

## LMA STUDENT PROTECTION PLAN

Approved by the Office for Students 24 July 2024

---

**Provider's name: LMA [Liverpool Media Academy]**

**Provider's UKPRN: 10031239.**

**Legal address: METQUARTER, 35 Whitechapel, Liverpool L1 6DA**

If you have any comments or queries about the Plan, please contact the Director of Registry in the first instance via [Registry@LMA.ac.uk](mailto:Registry@LMA.ac.uk)

---

### 1. Introduction

LMA is a specialist Higher Education Institution which focuses on the Creative Industries. We have campuses in Liverpool and London delivering courses in Performance [Dance, Musical Theatre, Acting], Music and Creative Media [Digital Film and TV Production and Digital Games Art].

We do not have degree awarding powers and so we work with other providers that do so that we can offer recognised higher education qualifications:

- Up to and including the 2023/24 academic year, courses offered by LMA are operated in partnership with the University of Northampton (UoN), students on courses offered in conjunction with UoN will receive a University of Northampton award;
- From September 2024 LMA will have students on courses operated both in partnership with UoN and through a validation partnership with Regent's University London (RUL). Students that successfully complete courses (whether at terminal or interim award) validated by RUL will receive a RUL award and from September 2024, all new students will enrol on a course validated by RUL.

The purpose of this student protection plan (the plan) is to ensure that, as far as possible, that events which might affect our ability to meet our commitments to all our students are identified and addressed, either to reduce the likelihood of an event occurring, or where it does, to mitigate the impact on our students.

The plan sets out our assessment of the type and level of risk that currently exist to the delivery of courses at LMA and the mitigation measures that we have identified to protect students should any event arise which could threaten the continuation of their studies.

The plan has been developed with reference to the Office for Students' Regulatory Framework for Higher Education in England and the Competition and Markets Authority Guidance for Higher Education Providers 2023, and should be read alongside our:

- i. [Terms and conditions](#);
- ii. [Refund and Compensation Policy](#)
- iii. [Complaints and Appeals Policy](#)

Wider policies and procedures, including our Tuition Fee Policy, can be accessed from our [website](#).

The measures contained in the plan are in addition to the protections that students have under consumer protection legislation and do not affect their consumer rights.

---

## 2. Assessment of Risks

The plan addresses a range of risks, including those that have been identified by the Office for Students' which are relevant to all higher education providers, as well as some that are tailored to our own context.

We consider the risks we identify from two perspectives:

- i. How likely is it that the events identified will happen; and
- ii. If they did happen, how much impact would this have on the continuity of study, or planned study (in the case of applicants and offer holders).

We have identified the following risks that are relevant to our context:

- i. Risks relating to our own viability as an organisation (section 6)**
  - a. That LMA ceases to operate;
  - b. That LMA is de-registered as a higher education provider.
  
- ii. Risks to the continuity of the applicant and student experience (section 7)**
  - a. Changes to courses;
  - b. Insufficient students to run a course;
  - c. Discontinuation to courses;
  - d. Availability (and access to) facilities;
  - e. Changes to staffing;
  - f. Public health emergencies.

**iii. Risks relating to validation (section 8)**

- a. A validation partnership ends;
- b. Our validating partner is at risk of market exit, e.g. by being de-registered or losing degree awarding powers.

These risks are detailed in the following sections with each risk assessed and a rationale provided for the rating.

---

**3. How we reduce risks**

For each risk that we identify we also set out the actions that are either already in place or would be taken if the event were to happen. This is called mitigation and reduces the impact of the risk event on our operations and the delivery of our courses.

Mitigation is part of a wider operational strategy that plans for risk and seeks to put measures in place quickly to negate the impact of the risk. For example, this ranges from having additional staff available if a staff member is ill and cannot deliver a class, to having designated individuals to address serious events.

Risk is monitored throughout our governance structure. For example, via our Audit and Risk Committee. Academic risks are also reviewed by the Academic Board. Specific risks are delegated to other committees and members of staff to ensure there is appropriate oversight, monitoring and early reporting on changes in risk and the need for mitigation.

