

# Student Protection Plan

## Introduction

1. This Student Protection Plan (the 'Plan') describes what RCL Mumbai ('the College', 'we' or 'us') will do to protect students' interests in the event of the College making a material change to a programme or programmes or having to stop providing higher education. The Higher Education and Research Act 2017 requires all providers registered with Pearson to have a Plan like this one.

## Who does it apply to?

2. This Plan applies to students who are directly registered with the College. It does not apply to students who are studying at the College but who are registered with the awarding body. These students are covered by the awarding body's Student Protection Plan. If you are not sure whether you are (or will be) directly registered with the College, please ask your Customer Service or ARWA Officer.

## What is a material change?

3. Material changes may include (but are not necessarily limited to):
  - the closure of the College due to business failure;
  - the closure of one or more of the College campuses;
  - the suspension or discontinuation of one or more programmes;
  - the discontinuation of a relationship with an awarding body;
  - a major change to a programme;
  - loss of registration with the Pearson
  - external disruption to programme delivery.

## Purpose

4. The purpose of this Plan is to make students and prospective students aware of the range of potential risks to the continuation of their study, how those risks may differ based on individual students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise. It also outlines what measures the College has taken to mitigate risks and what it would do to support students to continue with their studies in the event of the College having to make a material change to a programme or programmes.

## Background

5. The College is an established organisation operating since 2000 and delivering higher education programmes since 2010. It is wholly owned by RTC Education, whose shareholders are Dr

Selva Pankaj and Tharshiny Pankaj. It is funded primarily by recurrent income from its students and capital.

### Measures to inform and protect students

6. Students should make themselves familiar with the College's Terms and Conditions ([rclmumbai@regentindia.in](mailto:rclmumbai@regentindia.in)). The College is committed to communicating any material changes to students as early as practicable, with clear information and alternatives.

7. Based on our assessment of potential risks, the College will take all reasonable steps to minimise any disruption to services and to students affected by changes by, for example:

- delivering a modified version of the same programme;
- delivering the same programme in a different location or in a different way;
- providing help to affected students to transfer to a different provider;
- compensating students, where applicable.

8. The College is committed to supporting students to make informed decisions about what their best options are in the event of material changes. We will use all resources available to us to ensure individual students have the information they need to evaluate their options in a timely manner taking into account their personal circumstances, and direct them to independent advice.

9. This Plan will be reviewed and updated annually, or in the event there is an increased likelihood of one or more of the risks occurring.

10. Any consideration of student compensation will be made according to the terms of the College's Student Refund and Compensation Policy.

### Material changes and mitigations

#### College closure

11. The College's financial performance and health is monitored through a risk management process in accordance with the regulations of the OfS and the College's own corporate governance and internal controls. We regard the risk that the College will fail as **very low** because we have financial reserves, no debt and a diverse portfolio of programmes and awarding bodies. This ensures that, in the unlikely event of any decision being taken to close the College, it would be in a phased manner so we would be able to teach out all existing students.

12. If the College finds itself in a position where we have no option other than to close, we would consider the following measures to protect students' interests:

- where possible, the primary objective would be closing in a phased manner to allow current students to complete their studies with us;
- in a situation where this is not possible, we would support students to transfer to an equivalent programme at another provider and consider compensating students if, because of the change of location of their studies, they suffer demonstrable and material financial loss;
- alternatively, we may explore the possibility of merging with another provider to maintain all or part of the current provision.

### Campus closure

13. We regard the risk of the College having to close all or part of any of its campuses due to issues with the campus itself as **low** because we undertake regular safety audits, planned maintenance and regular testing of systems to ensure that the fabric of the buildings is fit for purpose. We own one of our buildings and the others we lease on long-term contracts, so there is no imminent risk attached to lease renewal. Furthermore, the fact that we operate several different buildings in central and northwest London mitigates the risk of disruption due to the closure of one of these buildings because we can move delivery from one site to another.

14. If part or all of a campus is rendered unusable for activities involving students, we would consider remedies including:

- relocating provision to an alternative location (this may include utilising one of our other properties or hiring spaces for programme delivery);
- 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 planned hours. Where such an approach is taken, the students affected will be consulted first;
- delivering part or all of programmes through alternative means. Where such an approach is taken, we will consider whether this is appropriate for students who would be affected.

15. In the event that a student was unable to move their studies to an alternative location, or engage with alternative modes of study, we would consider compensating students if they suffer demonstrable and material financial loss.

### Programme suspension and discontinuation

16. The programmes we run may be suspended or discontinued by the College or by an awarding body for a variety of reasons, including low recruitment or replacement by a programme with a new curriculum. In these circumstances, our published procedure for the suspension and discontinuation of programmes protect students interests by:

- requiring that current students on a programme earmarked for suspension or discontinuation were consulted (including those who have suspended their studies for a period or are deferred) and that full account is taken of the needs of applicants, given that the suspension or discontinuation may represent a breach of the College’s contract with them;
- requiring that the formal proposal to suspend or discontinue a programme takes full account of how current students will be supported through to the completion of their studies or put in place appropriate transitional arrangements in consultation with students;
- requiring that the formal proposal to suspend or discontinue a programme takes full account of how applicants will be supported in deciding about an alternative programme or releasing themselves from their place and their contract to the College;
- making any proposal to suspend or discontinue a programme subject to consideration by Academic Council.

