to Higher Education students)

## **6. Compensation Applications**

If a student wishes to apply for compensation, students must have raised the issue through the Academy's Procedure for Complaints (Procedure 2.5 Complaints Procedure). Submissions for compensation that are upheld under the Complaints Procedure can apply for compensation under this procedure.

## **7. Methods of Issuing Refunds and Compensation**

**7.1** Any refunds or compensation can only be made to the original payer (the person who made the payment to Docklands Academy London) using the original method of payment (e.g. bank transfer, credit card). If the fees are paid by card, the refund or compensation will be made to the same card. Refunds for students:

- who pay their own tuition fees can be refunded.
- in receipt of tuitions fee loan from the Student Loans Company (SLC) will be processed directly by the partner college who has direct responsibility to SLC to deal with such matters. This is only applicable to Higher Education students.
- whose tuition fees are paid by a sponsor (applicable to Higher Education students only)

7.2 A refund, if approved, will be limited to the tuition fees paid to the Academy less an amount proportional to the time spent by the student at the Academy.

**8. Refund Policy for Visa Refusals (applicable only to Student Visitor Visa and Extended Student Visitor Visa)**

8.1 If the student's visa application is refused, the Academy will refund the fees if the Academy is informed within the notice periods mentioned under section 3, except for instances outlined in section 2. The Academy may disregard the refund timeframe under section 3 and issue a full refund if the student can evidence that the visa refusal was not due to the following. The student:

- did not provide necessary documents or the documents were inadequate.
- did not demonstrate adequate financial support (maintenance)
- applied for visa too late.

8.2 In order to reduce the risk of visas being rejected, the Academy strongly recommends getting professional advice from the local visa consultants or reputable agents. UK Visa & Immigration (UKVI) regulations are updated frequently, and while the Academy provides occasional general updates as a courtesy service to students, it is the student's sole responsibility to ensure that they are familiar with the most up to date UKVI regulations. Students on a visa must familiarize themselves with UKVI regulations and at all times abide by the conditions of their visa. The Academy accepts no liability for incomplete or inaccurate visa applications being supplied.

8.3 If the Academy documents have been unsatisfactory and served as the reason for a visa refusal of the official refusal letter, the Academy is committed to a full refund.

8.4 Students intending to apply for a visa to study at the Academy are required to provide all relevant supporting documentation relating to previous qualifications and experience (if applicable). Where a student has failed to supply such documentation, their application may be delayed.

8.5 All documents supplied to the Academy to support a student's visa application MUST also be sent to UKVI/The British Overseas High Commission, to support their visa application. Failure to do so may result in the student's application for a visa being refused. The Academy reserves the right to disclose students' details, including academic progress and attendance rates, to the UKVI.

8.6 Please note that the average cost of living in London is highly competitive and differs from area to area. Students are therefore advised to ensure that they research the area and these average costs before enrolling on any of the courses as well as seeking guidance in relation to expenditure from the UKVI.

## **9. Scholarship and Bursaries**

- 9.1** Students might be eligible for a bursary through industry sponsors in the field of Hospitality, Business and International Travel and Tourism. Students will be made aware of what options are available.
- 9.2** The Academy is committed to honour eligible students' bursaries.
- 9.3** Recipients of scholarships or government grants are expected to pay £300 which will be refunded upon receipt of an official financial guarantee letter. If, upon the student's arrival, the Academy is not in receipt of an official financial guarantee letter, we reserve the right to charge tuition at the published higher rate on a weekly basis until the guarantee letter has been provided. Scholarship students will not be allowed into class without either a guarantee letter or tuition fees paid. Any fees paid direct to the Academy will be refunded to the fee payer upon receipt of the guarantee letter.