The more likely we consider a risk to occur, the more detailed our existing activity and plans will be for its mitigation.

---

**4. What we do if something does happen that could impact your studies.**

Should an event take place that is likely to have a significant impact on the continuation or coherence of your studies we will use multiple ways of getting in contact with you as early as we can. We will explain the situation, its impact on you and provide advice and guidance on the options open to you.

Advice and support will be tailored to the individual circumstances of each student, however where possible, we will seek to address the concerns and needs of the student body or course cohort. It is your responsibility to check for and respond to our communications as necessary.

In determining the mitigation, we would seek to identify the impact that the event has had on the experience of our students, applicants and offer holders how it has affected their opportunities and the costs incurred. In extreme cases, this may mean offering the opportunity to do other modules or courses at no additional cost, transferring students to

other institutions offering similar courses, repaying fees and/or paying expenses incurred because of transfer to another institution or delay in completion of the delivery of the course.

We recognise that events that we have not anticipated within this plan may occur and that these could have an adverse impact on the continuity of a students' studies. Where this occurs, we will seek to use and adapt the principles and approaches identified within this plan as appropriate to the circumstances.

---

## 5. How will we communicate the Plan

Following approval by the Office for Students, this Plan will be published on our website and it is also referenced within the Terms and Conditions and other relevant policies. We will also link to it from our virtual learning environment.

Staff are made aware of the plan and its provisions both through routine training and development, and also will be specifically briefed if and when we need to use its provisions.

The Plan will be monitored by the Senior Leadership Team as part of the risk assessment processes and will be formally reviewed annually by Academic Board and The Board. This will include involvement from the student body through the student representative structure.

---

## 6. Risks relating to our own viability as an organisation

### 6.1. LMA Ceases to operate – Very low Likelihood – High Impact.

From a strategic and financial perspective, there is very low risk that the institution will cease to operate: LMA has a successful track record of planned growth underpinned by a clear strategic plan and stringent financial planning and control measures which are regularly externally audited.

LMA is also part of Galileo Global Education Group, and as such, if required, can draw on the infrastructure, financial resources, and expertise of the group which, itself provides significant oversight of LMA's internal governance and control measures.

In addition, in August 2023 the Office for Students also made an assessment that we could meet our financial sustainability commitments when we were registered as a higher education provider. Our financial position has not changed since this assessment.

As a result, we believe the risk of LMA ceasing to operate to be very low. However we recognise that external events (e.g. changes to government funding of higher education) may increase the risk and without mitigation, this would have a high impact on our students and offer-holders. However we believe we would be able to provide significant mitigation measures, including:

- i. To support our commitment to securing continuity of study, defined teach out or step in provisions in the contracts with the Universities (UoN and RUL) that award the qualifications. Teach out means that no further students would be registered, and existing students are supported to complete their course within a reasonable timeframe. Step in provisions could, for example, see our partner assume delivery of the award, either within LMA's premises or at a different location.
- ii. Our awards are designed in line with the sector recognised standards published by the Office for Students and are credit based. This means that students would be well positioned to transfer to another provider in the case of LMA ceasing to trade. There are large range of other specialist creative industries higher education providers, as well as more comprehensive higher education institutions within the geographic areas that we operate in. We and our majority shareholders, Galileo Global Education Group would, where necessary, work with other providers and students to facilitate orderly transfer for students.
- iii. For offer holders/applicants, we will try to contact you to inform you about the event. If we have issued you with a student offer letter our insolvency is likely to result in the offer becoming null and void. Similar to arrangements for student transfer, we will support you to withdraw your application and provide, or signpost, information advice and guidance on identifying alternative study options. Offer holders may also have recourse to our Refund and Compensation Policy and you are responsible for ensuring you do not incur further costs after we have notified you.

## 6.2. LMA is de-registered as a higher education provider – Very low Likelihood – High Impact.

The risk that we would be de-registered by a relevant authority, e.g. the Office for Students or the, is considered very low. However, the Impact of de-registration would be to prevent us from receiving any further public funding (e.g. student tuition fee loan) and therefore likely realise, or increase the risk of, 6.1 happening. We recognise therefore that this would have a significant impact on students.

