

Provider's name: Contemporary Dance Trust Limited

Provider's UKPRN: 10004028

Legal address: The Place, 17 Duke's Road, London WC1H 9PY

Contact point for enquiries about this student protection plan: Caroline Busby, Chief Financial Officer

### **Student protection plan for the period 2022–2023**

#### **Purpose**

The purpose of this student protection plan is to assure applicants and students that London School of Contemporary Dance (LCDS) has considered and made plans to manage potential risks to the continuity of study that may arise from the performance of the organisation. By 'continuity of study' we mean the ability to complete the programme of study for which you applied, including all elements listed in the course summary. The plan also refers to arrangements to ensure that you can continue to access your results when you graduate.

**'Assessment of risks'** lists the risks and what we have done to reduce the likelihood that they would come about.

**'Risks reasonably likely to crystallise'** explains what we would do if circumstances arise in which we are unable to prevent a risk from being realised.

**'Refunds and compensation'** shows where you can find information about financial arrangements LCDS has put in place to pay you back if you suffer financial loss due our inability to preserve continuity of study.

**'Communications'** explains how we will inform you about the existence of this plan and consult students to keep the plan up to date, and also how we will communicate with you in the event that the plan has to be triggered.

<b>Assessment of risks</b>	
<b>Risk</b>	<b>How we reduce the likelihood that the risk will come about</b>
<b>LCDS is unable to continue to operate due to financial failure</b>	<ul style="list-style-type: none"> <li>• We work to a five-year planning cycle so that we are not exposed to shocks.</li> <li>• Careful management by the governing body and managers ensures that we do not overspend and operate consistently to financial targets.</li> <li>• Annual checks on our financial performance are made by internal and external auditors, with published accounts you can see on our website.</li> <li>• Monthly management accounts are provided to Governors and Arts Council England.</li> <li>• We maintain multiple sources of income so that we are less dependent on a single funder (Arts Council England as well as teaching grant income; fees from short courses, earned income from studio hire, performances and classes and courses etc.)</li> <li>• We have a 'Risk Register', and keep it under regular review by senior managers, and the governing body and its committees.</li> <li>• LCDS and the validating bodies have joint obligations to maintain and archive records of all students' registration and achievements.</li> </ul>
<b>'The Place' has to close due to natural or other disaster (fire, flood, terrorist attack)</b>	<ul style="list-style-type: none"> <li>• The Place is staffed 24 hours a day, 7 days a week, with regular checks and twice daily reporting.</li> <li>• We have effective estate planning and building maintenance procedures which protect us against accidents.</li> <li>• We have buildings insurance including cover for critical incidents and business interruption.</li> <li>• We have recently increased emphasis on variety in teaching methods including 'blended' learning modes for combined on site and online delivery.</li> </ul>

	<ul style="list-style-type: none"> <li>We have substantial cultural networks across London and would seek to relocate delivery if needed.</li> </ul>
<b>LCDS loses its IT services including its virtual learning environment (VLE)</b>	<ul style="list-style-type: none"> <li>We use Google Classroom for our VLE so all data is saved on the cloud</li> <li>Office 365 is used for student emails and documents which is cloud based. In addition to any Microsoft backup of Office 365, we carry out daily backups of student mailboxes and files to onsite backup storage.</li> <li>Our student information system is backed up onsite to two different backup storage locations and in the cloud we have in place another two different back-up solutions.</li> </ul>
<b>The University of the Arts, London (UAL) and/or the University of Kent (UoK) withdraw validation so that our courses no longer lead to degrees</b>	<ul style="list-style-type: none"> <li>Our agreements with UAL and UoK include a guarantee that validation will cover all students currently registered or accepted until their courses are complete.</li> <li>We have course development and monitoring procedures which preserve the high quality and standards of our courses. High quality and standards are confirmed by our very high ratings (95% “overall satisfaction” for LCDS) in the National Student Survey 2020, and excellent student outcomes.</li> <li>UAL and UoK maintain oversight of the quality and standards of our courses by means of the annual report which we make to our governing body and the Academic Boards of both institutions.</li> </ul>
<b>Key elements of the courses cannot be delivered</b>	<ul style="list-style-type: none"> <li>We have a small range of courses for which demand is consistently high, so there is little likelihood that an element of a course could not be delivered due to low student demand.</li> <li>Units integrate several components of study, each of which can be facilitated by permanent faculty or guest teachers, overseen by an allocated Unit Leader. We have an expansive network of guest teachers and visiting artists with whom we work.</li> <li>We guard against loss of key senior staff by keeping a ‘succession plan’.</li> </ul>