## **10. Communication with Students**

- 10.1** There is a link to this SPP on the Academy's website within the Terms and Conditions ([Terms & Conditions - Docklands Academy London](#)) and policy and procedures pages ([Policies and Procedures - Docklands Academy London](#)).
- 10.2** Additionally, Student Handbooks contain information on the SPP and where to access it. These are updated annually and provided to students each intake and explained during their induction.
- 10.3** The Academy will continue to ensure that all academic and support staff involved in HED and ELD provision are aware of the implications of the Consumer Market Authority (CMA) in general and also the SPP in particular through the deliberative committee structure (Board of Governance, Academic and Advisory Committee, Quality Committee and Student Committee), staff meetings, curriculum planning, course modification and closure of programmes and course processes.
- 10.4** The Academy's SPP will be reviewed on an annual basis in consultation with student committee and through the committee structure that has student representatives as members. Final approval of the SPP will be by the Academy's Board of Governance that also has student representatives.
- 10.5** The Academy will keep students informed through its social media platforms, formal letters and where possible, through online / face-to-face meetings designed to assist affected students with understanding the nature and implications of such events and the Academy's responses in regard to the Student Protection Plan. The Academy will ensure that affected students are either provided with, or signposted to, independent advice as appropriate to the given situation.
- 10.6** The Academy will ensure that students are informed of the Student Protection Plan as part of their induction arrangements. Any students who may fall under the Plan's arrangements because of the events mentioned will be supported and assisted until a favourable outcome is achieved.



## 11. Related Documents

### 11.1 Policies

- 4 Admissions
- 5 Student Support, Engagement and Learning Resources
- 7 Information

### 11.2 Procedures

- 1.5 Equal Opportunities
- 1.7 Data Protection
- 1.9 Review and Revision of Policies and Procedures
- 2.4 Appeals
- 2.5 Complaints
- 2.13 Access and Participation Statement
- 3.6 Internal Verification
- 4.1 Student Enrolment and Selection
- 4.4 Attendance Monitoring
- 4.6 Student Induction
- 4.10 Refund of Tuition Fees and Compensation
- 4.13 Transfers, Suspensions, Withdrawals, Closure and Change of HE Provision
- 5.2 Welfare Services and Pastoral Care
- 5.3 Equality, Diversity and Special Needs
- 6.4 Personal Development and Performance Review
- 6.9 Training Needs
- 7.1 Review and Sign off PI
- 7.4 HE Public Information
- 9.4b DAL Risk Assessment
- 9.6 Business Continuity Plan

### 11.3 Student Terms and Conditions

### 11.4 External Reference Points

- Office for Students (OfS) Requirements and Guidance at [Advice and guidance - Office for Students](#)
- UK Quality Code Advice & Guidance – Admissions, Recruitment and Widening Access at <https://www.qaa.ac.uk/en/quality-code/advice-and-guidance/admissions-recruitment-and-widening-access>
- UK Quality Code Advice & Guidance – Concerns, Complaints and Appeals at <https://www.qaa.ac.uk/en/quality-code/advice-and-guidance/concerns-complaints-and-appeals>
- UK Quality Code Advice & Guidance – Partnerships at <https://www.qaa.ac.uk/en/quality-code/advice-and-guidance/partnerships>
- Higher Education Code of Governance (Committee of University Chairs, December 2014) at <https://www.universitychairs.ac.uk/wp-content/uploads/2020/09/CUC-HE-Code-of-Governance-publication-final.pdf>
- Association of Employment and Learning Providers (AELP) principles of Good Governance for Independent Training Providers at <https://www.aelp.org.uk/media/2595/code-of-governance-final-sept-2018.pdf>
- OIA The Good Practice Framework: Handling Students Complaints and Academic Appeals at <https://www.oiahe.org.uk/media/1859/oia-good-practice-framework.pdf>
- Competition and Markets Authority Guidance for HE Providers at <https://www.gov.uk/government/publications/higher-education-consumer-law-advice-for-providers>
- UKCISA Code of Ethics at <https://www.ukcisa.org.uk/Membership/Codes-of-practice/Code-of-ethics>
- UK Visa & Immigration (UKVI) regulations at <https://www.gov.uk/government/organisations/uk-visas-and-immigration>
- Student Loans Company Regulations at <https://www.gov.uk/government/organisations/student-loans-company>
- Equality Act – 2010 at <https://www.legislation.gov.uk/ukpga/2010/15/contents>