We mitigate the likelihood of this risk happening through:

- i. The appointment of qualified staff with experience of working within the higher education regulatory environment;
- ii. Designing our processes and governance to align with effective practice with the sector, including oversight by an experienced Board of Directors;
- iii. Engaging transparently with the Office for Students' on regulatory matters: we consider it highly unlikely that were the Office for Students' to raise concerns that we would not respond constructively to these to resolve any perceived issues.

Were the risk to occur, we would work with the Office for Students, the wider Galileo Global Education Group and other providers to implement similar measures for students as identified in 6.1 above.

### 6.3. Student protection directions

Where it is possible that LMA may exit the higher education market or cease to trade under 6.1 or 6.2 above, we may receive, and be required to implement specific student protection directions from the Office for Students which may require us to produce and implement a market exit plan. These may build on, or supersede, anything contained within this plan.

---

## 7. Risks to the continuity of the applicant and student experience

Higher education is complex to deliver, and we form contractual relationships with students over an extended period – typically at least three and a half years (including offer). A lot can happen in this time and operational issues may arise which could have an impact on the continuity of a your studies. We assess these risks below.

### 7.1. Changes to Courses – High likelihood – Low Impact

The risk that your course will change after you have accepted an offer, or commenced your studies is considered high, however as outlined below we expect the impact on students to be both low and positive in nature. We recognise there are scenarios that increase the risk of changes being made to your course, for example:

- i. As noted in our Admissions Policy, due to the timelines that we need to publish information to, this risk is increased if you ask for us to defer your entry.
- ii. External conditions change rapidly e.g. in the event of a financial or public health crisis.

It is important that we keep our courses up to date through a process of continuous improvement. This means we are always looking for, and discussing, ways to improve the student experience and outcomes.

In most cases the changes we make will be minor and simply nuance the way we deliver the course: we receive feedback from students and our external examiners as well as conducting analysis of student performance: we call this enhancement. We might for example change an individual assessment (for example the question, the type, or weighting, or we might change the delivery order of the modules (but not the modules themselves) at a particular level, or change the reading lists. Where we do this often it will follow discussion with students and we will let you know what we are changing. Our terms and conditions allow us to make these non-material changes.

There may be times when we need, or wish, to make a material change to your course. Our terms and conditions fully describe what constitutes a material change, but in summary, it is a change to the information we give to you when we make you an offer of a place on your Programme and includes, among other things: the Programme title and award, any awarding body (e.g. University of Northampton / Regents' University London); tuition fees and necessary additional costs; entry requirements; Programme learning outcomes; any

professional, statutory or regulatory body (PSRB) accreditation(s) associated with the Programme; compulsory and likely optional modules that make up your Programme; modes and methods of study (e.g. Part time/full time, online); expected duration; location or possible locations of delivery, the types of assessment used on the Programme.

We have defined governance processes and policies for the amendment of courses which sets out what must happen for different types of changes to be made. This ensures that changes are appropriately considered by the academic community and senior staff before they happen.

**In most cases we expect any material changes will be *taught in*.** This means that we will make a material change for the next cohort of students to be admitted rather than change the Programme for students already enrolled.

If we want or need to change material aspects of your Programme the following will apply:

#### Prospective applicants

We will update the published information about our Programme when we approve any material changes. The website is always the most up-to-date source of information about our courses.

#### Applicants and Offer Holders

We will contact you to inform you about the changes and why we have made them following their approval. Where we have issued you with an offer you will receive an updated version with the revised information. If we have not issued an offer, and we choose to make you an offer of study, we will issue one with the updated course details.

If you are happy with the changes, you do not need to do anything and your application/enrolment journey will continue as normal. When you enrol as a student you will join the updated version of the course.

