Student Protection Plan

Institute for Optimum Nutrition

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1. INTRODUCTION

1.1 This is the Student Protection Plan for the Institute for Optimum Nutrition (ION).

1.2 This Plan was created in consultation with students through our student voice representatives and shows our assessment of the risks to you should we not be able to deliver our commitments and enable you to complete your studies with us.

1.3 CMA guidance has been taken into consideration in drafting this plan.

1.4 We fully expect to enable you to complete your studies with us. In rare circumstances factors may occur that mean we may not be able deliver our courses. These include:

- 1.4.1 ION is unable to deliver courses online
- 1.4.2 ION is unable to deliver material components of the courses or delivery is interrupted
- 1.4.3 ION is unable to recruit sufficient students to the course
- 1.4.4 ION loses validation of courses
- 1.4.5 ION loses professional accreditation of courses
- 1.4.6 Run out affects the quality of the course
- 1.4.7 Events outside ION's control

1.5 Our Student Protection Plan provides you with further details of the risks of these events occurring and confirms how we manage and respond to these risks to protect your interests.

1.6 You, our students, were consulted in the creation of our student protection plan and will review the student protection plan annually at the student voice committee.

1.7 We publish our Student Protection Plan to applicants and current students.

1.8 The Higher Education regulator, the Office for Students requires every higher education provider to publish a Student Protection Plan. The plan will be reviewed annually, and any amendments will be approved by both our Board of Trustees and the Office for Students before publishing

1.9 Our Student Protection Plan contains the following information:

- 1.9.1 Information on the terminology used
- 1.9.2 Our assessment of the risks

1.9.3 The mitigations we will put in place to support you

1.9.4 Refunds and compensation

1.9.5 How we will consult and communicate with you about the Student Protection Plan

2. TERMINOLOGY

2.1 University of Portsmouth (UoP)

2.2 Run out

Run-out is when a provider has decided to phase out a course on which you are enrolled. The courses continue to be taught but no new students are recruited, and arrangements are made to ensure you can either complete the course of study, or transfer to a mutually agreed course at no disadvantage.

2.3 Virtual Learning Environment (VLE)

2.4 Events Outside of our control

Circumstances beyond ION's reasonable control that could not have been prevented even if ION had taken reasonable care mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.

3. RISKS

3.1. This section sets out our assessment of the range of risks to you being able to continue your course, how those risks may differ based on your needs, characteristics and circumstances, and the likelihood that those risks will occur.

I. Our courses are validated by the University of Portsmouth (UoP) under contract, which expires in 2030.

II. Overall, our assessment is that the risk to you that we will not be able to complete your course is low. ION has a longstanding partnership with the UoP, first established in 2014. Our contract with the UoP for validation of your course was renewed in 2025 until 2030 There is no reason at this time that indicates a new contract will not be agreed from 2030 for a further 5 years.

When you enrol at ION, you are also registered with the UoP and will be able to continue your studies at the UoP, should ION not be able to continue to deliver your course.

III. You are a student of two institutes, ION and the UoP, therefore, in the event that ION is no longer able to deliver your course or if our contract is not renewed, the UoP will be responsible for the continuation of your studies.

3.2. We have looked at specific risks which might arise, and set out below how high we assess them to be, how likely it would be that they impact your ability to complete your course, and why:

3.2.1. ION is unable to deliver online courses:

a. The risk that you will not be able to complete your studies is low: nutritional therapy/personalised

nutrition is our sole business, for the last 40 years, making us the longest standing provider in the field, and we have staff able to teach in those disciplines.

b. As an online training provider, we have recordings of all lectures. These are reviewed and updated annually. All our data is backed up in the Cloud and our IT support suppliers have a service level agreement with us to ensure any outages are dealt with appropriately.

c. Should ION not be able to deliver your course, the UoP will liaise with you to determine the course of action to take, which may include:

- Retaining ION staff to teach out your course through the UoP (running out)

IV. Refunding you for your course,

- Supporting you to transfer to another course as similar as possible
- Assist you in transferring your completed credits to the same course with another provider

3.2.2. ION is unable to deliver material components of the courses or delivery is interrupted:

V. The risk that we are no longer able to deliver material components of your course is low: ION uses both contracted and visiting lecturers to deliver your course. All lecturers are either qualified Nutritional Therapists or experts within their field. We have a mix of part-time and full-time staff. We can substitute lecturers from our pool of staff and from our list of visiting lecturers. The materials are recorded and updated annually. We use a pool of external clinic and research supervisors, and markers who are able to flex their hours.

a. The risk that an interruption to the delivery of your course will hinder you from continuing your studies is low, as all lectures are pre-recorded, and you can access these in your own time. Pre-recording is scheduled well in advance of release date.