	<ul style="list-style-type: none"> <li>• We maintain a ‘commissioning strategy’ for teaching staff with a full register of such staff interested in teaching at LCDS. This is facilitated by our central London location.</li> <li>• We have adopted a learning and teaching strategy which facilitates learning in several different modes and time zones, and our courses are designed to make it possible to switch between modes according to need. This was tested thoroughly during the COVID-19 pandemic.</li> </ul>
<p><b>LCDS is no longer able to recruit or teach students in particular categories, inc. overseas students due to loss of UK Visas and Immigration (UKVI) Tier IV licence</b></p>	<ul style="list-style-type: none"> <li>• We have robust procedures for UKVI compliance which are regularly assessed under our risk management procedures (last audited 2020).</li> <li>• The governing body has oversight of the Access and Participation Plan which is a central part of the Business Plan. As part of the annual governance workplan, committees receive regular reports on student recruitment including overseas students.</li> <li>• The Equality, Diversity and Inclusion Committee which includes student representatives, oversees the action plan delivery for equality, diversity and inclusion.</li> <li>• When we plan changes to our buildings, we ensure accessibility is a priority.</li> </ul>

**Risks reasonably likely to crystallise**

When you take into account the actions we have taken to prevent the risks above from being realised, the likelihood that any of them will come about is ‘low’.

However, in some cases, while we can make it less likely that something undesirable will happen, we cannot eliminate it entirely—we plan not to have car accidents, but we still need insurance policies. This section deals with what we would do if a risk is realised, despite what we have done to prevent it.

Risk	What we shall do if the risk cannot be prevented
<p><b>Imminent financial failure means that LCDS must cease operation</b></p>	<ul style="list-style-type: none"> <li>• The governing body is committed to maintaining sufficient cash and assets to cover the financial requirements of 'teach-out' (i.e., enabling students to complete their courses at LCDS)</li> <li>• All our modules are credit-rated in the scheme approved by the Quality Assurance Agency's Framework for Higher Education Qualifications so that it is possible to transfer to another provider.</li> <li>• We maintain a network of similar providers on whom we could draw in case of emergency (this network operated successfully to assist another provider who recently had to provide places at short notice for their current students.)</li> <li>• If the students would rather transfer to another institution to finish their degree, the course leader will help arrange the transfer.</li> <li>• The archive arrangement we describe above means that we will be able to provide any necessary student transcripts.</li> </ul>
<p><b>The Place is unusable due to natural or man-made disaster</b></p>	<ul style="list-style-type: none"> <li>• We will draw on insurance and financial reserves to cope with the costs of emergencies.</li> <li>• We will put our 'Critical Incident Plan' into action.</li> <li>• We will find alternative space, drawing on our partnerships with the University of the Arts London, Greater London Authority, Camden Council, dance venues and cultural networks across London and would relocate in the event that studios at The Place were unavailable.</li> </ul>
<p><b>UKVI registration is withdrawn and we cannot teach overseas students</b></p>	<ul style="list-style-type: none"> <li>• The transfer arrangements described above will be used to accommodate overseas students.</li> </ul>

## **Refunds and compensation**

We have a policy for refunds and compensation if we are unable to preserve your continuation of study. The policy can be found at the following link: [Policies and Procedures](#).

The Refunds and Compensation Policy covers refunds if you receive a tuition fee loan from the Student Loans Company, pay your own fees, or have your fees paid by a sponsor. If LCDS teaching facilities are not available for teaching and you incur additional travel costs to reach a different location of study, we will compensate you. We will continue to pay any bursary we have awarded. If you incur additional maintenance costs, or the disruption to your study means lost time, we will compensate you. If you have to transfer to another provider due to our inability to preserve your continuation of study, we will compensate you for tuition and maintenance costs. Where we are aware of a general problem, we may decide to award group compensation. In this case you do not have to make a separate application for compensation. Any compensation will be paid in accordance with the terms set out in the policy and procedures.

We are confident that we can meet the financial needs of the refunds and compensation policy due to the financial arrangements we describe above. We have a valuable asset since we own The Place building outright. For emergency needs we have an overdraft facility with Barclays Bank.

## **Communications**

The Student Protection Plan will be made publicly available from the point of registration, in support of the student intake from August 2022 onwards on the LCDS [website](#) page. Students' attention will be drawn to the plan in offer letters, in course handbooks and at induction.

A staff training programme to ensure all staff are aware of the plan will be managed by the School's Quality and Compliance Officer.

The plan will be considered and updated at least annually by the School's Student Voice Committee before final approval by the governing body.

Our Quality and Standards Handbook will be made publicly available on the [web page](#), describes our procedures for ongoing management of our courses, which include course committees, with student members. All proposals for amendment of the courses are discussed at course committees. They must also be approved by UAL and or UoK and require a satisfactory account of student consultation before they will agree to a change.

All major decisions affecting operations at The Place are taken by the governing body following discussion. We aim to have at least two student representatives in attendance at all meetings of the governing body.

If The Place becomes unusable due to natural or man-made disaster, we will communicate with every student individually via email, and will also set up an information page of the LCDS website which will be regularly updated to provide information about alternative arrangements during The Place's closure, and news about progress towards reopening.

If we were ever to adopt a plan to close LCDS permanently, we will let you know within five working days of a statement being agreed by the governing body. We will then communicate by email to every student to explain our actions to enable you to finish your course in the least disruptive way. A dedicated phonenumber and a named officer for each course will be appointed by the school to be a primary point of contact for students with questions about their position.

If you were to have any complaint about how we have operated the provisions of this plan you should use the School's Student Complaints Procedure, which you will find on the LCDS [web page](#).