If you are not happy with the change we will work with you to find an alternative solution. If we cannot offer you an alternative solution and you reasonably believe that because of the material changes we are making that the course will no longer be suitable for your needs we will:

- i. Support you to withdraw your application;
- ii. Support you to Identify alternatives with us or other providers;
- iii. give you information on our refunds and compensation policy and how to make a claim, if you are an offer holder.
- iv. Consider your claim objectively and put into place a compensation plan relevant to your circumstances. This would refund any reasonable up-front costs that you have incurred to join the course (e.g. an application or acceptance fee or a fee deposit). This mitigates the impact on you by ensuring you do not incur costs for a course that is no longer appropriate for your needs. You are responsible for

ensuring you do not incur further costs after we have notified you of the change to your course.

### Students

We will not usually implement material changes for students, and will instead aim to include them for the next student cohort. However, there may be circumstances where:

- we think it would be beneficial for your student experience or graduate outcomes to make a change; and/or
- we are required to make a change because of legislation, regulation, or accreditation.

Where the change is at our instigation because we think it would be beneficial to your student experience/outcomes we will discuss the changes with you. We will:

- i. explain the changes we wish to make and why and answer any questions you may have; and
- ii. seek your formal and written approval to make the change. You are under no obligation to agree to the change.
- iii. Evaluate the outcome of our discussions with students and the proportion of students agreeing to the change after which we may:
  - a) Make the change only for students that formally agreed to the change – this means that the cohort would split with some students continuing on the original award and some studying the changed version.
  - b) Decide not to implement the change for existing students regardless of whether they agreed we could make the change or not.
  - c) Make the change for all students – this means we decide to implement the change for all students even where some have not agreed to the change.

If we decide to implement a material change that you did not agree to and, if as a result of this, you feel the course no longer reasonably meets your requirements, we will:

- i. Support you to find and move to an alternative course with us or elsewhere;
- ii. provide information on our Refund and Compensation Policy and how to make a claim;
- iii. consider your claim objectively and put into place a compensation plan relevant to your circumstances. This may include, among other things, a refund of tuition fees or maintenance costs, the difference between fees and maintenance costs and other specific and evidenced costs specific to your participation in the course up to the point of the change.



Where we are required to make a change because of legislation, regulation, or accreditation. We will:

- i. explain the changes we need to make and why and answer any questions you may have.
- ii. seek your formal and written approval to make the change. You are under no obligation to agree to the change.
- iii. Make the change for all students – this means we decide to implement the change for all students even where some have not agreed. If you feel the course no longer reasonably meets your requirements, we will:
  - a) Support you to find and move to an alternative course with us or elsewhere;
  - b) provide information on our Refund and Compensation Policy and how to make a claim;
  - c) consider your claim objectively and put into place a compensation plan relevant to your circumstances. This may include, among other things, a refund of tuition fees or maintenance costs, the difference between fees and maintenance costs and other specific and evidenced costs specific to your participation in the course up to the point of the change.

In both cases, should you feel the course no longer reasonably meets your needs, you are responsible for ensuring you do not incur further costs (e.g. by signing an accommodation contract) after we have notified you that we are making the change.

## 7.2. Insufficient students to run a course – Medium Likelihood, Low impact.

LMA has made a deliberate strategic decision to offer a targeted and limited suite of courses which share a common ethos and structure. Development of the courses has been underpinned by careful market research and analysis of current and future student and sector demand. This planned approach to product development is underpinned by a clear recruitment strategy and monitoring of the student recruitment pipeline to ensure all courses recruit and maintain viable student numbers.

LMA's curriculum design, staff planning and resource allocation process supports flexible delivery models, which supports upscaling and downscaling of resource requirements dependent on student numbers. Clear quality assurance and enhancement measures are in place to support the delivery of successful, high performing courses which report good levels of student outcome and satisfaction, thereby making provision attractive to prospective students.

All these factors combine to support the assessment that a decision not to run a particular course in any given year is unlikely as the current portfolio of courses is judged to be attractive and viable. However we recognise that there are some circumstances where this risk may be increased, for example where a course is new to market or has been introduced later than usual in the preceding academic year. As a result we consider the likelihood to be medium overall.