VI. We have business continuity plans in place that are regularly reviewed by our Trustees. These outline how we will respond to and tackle circumstances that might deny you and ION Staff access to the virtual learning environment (VLE). Your access to our VLE is a priority 1, critical function to us. We have a 4 hour timeframe to recover your VLE function as according to our business continuity plan.

3.5.3 ION is unable to recruit sufficient students to your course:

VII. The risk of failing to recruit enough students is medium: Our research has indicated that there is a demand for personalised and functional nutrition courses, as the global increasing emphasis on preventative health and wellness, coupled with a growing research and awareness of the link between diet and overall wellbeing. The lack of statutory regulation of Nutritional Therapy, means that people can take cheaper nutrition courses and practice which provide no protection for the public. With the current cost-of-living crisis in the UK people are more hesitant to undertake courses that require significant investment and that require the establishment of independent practice. In ION's 2023-2028 business plan, we have committed to becoming a trainer of choice. We are continually working on our strategy to identify and market to newer audiences. Our aim is to expand our demographic to younger students, partnering with the Office for Students to access student finance will enable those reliant on student finance to access our courses . We are continuing to evolve our marketing and admissions activity and resources to achieve recruitment targets.

a. Our financial modelling has included a scenario of low levels of income from students; this shows that we can continue to support delivery of your course. If in future years we do not recruit enough students, we would commit to run out your courses in accordance with this Student Protection Plan.

3.5.3 ION loses validation of courses:

a. The risk that you will not be able to complete your studies is low: we have been awarded validation based on the quality of our courses and governance arrangements. Our validating partner (UoP) works closely with us to monitor the quality of our delivery. They oversee the exam board and continue to praise the quality of our teaching and student outcomes. The UoP have used many of our practices as exemplars of good practice for their own course developments.

b. Our contract with the UoP ensures that you will be supported by them to either complete your course or are found a suitable alternative.

3.5.4 ION loses our Professional and/or Voluntary Regulatory Body Accreditation:

a. The risk that the removal of accreditation will prevent you from continuing your studies or from entering your chosen career is low: we liaise and work closely with accrediting bodies, Nutritional Therapy Education Commission and the British Accreditation Council to ensure that your course reflects the required standards for accreditation. We also ensure that our courses comply with existing standards and have monitoring systems in place to ensure that we reflect new accreditation requirements in our academic planning. ION has interim accreditation assessments annually, at these events any issues that may arise can be addressed before a full reaccreditation.

b. The removal of professional and voluntary regulatory body accreditation is not always the consequence of failing to attain required standards. We may, from time to time, choose to pursue new accreditations and/or withdraw from existing accreditations to better align with our strategic goals.

c. Accreditation is not always required to enable a qualification to be awarded or for you to enter your career in personalised nutrition. If we change or withdraw from an accreditation, then your needs and aspirations will be a primary consideration and you will be consulted through the student voice committee. Any changes will normally come into effect at the start of the next academic year, although some may be introduced during the academic year where the Institute reasonably considers this to be in your interest or where this is required by law or other exceptional circumstances. We will take all reasonable steps to minimise disruption to you wherever reasonably possible, for example, by giving reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate. The updated will be made available on the Institute's website, on your student learning environment and may be publicised by other means so that you are aware of any changes.

d. New, amended, and reviewed accreditations are overseen by our Education Committee consisting of our trustees, Dean, Head of Undergraduate Courses and CEO, which can request the delivery of an action plan if any risks are apparent.

3.5.5 Run out affects the quality of the course:

a. The risk that the quality of your studies would diminish is low: our lecturers undergo peer observation annually and 6 to 8 weekly performance supervision. Supervision includes how staff will develop, update and maintain both pedagogic and subject specific knowledge. Academic staff meet regularly to ensure congruence throughout levels and courses, and that accreditation requirements are being met. Our lecturers are supported by Level Leaders and senior academics who ensure standards, updates and changes being made when required. Quality is also monitored by external examiners (UoP) and through the UoP quality monitoring procedures.

b. To ensure that the quality of your course remains high during the run-out period, we will implement several mitigation strategies. We will retain experienced lecturers and supplement them with qualified visiting lecturers. Additionally, we will continue to invest in up-to-date resources and materials to ensure that you have access to the latest information and learning tools. Support services, such as academic advising and tutoring, will remain fully available to you, ensuring you receive the guidance needed to successfully complete your studies. Finally, we will actively monitor your feedback and make necessary adjustments to maintain the learning experience throughout the course duration.