17. In the event of individual students not wanting to complete their programme of study at the College during any teach out period, or the College having to discontinue the programme before teach out was complete, we would employ other measures outlined in earlier sections of this Plan to facilitate student transfer to other providers to complete their studies and consider compensating students who suffered demonstrable and material financial loss.

#### Major programme change

18. Major changes to programmes may be planned, for example as a function of regular periodic review, or unplanned as the result of an unanticipated event, such as the resumption of the Covid pandemic. In the case of planned changes, the interests of students will be protected by the gradual introduction of major changes allowing students to complete the programme they originally enrolled on.
19. We regard the risk of unplanned changes which are wholly out of our control as **medium** but the likely disruption to students’ academic activities as **low** because our existing programmes can be delivered and assessed through digital technologies without students having to attend in person. Our experience of delivering all our programmes successfully using these technologies in 2020-21 gives us confidence that would be able to do so again.
20. Another possible cause of major change at short notice would be the unexpected loss of staff. However, we regard the associated risk of disruption to students’ studies as **low** because all modules are taught by integrated teams of academics, and we do not rely on single highly specialist members of staff to deliver any one part of the programmes. We would mitigate the risk of having to make changes to student programmes due to the loss of key staff and minimise disruption by:
- covering any temporary gaps in staffing through team teaching;

- filling the vacant posts of staff who have left by redeploying other current members of staff with appropriate skills and experience or recruiting externally as quickly as possible.
21. In the unlikely event of major in-year changes to programme content we will ensure that:
- any changes are restricted to the minimum necessary to achieve the required academic outcomes and quality of student experience;
  - affected students are notified and consulted with in a timely manner;
  - we work with students to ensure that any revised offer is still acceptable;
  - where necessary, the College would allow students the opportunity to withdraw from the programme;
  - if required, students would be offered every reasonable support to transfer to another programme, or provider.
22. In the event that any student finds the revised offer unacceptable, or were they not able to move their studies to an alternative location, or engage with alternative modes of study, we would consider compensating students suffering demonstrable and material financial loss.

#### Deregistration with the Office for Students

23. For our students to be eligible for student support (including loans from the Student Loans Company) the College must maintain its registration with the OfS.
24. We regard the risk of the College losing that registration as **low** because we comply with all conditions of registration, do not have specific ongoing conditions of registration or enhanced monitoring requirements, and have staff and management systems dedicated to the maintenance of registration. However, in the unlikely event of deregistration, we would take reasonable steps to minimise the resulting disruption to students by, for example:
- working with relevant funding and awarding bodies to allow enrolled students to complete their programmes;
  - where this is not possible, supporting students to transfer to similar programmes at other providers and, if appropriate, compensating students where they suffer demonstrable and material financial loss because of the transfer and/or due to disruption to their studies;
  - supporting students by providing any evidence required to facilitate the continuation of their studies with another provider;
  - exploring the possibility of merging with another provider to maintain all or part of the current provision.
25. If some students were not able to move their studies to an alternative provider, the College would consider compensating students suffering demonstrable and material financial loss.

### Discontinuation of a relationship with an awarding body

26. The discontinuation of a relationship with an awarding body may be initiated by the College or the awarding body.

27. In the case of the College choosing to discontinue a relationship, the interests of students will be protected by the terms of the College's procedures for the suspension and discontinuation of partnerships, which require that students are consulted and the proposed suspension or discontinuation subject to consideration and approval by Academic Council. The suspension and discontinuation of the programmes associated with the partnership would further be covered by the protections outlined in the section on programme discontinuation above.

28. We regard the risk of one of our awarding bodies choosing to discontinue the relationship with the College as **low** because we have a long track record of working with all of them and meeting all their quality and other requirements, and have staff and management systems dedicated to the management of these relationships. However, in the event of this happening, the College will consider measures to protect student experience, such as:

- working with the awarding body to ensure students could complete their programmes prior to the relationship coming to an end;
- helping affected students transfer to an alternative programme; • trying to find a different awarding body for the same programme.

### External disruption

29. External disruption to programmes may take a variety of forms. We regard the most likely sources of external disruption as:

- industrial action or terrorist incidents affecting the public transport networks many of our students use to reach our campuses;
- a prolonged outage of the IT platforms our students depend on.

30. We regard the risk of the former as **moderate**, mainly because of the proximity of our campuses to Wembley and other London landmarks. We regard the risk of the latter as **low** because the IT platforms we use are all third party, cloud-based platforms that work independently of one another. All have a good track record for reliability; the only outages we have experienced have been for relatively short periods of time. We perform daily incremental backups of all our servers, which can be used to restore data in the event of a prolonged outage.

31. In the event of a major and prolonged disruption to public transport networks near our campuses, we would protect students' interests by ensuring that normal operations and services are maintained as far as possible. This may also include taking actions outlined for partial campus

closure above. If the external event may be traumatic for students, we would offer through our Student Wellbeing services one-to-one support internally or referral for external support.

**Feedback**

32. We will seek feedback from students before publishing this Plan and annually thereafter. A copy of this Plan will be posted on our website and linked from our programme handbooks. If any of the circumstances outlined above transpire, we will re-publish the Plan and open discussions with students about how they can be supported during any period of disruption to their studies. If we must enact any part of this Plan, we will seek feedback from students as to the effectiveness of actions taken.

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