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Student Protection Plan  
for University-validated Programmes of Study  
2019-20

## 1. Introduction

- 1.1. The Higher Education and Research Act 2017 requires Higher Education Institutes and providers of Higher Education to maintain a Student Protection Plan to protect the interest of students. The Faculty of Education Student Protection Plan details the measures the Royal Academy of Dance and its validating partner for undergraduate and postgraduate degrees, will take in order to protect the student interest and assure continuity of study in the event of programme, department or institution change or closure.

These events may be triggered by situations such as (but not limited to):

- Significant material change;
  - A decision to close the Royal Academy of Dance;
  - A strategic decision by the Royal Academy of Dance to close a Faculty of Education programme of study;
  - Withdrawal of designation for student support purposes;
  - A decision not to run a Faculty of Education programme of study;
  - Removal of Tier 4 status.
- 1.2. The measures contained in this plan are in addition to your statutory rights, which remain unaffected.
- 1.3. Following approval of this plan by the Office for Students, the plan will be uploaded to the Royal Academy of Dance website for all potential students to read.
- 1.4. For students currently engaged on Royal Academy of Dance Faculty of Education programmes of study the Student Protection Plan will be shared by Programme Managers with students through the Group Tutorial process, and uploaded to the Royal Academy of Dance Virtual Learning Environment under the “Information, Policies and Regulations” section. Students will be able to ask questions or discuss this plan directly with their Programme Manager or the Head of Quality Assurance.

## 2. Risk Assessment

- 2.1. The Royal Academy of Dance as part of its governance arrangements completes a comprehensive Corporate Risk Register. The Board of Trustees review the risks to which the Royal Academy of Dance could be exposed on an annual basis.
- 2.2. The Royal Academy of Dance Corporate Risk Register identifies key risk areas for likelihood and severity of impact Risk levels are shown in the grid at the end of this Student Protection Plan. This information is then used to

develop a risk management strategy including mitigation of risk and contingency actions. The areas considered include:

- Governance
- Strategic Planning
- Statutory and Regulatory Compliance
- External Factors
- Financial
- Operational: Facilities
- Operational: Personnel
- Operational: Activities

- 2.3. The Financial Statements contain information to satisfy the requirements of Trustees' reports under the Charities Act 2011, and to comply with current statutory requirements, the Royal Academy of Dance's Charter and the Charities SORP (FRS102). In this context, the Charity accounts include the audited accounts of the Royal Academy of Dance in the United Kingdom and its representative offices and branches, and the Group accounts include the audited accounts of the Charity and its subsidiaries.
- 2.4. The Royal Academy of Dance reputation and the specialist nature of the higher education provision offered means that our graduates are highly sought after by employers in the dance sector. With 98 years' experience in training and educating dance teachers the Royal Academy of Dance is confident that the design and content of its programmes and their delivery meets employer needs. The specialist nature of the Royal Academy of Dance's programmes of study for teacher education means that the risk to the delivery of these programmes is low. Programmes are delivered onsite at the RAD headquarters in London and by distance learning in the UK and internationally.
- 2.5. The Royal Academy of Dance charges lower fees for its programmes of study than its direct competitors and therefore its programmes are competitive in price.
- 2.6. The Royal Academy of Dance is due to move to its new premises in Battersea in 2020. As the new building is less than one mile from its current location in Battersea, with good transport links direct to the new premises, it is not anticipated that the student journeys to and from the building will affect materially students' ability to access or engage in their programmes of study.

### **3. Our commitment to you as a student**

#### **3.1. Notification**

- 3.1.1. Should this Protection Plan need to be triggered, you will be contacted by a member of Registry, through your nominated email address, as soon as possible and not later than 10 academic

working days of the date on which the necessary change was decided upon, or notified to the Royal Academy of Dance.

- 3.1.2. The Faculty of Education will take all reasonable steps to avoid implementing a change during the academic year, or close to the start of an academic year.
- 3.1.3. We will work with each student to ensure, as far as is reasonably possible, that you will be supported appropriately according to your individual needs and circumstances.
- 3.1.4. This Student Protection Plan is linked to the Royal Academy of Dance Refund Policy (Tuition Fees), which details compensation for tuition fees and maintenance costs where the Royal Academy of Dance is unable to preserve continuation of study, or students have to transfer a programme of study. The Refund Policy (Tuition Fees) can be found here:  
(<https://www.royalacademyofdance.org/study/higher-education/higher-education-1/fees-and-funding>)
- 3.1.5. Should the decision be made to close a programme, every effort will be made to “teach-out” all current students on programme. The operation of a teach-out plan means that we will maintain the necessary experience, resources and support services to provide your programme of study to an acceptable quality, content and structure to enable you to complete your programme of study. If this is not possible, the Faculty of Education will work with you to identify other university-validated programmes delivered by the department to which you may wish to transfer, and be assured of retaining eligibility for Registered Teacher Status of the Royal Academy of Dance. If you decide that none of the options available through the Faculty of Education meet your needs, we will work with you to identify alternative programmes of study at other institutions.
- 3.1.6. Should a decision be made to close the Faculty of Education, a “continuity period” will immediately be entered. This will allow all students currently on programme to continue with their studies for a period of 24 weeks and until the end of the term in which the 24-week period ends.
- 3.1.7. Working with our validating partner, the Faculty of Education will ensure that it is adequately resourced during any “continuity period” in order to mitigate any disruption to your studies.
- 3.1.8. In the event of programme and/or departmental closure, the Faculty of Education will update its website and presence on UCAS and/or other appropriate listing services, within 5 academic working days.

