

# Sotheby's INSTITUTE OF ART

## Student Protection Plan 2021-22

### Introduction

1.1 Sotheby's Institute of Art – London (SIAL) is committed to ensuring its students achieve the best possible academic outcomes from their studies. Occasionally circumstances may arise which mean that unforeseen changes have to be made to units or programmes (provision for such events is detailed within the SIAL's Terms and Conditions).

1.2 SIAL offers intensively taught programmes, validated, since 1995, by the University of Manchester. SIAL also offers a range of shorter, non-accredited professional programmes. The following plan covers all courses validated by the University and should be read in the context and understanding of the nature and duration of SIAL's programmes.

1.3 The Higher Education and Research Act 2017 requires all Higher Education Institutions to maintain a Student Protection Plan that protects students' interests in the case of material change to their programme of study, e.g. programme changes, suspensions, closures, or institutional closure.

These events may be triggered by (but not limited to) one or more of the following situations:

- a decision to close the Institute because of business failure;
- a decision by the Institute to close some or all of the campus;
- closure of a course;
- major changes, in a year, to course content;
- the unanticipated departure of key members of Institute staff;
- removal of the Tier 4 Sponsor Licence;
- loss of accreditation from the validating body;
- institutional disruption.

### 1.4 Purpose

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 SIAL has taken to mitigate risks and what it would do to support students to continue with their studies in the event that such risks came about.

## **2. Measures to Inform and Protect Students**

2.1 Students should make themselves familiar with the SIAL Terms and Conditions. The Institute is committed to communicating any material changes in circumstances to students as early as practicable, with clear information and alternatives.

2.2 Based on its assessment of potential risks, SIAL will take all reasonable steps to minimise any resulting disruption to services and to students affected by changes by, for example:

- offering affected students the chance to move to another course
- delivering a modified version of the same course
- delivering the same course in a different location
- providing assistance to affected students to switch to a different provider
- making provision for possible refunds or compensation, where applicable. For further information please see the Institute's Refunds and Compensation Policy:  
<https://www.sothebysinstitute.com/wp-content/uploads/2022/02/SIAL-Refunds-and-Compensation-Policy-2021-22.pdf>

2.3 SIAL is committed to supporting students to make informed decisions about what their best options are in the event of material changes to their academic situation. It will use all resources available to it to ensure students have all necessary information to evaluate any changes in a timely manner for them to make the most informed decisions possible.

2.4 This plan will be reviewed and updated on a yearly basis, or in the event that there is an increased likelihood of one or more of the risks occurring, subject to Office for Students approval

## **3. Significant Material Change**

### **Institutional closure**

3.1 The possibility of the institutional failure of SIAL on business grounds will be monitored through a risk management process in accordance with requirements of the Office for Students, and any instance of this will be managed in accordance with SIAL policies and procedures. The risk that SIAL as a whole should be unable to operate in the current circumstances has been assessed as low to moderate. SIAL has a regulated process for monitoring and auditing its operations which confirm that it is a going concern, and it has the financial support of its parent company, Cambridge Information Group to guarantee its continued operations.

3.2 If the Institute were to find itself in a position where it has no option other than to close, it would consider measures such as those below to protect student experience:

- in the first instance, closing in a phased manner, over a period of time (up to two years) that would allow all current enrolled students to complete their studies at SIAL. This would cover any students with referrals/deferrals and any who had interrupted their studies.
- In a situation where this were not possible, the Institute would support students to transfer to appropriate/equivalent programmes provided by other providers and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffered demonstrable, material financial loss.

- explore the possibility of merging with another provider in order to maintain all or part of the current provision.