VIII. Events outside of our control?

c. The risk that you would be unable to complete your studies is low:

d. Sometimes circumstances beyond our reasonable control could not have been prevented even if ION had taken reasonable care ("Events Outside of Our Control") mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.

e. Examples of Events Outside of Our Control include (but are not limited to):

- the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;
- industrial action by third parties;
- power failure;
- acts of terrorism;
- pandemics, epidemics and other threats to public health;
- fire;
- severe weather conditions;
- natural disasters;
- political or civil unrest;
- damage, interruption or lack of access to buildings, facilities or equipment;
- the acts or delays of any governmental or local authority;
- legal or regulatory changes, including changes to government guidance;
- sanctions imposed by any country;
- withdrawal by any government or local authority of any necessary licence; and/or
- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

c. Where Events Outside of Our Control occur, we will notify you at the earliest opportunity that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those applicants or students who are affected, by, for example

- deferring the start date for the course;
- delivering the course in a different way, or at another time;
- delivering a modified version of the same course;
- assisting you to transfer to complete the course at another institution; and/or
- delivering other services and facilities in a different way.

d. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with ION and we will follow our Student Protection Plan. You may also make a complaint under the Institute's Student Complaints Process as set out in the Regulations Handbook.

e. Where Events Outside of Our Control occur and we are unable to take steps to minimise the resultant disruption to you then neither the ION nor you will be liable for breach of your Student Agreement.

4. MITIGATION

4.1. This section sets out mitigating actions we have in place to address the risks to you.

4.2. Overall, the main approach is the back-up secured by legally binding agreements with the UoP.

4.3. Should our contract with the UoP terminate for any reason or your course cease, the UoP will be responsible for the continuation of your studies and you will be supported by them to either complete your course or find a suitable alternative. Clause 20.1 of the legally binding agreement signed by the UoP and ION commits us to supporting this course of action as follows:

''14.2 Following receipt of a notice to terminate one or more of the Courses separately from the Agreement by either Party for any reason, or where the Parties mutually agree in writing to terminate a particular Course:

14.2.1 no new Students shall be admitted to the terminating Course, unless otherwise agreed by the University in writing;

14.2.2 the ION shall cease to promote, market or advertise the terminating Course, unless otherwise agreed by the University in writing;

14.2.3 the Parties will agree any termination arrangements applicable to any Run-out Period in accordance with **clause 20.3** below;

14.2.4 The ION shall for six (6) years following the date on which the last Student completes the terminating Course in question, maintain the records, accounts and other information in respect of such Students and allow the University and its duly authorised representatives and any statutory or regulatory bodies to access and take copies of such information during usual business hours and on reasonable notice (normally fourteen (14) Calendar Days) in accordance with the University's Records Management Policy; and

14.2.5 the ION shall to the extent required by the University use its reasonable endeavours to ensure that the University and/or its servants, agents, sub-contractors, are able to discharge all outstanding commitments to Students and/or relating to or arising from the

provision of the terminating Course (or the relevant element). ''

4.4 In the event our UoP contract is terminated we will retain student records in our student information system (Tribal EBS). In the event ION is unable to deliver your course and you are solely a student at UoP then your records and data will be transferred to and be maintained by UoP.

4.5 This means that both ION and the UoP are legally committed to providing you with support to enable you to complete your studies.

4.6 The run-out plan will ensure you have sufficient teaching, and the UoP will retain ION staff to teach the course, or UoP may decide to refund you for your course, or support and consult you to transfer to another course. This ensures that you will receive the quality of education for which you enrolled.

4.7 We are committed to annually monitoring and reviewing your course to ensure that it continues to be dynamic, innovative, and meet changing needs. If, because of these activities, it was decided to close a course then, where possible ION will "run-out" your existing course to ensure you are able to complete your studies.

4.8 We have a forecast and have modelled our finances based on lower student numbers going forward to reflect the change in economic conditions.

4.9 In the rare event that the ION is unable to provide for continuation of your studies then we will facilitate opportunities for you to continue studying with UoP or if you want to transfer to another higher education provider, we will help you to find a suitable one and communicate with them on your behalf.

5. REFUNDS

5.1 This section provides information about the policy we have in place for suspension of studies and changes in circumstances to your tuition fees if there is a change to your studies.

5.2 We have a suspension of studies and changes in circumstances policy, see appendix 1.

5.3 This plan has been drafted while taking CMA guidance into consideration, and was also reveiwed by Higher Education specialist lawyers to ensure that it is a good and fair way to assess any claims for refunds from you.

6. COMMUNICATION AND CONSULTATION

6.1. We have consulted with students via Student Representatives on our Student Protection Plan to gather views from the student body and incorporated their views where appropriate into the plan. The Student Protection Plan is also shared with the Student Voice Committee Representatives annually to gather views from you so they can be considered and incorporated where appropriate into the plan.