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#### **4. Measures we will take in specific situations**

##### **4.1. Move of RAD Headquarters (2020) from 36 Battersea Square to York Road, Battersea**

- 4.1.1. The Royal Academy of Dance has entered into an agreement with property development company York Place Buildings Limited, to sell 36 Battersea Square, and purchase a brand new, purpose-built headquarters within an overall residential development. The new building will be almost double the size of the Royal Academy of Dance's current premises, offering better facilities, a performance space, studios, library and archive.
- 4.1.2. The Trustees of the Royal Academy of Dance are satisfied that this agreement offers the most cost-effective opportunity in the current economic climate – a unique agreement which enables the Royal Academy of Dance to make the most of the value from our current property. We will be launching an appeal later in the year to help fund the move to the new headquarters.
- 4.1.3. Should the new building not be ready for occupation on its due date (2020), contract terms stipulate that the Royal Academy of Dance will retain tenancy of our existing buildings at 36 Battersea Square until such time as the move can be effected.
- 4.1.4. All students will be notified accordingly as soon as possible, but within 5 days of notification by Avanton that occupancy will be delayed.
- 4.1.5. The Royal Academy of Dance will ensure that the move to the new premises will take place on a programme-by-programme basis whilst ensuring there will be no disruption of student learning. The Royal Academy of Dance recognises the important of continuity in student learning and in the delivery of its programmes.

##### **4.2. Updating of programme content, regulations and policies**

- 4.2.1. An ongoing commitment to quality assurance and enhancement and to the Royal Academy of Dance's university validating partner means that, from time to time, programme content, regulations and policies will be updated.
- 4.2.2. Where updates to programme and/or module content are proposed we will consult with you through a variety of mechanisms, including Student Staff Liaison Committee, Group Tutorials and student representation at Faculty of Education committees, prior to approval by our university validating partner.
- 4.2.3. The Faculty of Education will not make any changes to programme content within 2 months of the start of the first academic year affected.

4.2.4. Changes to regulations and policies may be prompted by our university validating partner or through external forces such as government legislation. Normally changes to regulations and/or policies will be amended as part of an annual review process and will be implemented for use at the start of the following academic year.

4.2.5. To mitigate against any impact on your progression and/or achievement, revised and/or amended regulations will only apply to students first enrolling after formal approval through the Faculty of Education's committee structure. This means that different regulations may apply to different cohorts and will be documented in the Programme Handbook for that cohort.

4.2.5.1. Exceptionally, it may be necessary to make changes to the General Regulations of the Royal Academy of Dance Faculty of Education that impacts all students, current and future. In this case, all students will be required to sign up to the new regulations at the start of the academic year.

4.2.6. New or revised policies will apply to all students from the start of the academic semester following approval of the change, so long as students would not be treated disadvantageously in comparison with the previous policy.

#### 4.3. **Closure of a specific programme of study**

4.3.1. The Royal Academy of Dance may make a strategic decision to close a programme of study due to insufficient admissions which make it non-viable from an academic, student experience or resourcing perspective, or, because it has been superseded by another programme. In such cases, the following options will be offered, to:

4.3.2. Continue to be "taught-out" on the original programme, where the Royal Academy of Dance considers this to be a viable option on academic and student experience grounds;

4.3.2.1. Where it is not viable to offer a "teach-out" agreement, the Royal Academy of Dance will honour the "continuity agreement" of 24 weeks following communication of the decision to close the programme and until the end of the term in which the 24 week period ends;

4.3.3. Transfer to a similar or replacement programme at the Royal Academy of Dance, where available (see paragraph 3.1.3);

4.3.4. Transfer with the Royal Academy of Dance's assistance to another suitable university-validated programme of study. In the event that this occurs, you will be compensated for any financial costs or disruptions to your studies. The level of compensation will be dealt with on an individual basis.