In the event that we do not have enough students to operate a particular course, and our terms and conditions allow us to not run it where this happens and we would work within UCAS guidelines to ensure that applicants are supported to make an informed choice on their study options. This may include alternatives at LMA, or other providers, or deferring your studies for a year to re-join the next intake of the course.

If we choose not to run a course that you hold an offer for you may have recourse to the Refund and Compensation Policy. This would refund any reasonable up-front costs that you have incurred to join the course prior to your us notifying you that it wouldn't run. This mitigates the impact on you by ensuring you do not incur costs for a course that is no longer appropriate for you. You are responsible for ensuring you do not incur further costs after we have notified you.

### 7.3. Discontinuation of courses – High Likelihood – Low impact

We consider the likelihood that we will discontinue a course (e.g. stop offering BA (Hons) Basket Weaving) to be high and the impact on prospective students, applicants, offer holders and students to be low.

The portfolio of courses offered by all providers changes over time and the decision to stop offering a course is often an outcome our continuous improvement process, and often this results in a similar, more up to date course being offered.

A course may only be discontinued following the approval of the LMA Board, usually after seeking advice, including on student protection matters, from Academic Board.

We do not envisage a scenario where discontinuing a course will adversely impact on students as we will teach-out existing students. Teach out means that no further students would be registered, and existing students are supported to complete their course within a reasonable timeframe. For any students unable to complete in a timely manner, individual plans and arrangements would be established to support students wherever possible to complete their chosen course of study, or if they wish to, transfer to cognate courses either within LMA or at another provider.

While we understand that current students may be concerned by their course closing to new applicants (see also changes to staffing, below), discontinuation mainly impacts prospective students, applicants and offer holders.

We will cease all advertising and promotion of discontinued courses as soon as practically possible following the decision to close them. This mitigates the possibility that a prospective applicant factors in a closed course as part of their initial consideration.

We will speak to applicants and offer holders individually to inform them of our decision and we will:

- i. Support you to withdraw your application;
- ii. Support you to Identify alternatives with LMA or other providers;
- iii. give you information on our Refund and Compensation Policy and how to make a claim, if you are an offer holder;
- iv. Consider your claim objectively and put into place a compensation plan relevant to your circumstances. This would refund any reasonable up-front costs that you have incurred to join the course (e.g. an application or acceptance fee or a fee deposit). This mitigates the impact on you by ensuring you do not incur costs for a course that is no longer appropriate for your needs. You are responsible for ensuring you do not incur further costs after we have notified you of the change to your course.

#### 7.4. Availability (and access to) facilities – Low likelihood – Medium impact

We consider the likelihood that routine our facilities will become unavailable to be low although we recognise that the impact could be medium. Both the likelihood and impact could be increased by external factors such as a re-emergence of pandemic conditions (this is specifically considered in risk 7.6 below).

We have close partnerships with our landlords and have long lease agreements in place for our campuses. We have policies in place for the procurement, maintenance and replacement of our physical equipment to ensure that it is both safe and fit for purpose.

We make use of software as a service solutions (e.g. Google and our Student Record System, EBS) which means that our systems have multiple and distributed data centres creating resilience to physical issues (e.g. power outages).

We also operate on the assumption that we will experience a cyber-attack and have in place the necessary protections and provisions to minimise its impact including comprehensive IT and data protection policies which staff are trained on as well as disaster recovery and frequent back-ups of critical data.

We expect, and plan for minor disruption to our services via software updates. We will work with our suppliers and IT team to make these at less busy times and we will notify you in advance when we expect a system to be offline. In the event of prolonged issues (e.g. needing to roll back and update) we will evaluate the impact on students and, where necessary make alternative arrangements (e.g. rescheduling teaching or putting back an assignment deadline).

Where we use external suppliers for services (e.g. an e-book provider) we manage these with legally binding contracts, and we conduct proportionate due diligence on our suppliers to ensure they have appropriate mitigation strategies for their business continuity.

In the event of a prolonged issue with a supplier, we would seek to make alternative arrangements both in terms of the supplier, the scheduling of our teaching, and but also how we ask you to engage with your course: our priority would be to enable you to demonstrate attainment of learning outcomes consistent with sector recognised standards.