### **The closure of part or all of the campus**

3.3 The risk of SIAL having to close all or parts of its Bedford Square campus due to issues with the structure and fabric of the building, has also been assessed as low. This is because, with the campus consisting of Grade One listed buildings, SIAL and the leaseholder are required to have increased levels of structural scrutiny and safety measures in place. SIAL regularly collaborates with the managing company of the estate, Bedford Estates, to ensure that the buildings are maintained to a high standard. The continuation of temporary closures of the building due to the pandemic has been assessed as high. In the event that part or all of the campus were rendered unusable for activities involving students, SIAL would usually consider remedies such as:

- Delivering some or all parts of programmes through alternative means, such as on-line / distance learning.
- relocating provision to an alternative location, which may include hiring spaces for programme delivery (where possible utilising external locations currently used by SIAL within the Bloomsbury area)
- rescheduling the timetabled hours to allow all of the scheduled teaching to take part in the available facilities. This may include student contact sessions being held outside usual planned hours. Were such an approach to be taken, appropriate consultation would be conducted with students and stakeholders who may be affected.
- In the event that any student were unable to move their studies to an alternative location, or engage with alternative modes of study for credible and demonstrable reasons, SIAL would consider, where appropriate, possible refunds if students had to change providers, or compensating students if, because of disruption to their studies, they suffered demonstrable, material financial loss.

3.4 In the event of the Institute having to close significant parts of the campus it is possible that it would adopt a strategy of employing a combination of the methods outlined above.

### **Closure of course**

3.5 SIAL has procedures in place in the event of it making the decision to close a course. At the current time it has no plans to permanently close any courses due to low recruitment; therefore the risk has been assessed as low, however temporary suspension of some short courses is highly likely. All students are made aware through Terms and Conditions that programmes and courses that do not recruit sufficient students, may be cancelled for that intake. Where this is likely to have a material impact on the students, the effects would be mitigated by the following:

- Any decision to close a course would be made with enough notice to ensure timely communication with all current students to provide assurance that they will not be adversely affected by this decision, and provide assurance that they will be able to complete their studies at SIAL.
- Additionally, where possible, provision would be made to allow for students to complete their studies where 'mitigating circumstances' have been presented or an interruption of studies has been requested.

- Possible future applicants would be notified, allowing time for them to successfully apply for an alternative programme of study.

### **Major changes, in year, to course content**

3.6 SIAL consistently aims to deliver programmes in accordance with the descriptions used in its published prospectus for the academic year of a student's study. However, in the event of major in-year changes to course content the Institute would ensure the following:

- any changes would be restricted to the minimum necessary to achieve the required quality of student experience
- affected students would be notified and consulted in a timely and appropriate manner of any proposed changes
- SIAL would work with students to ensure that any revised offer is still acceptable
- where necessary, the Institute would allow students the opportunity to withdraw from the programme
- if required, students will be offered every reasonable support to transfer to another programme, or provider
- In the event that any student found the revised offer unacceptable or was not able to move their studies to an alternative location, or engage with alternative modes of study for credible and demonstrable reasons, SIAL would consider, where appropriate, possible refunds if students had to change providers or compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss.

### **Unanticipated loss of key staff**

3.7 SIAL recognises that its programmes are of a highly specialised nature. As such, there is a risk of no longer being able to deliver material components of programmes because of the unanticipated loss of key staff. However, this risk has been assessed as low. This is because SIAL has consistently been able to replace staff, even at short notice, reflecting London's acknowledged position as a global centre of art world expertise. Within that, SIAL has an extensive network of art world and academic connections which are key to SIAL's educational offering and would assist in staff replacement. Recent experiences in digital and online delivery mean that in the short term this need not be confined to London-based staff. In the event of key members of staff leaving SIAL unexpectedly, where possible it would:

- seek to fill gaps in staffing as quickly as possible, by moving other current members of staff with appropriate skills and experience, into any vacant post(s)
- draw on its extensive network of visiting lecturers and art world connections to continue lectures and recruit new staff with appropriate skills and knowledge as quickly as possible, to minimise any disruption to students.