#### **4.4. Closure of the Royal Academy of Dance**

4.4.1. Should the Royal Academy of Dance site be closed due to an unanticipated event, programmes will continue to be delivered, as soon as possible. The Royal Academy of Dance will utilise its links with other dance awarding bodies that have on-site facilities in order to recommence on-site delivery as soon as possible.

#### **4.5. De-designation for student support purposes (which allows UK/EU students to apply for tuition fee and maintenance loans)**

4.5.1. Should the Royal Academy of Dance specific course designation be withdrawn, suspended, or is not successfully renewed, and depending on the circumstances of de-designation, the Royal Academy of Dance will appeal the decision/make a new application for designation with a view to the restoration of this for the coming academic year.

4.5.2. If appropriate the Royal Academy of Dance will also apply for “teach out designation”, allowing eligible existing students to continue to access student tuition and maintenance loans, including those making new loan applications, for the remainder of their studies while on their current programme.

4.5.3. In consultation with the student body, the Royal Academy of Dance may also explore the option of operating as a franchisee of the university validating partner, or through another higher education provider approved by the Royal Academy of Dance Board of Trustees.

#### **4.6. Removal of Tier 4 Sponsor Licence**

4.6.1. Should the Royal Academy of Dance’s Tier 4 sponsorship be revoked, prospective international students who have made an application to study with the Faculty of Education, will be contacted as soon as reasonably possible.

4.6.2. The Royal Academy of Dance will liaise with UCAS with a view to allowing an applicant a substitute choice in their UCAS application and assist existing Royal Academy of Dance offer-holders in securing a place elsewhere.

4.6.3. Depending on the circumstances, the Royal Academy of Dance will appeal the decision/make a new application for a Tier 4 license.

4.6.4. If you are a current Tier 4 student, in the event that the Royal Academy of Dance Tier 4 status is revoked, we will inform you as soon as possible and no later than 5 academic study days with UKVI’s decision regarding your ability to continue with your studies under existing Royal Academy of Dance sponsorship.

4.6.5. In the event that you are affected by loss of Tier 4 status, you will be supported to move to another provider and compensated for any financial costs or disruptions to your studies. The level of compensation will be dealt with on an individual basis.

#### 4.7. **Withdrawal or non-renewal of validation with university validating partner**

4.7.1. Where withdrawal or non-renewal with our university validating partner occurs, for one, more or all university-validated programmes of study, the Royal Academy of Dance will negotiate a “teach-out” agreement with its university validating partner. Normally, this will enable students registered currently on university-validated programmes of study to complete their intended studies, subject to normal maximum registration periods. During this time no further students will commence studies on university-validated programmes of study.

4.7.2. Should the university validating partner deem that it is not possible to engage in a “teach-out” agreement, the Royal Academy of Dance will honour the “continuity agreement” of 24 weeks following communication of the decision and until the end of the semester in which the 24 week period ends.

4.7.3. Students will be advised and supported by the Royal Academy of Dance in the options available, which may include, but not be limited to assistance in transferring to an alternative higher-education provider and/or other similar programmes of study.

#### 4.8. **Closure of the Royal Academy of Dance and market exit**

4.8.1. As with all providers, an extreme set of events may lead to the prospect of the Royal Academy of Dance being closed or a decision taken by the Board of Trustees to exit the higher-education market. This may be triggered, for example, by the Royal Academy of Dance becoming insolvent or through falling student demand, withdrawal of validation or regulatory matters, or a major event rendering the RAD’s mission non-viable.

4.8.2. In the unlikely event that this occurs, the following processes will be activated:

4.8.2.1. Immediately following formal communication of the decision to close the Royal Academy of Dance, or exit the higher-education market, the “continuity agreement” of 24 weeks, and until the end of the semester in which the 24 week period ends will be activated, allowing on-programme students to continue their studies for this period.

4.8.2.2. Wherever possible, students on programme will be allowed to complete their programmes of study subject to an agreed

“teach-out” agreement as agreed with the university validating partner.

- 4.8.2.3. All appropriate government agencies will be notified of the decision to close the Royal Academy of Dance/cease offering higher-education programmes of study.
- 4.8.2.4. No further students will be taken onto programme/s.
- 4.8.2.5. If you have a firm offer, and have incurred costs related to your acceptance of a place to study with the Royal Academy of Dance, you will be compensated for any financial costs. The level of compensation will be dealt with on an individual basis.

#### **4.9. Lack of funding deters applicants from applying to/remaining on programme**

- 4.9.1. The Royal Academy of Dance provides its prospective and undergraduate students with clear financial advice regarding the cost of embarking any one of its programmes
- 4.9.2. To actively widen participation and reduce the risk of student numbers being impacted by lack of funding the Royal Academy of Dance is looking to secure additional fee bursaries and scholarships to support students entering on to programmes of study.