Were a campus to become unavailable (e.g. through fire, flood or other events that prevented us from utilising it) for a prolonged period, we would seek to adapt the plans in place for public health emergencies (see 7.6 below) to ensure short term continuity of study (e.g. through adapted learning and teaching) while alternative suitable premises were secured. Within this we also recognise that some students may experience additional disadvantage in these circumstances and would again seek to adapt and implement the measures identified in 7.6 below.

We will update our published information and communicate with applicants and offer-holders if we think they would be impacted by a lack of access to, or use of alternative, premises.

We also recognise that this may also mean the approaches we identify for making material changes in section 7.1 also become applicable.

#### 7.5. Changes to staffing - High Likelihood – Low impact

There is a high likelihood of there being staffing changes, but we consider the overall impact to be low.

As in any company, it will be common for members of staff to change roles within LMA and to leave our organisation. As a result, we do not guarantee that you will be taught or allocated to, a particular member of staff. Additionally, our use of experienced creative industry professionals means that they may move or have other commitments at times – for example summer tour dates.

Staffing changes can be both planned (e.g. when we know someone is changing roles) and unplanned (e.g. due to sickness). We manage staffing according to standard approaches to human resources, including using contractual notice periods and ensuring we have sufficient qualified staff to cover isolated absences/changes. This is further supported by our flexible contract models which allow us to access a bank of experienced staff.

We also specifically recognise that where we have chosen to discontinue a course (and do not replace it with another similar award) we may be more likely to lose staff in that subject area. We do not think the impact of this will be significant given our industry professionals are used to flexible contract models. Our ability to retain qualified staff to support students on any courses being taught out will be part of our decision-making and planning process.

We will routinely communicate staffing changes with students.

## 7.6. Public health emergencies - Medium Likelihood – High Impact

This risk has been identified as medium, due to the legacy of the response to the COVID-19 pandemic and the possibility of the emergence of epidemics of known (e.g. as a result of vaccine hesitancy) and un-known diseases.

During the Covid-19 Pandemic we had to close our facilities twice. As part of our response to the Covid-19 pandemic we developed clear business continuity plans that can be adapted to meet prevailing public health guidance and these include a range of measures to support the continuity of delivery.

If LMA campuses and facilities are mandated to completely close due to public health or other force majeure events, clear plans are in place to deliver the courses via remote learning using LMA's VLE system. Adapted teaching and learning delivery plans are in place which enable students to engage with their studies remotely. Modified approaches to assessment can be implemented that would be designed to enable students to achieve the specified module and/or course learning outcomes. In this instance we would also be likely to use the steps we set out in risk 7.1 above.

We also recognise that we have a high percentage of students from groups who are underrepresented within Higher Education and who may experience additional disadvantage in these circumstances. In the event of a campus closure and moving to remote learning, these students could be at more risk of not being able to engage with learning and failure to complete their course. To mitigate this specific risk, we have a range of activities that can be actioned to support identified groups. Activities include 'keep in touch' phone calls to check on welfare; provision of laptops or wifi hot spots to students who do not have access to IT at home; signposting to additional remote learning study support materials.

We will update our published information and communicate with applicants and offer-holders if we think they would be impacted by a change to our learning teaching and assessment modes/practices or lack of access to, or use of alternative, premises.

---

## 8. Risks relating to validation

We do not have degree awarding powers. This means that we have contractual relationships with organisations (awarding bodies) that do to enable us to offer our courses.

As part of developing and approving these relationships, awarding bodies undertake due diligence of our finances, governance, staffing and facilities, and rigorous assessment of our courses to ensure they meet sector standards and will provide high-quality outcomes for our students.

As with all contractual relationships we anticipate that these may develop and change over time. Sometimes these will be planned changes, and sometimes they may arise due to unforeseen events – a relationship may end at our instigation or that of the awarding body.