### **Suspension or revocation of Tier 4 Sponsor Licence**

3.8 SIAL assesses the risk of losing its Tier 4 Sponsorship status as low. Key staff work with new applicants and with key contacts from the Home Office to ensure that the Institute and its students are fully compliant with all the regulations and requirements of the Tier 4 visa

system. In the event of the suspension or revocation of SIAL's Tier 4 Sponsor status, it would take all reasonable steps to minimise the resultant disruption to those services and to affected students by, for example, the following:

- working with UKVI to allow enrolled students to complete their year of study/programme
- allow students already in receipt of a visa based upon an allocated CAS from the Institute to enrol and commence their studies
- offer students who have not commenced their travel to the Institute the opportunity to postpone their application pending the resolution of the suspension
- In the event of a revocation of its Tier 4 Sponsor status, the Institute would provide all reasonable assistance to affected students to switch to an alternative sponsor and may follow steps laid out in 3.1

### **Loss of accreditation with the validating body**

3.9 SIAL has had a validating relationship with the University of Manchester since 1995. The risk of any sudden loss of validation from the University of Manchester having effect on current students is assessed as low. This is due to the commitment from the University in its validation agreement with SIAL that in the event of a sudden withdrawal of validation, all enrolled students would be able to complete their programme/course of studies and receive the requisite award and/or credits. The validation agreement with the University is renewed on a five yearly basis, however, the likelihood of this agreement not being renewed has also been assessed as low, based on the strength of the close working relationship between the two institutions built up over nearly 25 years. In the event of losing some or all of its validation through the University of Manchester, SIAL would consider measures to protect student experience, such as those listed below:

- ensuring that any decision to end validation enables all currently enrolled students to complete their studies as provided for in the terms of the existing validation agreement
- offering affected students the chance to move to another course within the Institute
- explore the possibility of finding a new validation partner
- providing assistance to any affected students to switch to a different provider who holds the relevant accreditation and (where appropriate financially) by compensating students if, because of disruption to their studies, they suffer demonstrable, material financial loss

### **Disruption of institutional activity**

3.10 The fact that SIAL's campus is in the heart of a major capital city, where external or internal events could result in term-time programme disruption is a distinct possibility. SIAL will normally consider whether it is practicable to make changes to programme delivery, rather than closing or suspending an affected programme. Such events could include:

- industrial action
- external environmental incidents
- large scale public health incidents.

3.11 Whilst it is highly unlikely that SIAL itself would be affected by internal industrial action, it is possible that the Institute and its students may be unduly affected by industrial action by a third party, for instance during a prolonged transport strike. Similarly, ongoing public monitoring of environmental and public health issues usually ensure that significant disruption to students completing their programme is minimised. However, current public health circumstances require SIAL to consider the possibility that Covid 19 could continue to disrupt usual delivery plans.

3.12 In the unlikely event disruption of institutional activity, SIAL will usually seek to:

- ensure that normal operations and services are maintained as far as possible. This may also include taking actions outlined in 3.3 above.
- take all reasonable steps to fulfil its responsibilities to students in ensuring that any disruption is minimised and students are not, as far as is possible to determine, disadvantaged.

3.13 SIAL fully appraises itself of the guidance issued by the Metropolitan Police regarding potential terrorist incidents in central London and has assessed the potential risk of short-term disruption to institutional activity from such an incident as moderate. The Institute also recognises that such an incident may have disproportionate effects on differing individual students and staff. In the event of a significant terrorist event in central London, which impacted upon the Institute, SIAL would:

- implement its Serious Incident Plan
- ensure that normal operations and services are maintained as far as possible. This may also include taking actions outlined in the section addressing closure or partial closure of the campus, below.
- offer one to one support internally or referred externally for any students who may be disproportionately affected by any such event.

In the event that a student or students were not able to return to SIAL after a terrorist event, it would consider implementing measures outlined under the closure of the campus.

#### **4. Feedback**

4.1 SIAL will monitor this plan on an annual basis, informed by feedback from students and other stakeholders and a copy of this plan will be posted on the Institute's website. In the event that any of the circumstances outlined above comes about, the Institute will re-publish its plan and open discussions with students about how they can be supported during any period of disruption to the continuity of their study. If the Institute has to enact any part of this plan, it will seek feedback from students as to the effectiveness of actions taken.