These bursaries and scholarships will be in addition to those already in existence: (<https://www.royalacademyofdance.org/study/higher-education/higher-education-1/fees-and-funding#har>).

#### **4.10. Non-compliance leads to loss of status, recognition, reputation, confidence, customers with the following: UCAS, QAA, DfE, Ofsted, HESA, Validating University partner, overseas partners**

- 4.10.1. To reduce this risk the Faculty of Education monitors and reports on all areas of compliance for which it is responsible, through its committee structure.
- 4.10.2. Regulatory alerts, updates and actions are assigned to key members of the Faculty of Education, who complete training on these activities as appropriate.
- 4.10.3. Documentation pertaining to compliance activities is centrally located in order that all Faculty of Education Senior Managers has access to the documents as required.

Identified Risks and Risk Assessment Rating Matrix  
(shown on next two pages)



**4.11. Student Protection Plan Review**

- 4.11.1. This draft Royal Academy of Dance Student Protection Plan 2018-2019 was reviewed by students at the Student Staff Liaison Committee meeting held on 1<sup>st</sup> November 2018 prior to approval by the Office for Students.
- 4.11.2. The Royal Academy of Dance Student Protection Plan will be reviewed annually by the Faculty of Education Policy and Strategy Committee and ratified by the Education Sub-committee of the Board of Trustees (at its meeting in June) in preparation for the following academic year.
- 4.11.3. Students will be able to review the Student Protection Plan and make comment at any point in the year by emailing the Head of Quality Assurance (achapman@rad.org.uk). The plan will also be presented formally to students for comment at the Student Staff Liaison Committee in November of each year.
- 4.11.4. Should there be any substantive changes to the Royal Academy of Dance' risk position, or there are sector requirements that require inclusion in the plan, then this would trigger an exceptional review outside of the timeframe given above.

**Identified Risks**

Paragraph	Specific Situation	Risk Levels
4.1	Move of RAD Headquarters (2020) from 36 Battersea Square to York Road, Battersea	(Likelihood 2, Impact 1, Risk Level 2) (LOW)
4.2	Updating of programme content, regulations and policies	(Likelihood 4, Impact 1, Risk Level 4) (LOW)
4.3	Closure of a specific programme of study	(Likelihood 1, Impact 4, Risk Level 4) (LOW)
4.4	Closure of the Royal Academy of Dance site	(Likelihood 1, Impact 3, Risk Level 3) (LOW)
4.5	De-designation for student support purposes (which allows UK/EU students to apply for tuition fee and maintenance loans)	(Likelihood 2, Impact 5, Risk Level 10) (MEDIUM)
4.6	Removal of Tier 4 Sponsor Licence	(Likelihood 2, Impact 3, Risk Level 6) (MEDIUM)
4.7	Withdrawal or non-renewal of validation with university validating partner	(Likelihood 2, Impact 4, Risk Level 8) (MEDIUM)
4.8	Closure of the Royal Academy of Dance and market exit	(Likelihood 1, Impact 5, Risk Level 5) (MEDIUM)

Paragraph	Specific Situation	Risk Levels
4.9	Lack of funding deters applicants from applying to/remaining on programme	(Likelihood 3, Impact 3, Risk Rating 9) (MEDIUM)
4.10	Non-compliance leads to loss of status, recognition, reputation, confidence, customers with the following: UCAS, QAA, DfE, Ofsted, HESA, Validating University partner, overseas partners	(Likelihood 2, Impact 5, Risk Rating 10) (MEDIUM)

Risk Assessment Rating Matrix

5 (almost certain)	5*	10	15	20	25
4 (likely)	4	8	12	16	20
3 (possible)	3	6	9	12	15
2 (unlikely)	2	4	6	8	10
1 (improbable)	1	2	3	4	5*
Likelihood Impact	1 (minimal)	2 (minor)	3 (moderate)	4 (major)	5 (severe)

Risk Rating Values

Status	Level	Legend
Low	≤ 5	Green
Medium	5-12	Amber
High	>12	Red

A score of 5 can be rated as either green or amber. The deciding factor is the level of impact. If a score of 5 results from high likelihood, but minimal impact, a green rating can be given. However, if a score of 5 results from an improbable likelihood, but severe impact, a rating of amber should be given. This is to ensure that the risk is flagged for review in case of escalation and in order to ensure this stays on the organisation's radar

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Ratified by the Education Sub-Committee of the Board of Trustees of the Royal Academy of Dance	19 <sup>th</sup> November 2018 3 <sup>rd</sup> June 2019
Signed on behalf of the Education Sub-Committee of the Board of Trustees of the Royal Academy of Dance by the Chair	12 <sup>th</sup> December 2018 3 <sup>rd</sup> June 2019
Annual Review Date	May 2020