#### 8.1. A validation partnership ends – Very High likelihood (and falling) – Low Impact

Organisations, their leadership, and strategies change over time to reflect changing external factors (e.g. regulatory changes and market forces). As a result, it is highly likely that a contractual relationship will end and this has happened twice at LMA.

However, we anticipate that the likelihood of this happening in the future will be minimal as we have developed a validation partnership with Regent's University London which is an awarding body within our own, Galileo Global Education Group. This is a significant step towards mitigating the likelihood of a student's continuity of studies being interrupted because of this risk in the future.

Regardless of why a partnership agreement ends, the contracts recognise that students are on long courses and are designed to support students to finish their awards through a mechanism called teach out and/or step in rights. Teach out means that no further students would be registered, and existing students are supported to complete their course within a reasonable timeframe. For any students unable to complete in a timely manner, individual plans and arrangements would be established to support students wherever possible to complete their chosen course of study, or if they wish to, transfer to cognate courses either within LMA or at another provider. Step in provisions could, for example, see our partner assume delivery of the award, either within LMA's premises or at a different location.

We have successfully managed one teach-out arrangement and, in from Spring 2024, we are managing teach out with the University of Northampton. As a result our staff have experience of protecting the student experience and ensuring continuity of studies where partnerships end.

This is aided by the fact that LMA designs, and owns the intellectual property for, the courses it offers. This means we can work with other partners to design equivalent awards which, while we recognise it would constitute a material change, supports continuity for applicants and offer holders who would not be covered by teach out arrangements and students who, for whatever reason are unable to complete their studies within anticipated timelines.

Where we develop a replacement partnership; we may offer students the ability to transfer where we reasonable believe it to be in their interests. In these cases, we would implement the steps we would also be likely to use the steps we set out for students in risk 7.1 above.

## 8.2. Our validating partner is at risk of market exit, e.g. by being de-registered or losing degree awarding powers. Low Risk – high Impact

Both of our partners judge this risk to be low. However, we recognise that during 2023/24 our new partner, Regent's University London, is applying for indefinite degree awarding powers and their ability or otherwise to award degrees could be affected by this. As part of our own due diligence, we have considered their successful track record of delivery and consider the risk of any adverse change to be low.

In addition, due to the nature of the contractual arrangement between the two organisations, all measures outlined in the University of Northampton plan with respect to this risk, are applicable to LMA students studying towards UoN awards. This is clearly stated in the introductory summary of the University of Northampton plan.

We believe the Office for Students would work constrictively with our partners to secure continuity for existing students as part of their student protection direction and the potential development of any market exit plan. However, we recognise that this may impact more on our applicants and offer-holders who may not be as covered by such arrangements.

In these circumstances we would also be proactive in seeking to either extend existing partnerships, or develop new arrangements, to cover students affected by the potential market exit of an awarding body.

As above, this would be aided by the fact that LMA designs, and owns the intellectual property for, the courses it offers. This means we can work with other partners to design equivalent awards which, while we recognise it would constitute a material change, in particular supports continuity for applicants and offer holders who would not be covered by teach out arrangements and students who, for whatever reason are unable to complete their studies within anticipated timelines.

Where develop a replacement partnership; we may offer students the ability to transfer where we reasonable believe it to be in their interests. In these cases, we would also be likely to use the steps we set out for students and applicants/offer holders in risk 7.1 above.

---

## **9. Refunds and Compensation**

Where we are unable to satisfactorily deliver material aspects of your course, either as a student or offer holder, you may have recourse to our Refund and Compensation Policy which can be found on the LMA website. This operates in conjunction with our Tuition Fee Policy, Complaints and Appeals Policy and Procedures and our Terms and Conditions.

We also subscribe to the higher education ombudsman, the Office of the Independent Adjudicator (OIA). Students (not applicants or offer holders) may also have recourse to the OIA if they are unhappy with how we have responded to a complaint related to this plan. More information on the OIA can be found at [www.oiahe.org.uk](http://www.oiahe.org.uk).

### Version History

Version date	Comments
April 2024	Initial draft
May 2024	Submitted to OFS for Approval
July 2024	Approved by the OFS