6.2. Our Student Protection Plan is available to you on our website and on the VLE.

6.3. We will train staff in our approach to Student Protection and ensure that staff are aware of the implications of our Student Protection Plan when course changes are proposed, by ensuring that all implications are considered as part of our courses annual monitoring processes.

6.4. If any event arises within our control where we could no longer deliver your course, we would provide you with notice. This notice period would depend on the specific circumstances of the course closure. We would provide reasonable steps to provide a notice period that allows you to complete your studies or transfer to the UoP, or onto another course outside of UoP. In these circumstances we would also:

a. Create a plan to work with and support you

b. Meet in person or virtually with you individually and collectively at the earliest possible opportunity to inform you about the situation and the reasons

c. Set out the actions that we would take to identify transfers to the UoP or alternative course providers

d. Provide you with support from our Level and Course Leads

e. Signpost the availability of support from the Academic Support Team

f. Provide you with verbal and written confirm and information on your course ceasing

g. Provide timescales in which you may wish to submit formal responses, dependent on the specific circumstances

h. Confirm the process for any formal complaints about the implementation of the Student Protection Plan

i. Make provision for any compensation in line with our Refund Policy

6.5. ION will work with Student Representatives to review and revise the Plan as part of the formal annual review process, and invite discussion and comments. We will formally review the Student Protection Plan every 12 months to identify any required revisions, or more frequently if changes to our risk profile make this necessary, while maintaining close communications with our student representatives. The review will be undertaken with the Student Voice Committee, validating partner and the Board of Trustees. After which any changes will be approved by our Trustees and the Office for Students before publishing.

Appendix 1

IX. REFUND AND COMPENSATION POLICY

7.1 Background

7.1.1 We are committed to ensuring that students are able to continue their studies. In the rare event that we are unable to meet this commitment or our solution results in material disadvantage, we will provide an appropriate resolution that may involve a refund to affected students.

7.2 Scope of this Policy

7.2.1 This policy applies to all registered students at the Institute and to all instances where students cannot continue their studies because the Institute is unable to fulfil its duties.

A. The Institute will normally "run-out" existing courses to ensure that students are able to complete their courses. If we are unable to "run-out" then we will work with the validating partner to enable them to deliver the course.

7.3 Definitions

7.3.1 For the purposes of this policy:

7.3.1.1 Run Out

Run-out is when a provider has decided to phase out a course on which students are still enrolled. The courses continue to be taught but no new students are recruited, and arrangements are made to ensure all existing students can either complete the course of study, or transfer to a mutually agreed course at no disadvantage.

7.4 Changes to your course

7.4.1 ION will use our reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description given to it for the academic year in which you began your course.

7.4.2 However, the Institute will be entitled to make reasonable changes to your course or to related educational and other facilities and services where that will enable the Institute to deliver a better quality of educational experience to students enrolled on the course. Reasons for such changes may include:

- to ensure that we are continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
- to reflect changes and developments in teaching or academic research to ensure that your course is relevant and up-to-date;
- to improve the quality of our educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector;
- in response to relevant professional or accrediting body requirements or guidance.

7.4.3 Such changes may be to:

- the content and syllabus of courses;

- the timetable and number of classes;
- the structure and/or timing of the academic year;
- the method of delivery of courses, services and facilities; and/ or
- the examination and assessment process.

7.4.4 In making any such changes, the Institute will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the Institute changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another provider without penalty.

7.5 If your course is affected by change, then we will ensure that if you are affected, you will receive:

a. Any award for which you are eligible

b. Support to move to another course

c. Support for the transfer of your studies to the UoP or another provider

d. A proportionate refund of your tuition fees will be applied

7.6 Refunding Tuition Fees

7.6.1 We will make the following arrangements for refunding tuition fees. If:

a. Students have paid their own tuition fees then the refunded fees will be paid directly to them.

b. A student's sponsor has paid the tuition fee then the refunded fees will be paid directly to the sponsor.

7.7 Applying for a Refund

7.7.1 We will only close or run-out a course after careful consideration and will do this in a closely managed way. As part of this consideration and management, a process will be established in each instance to either:

a. Identify and offer an overall refund if you are an affected student and/or sponsors; or

b. If affected to enable you to apply for a refund of fees.

7.8 Failure to serve

7.8.1 In the circumstance ION breaches our contract to supply a module or course to students, students will be compensated with the opportunity to repeat the module within ION's students regulations.

7.9 Failure to meet expectation

7.9.1 In the event the students chosen course of study does not meet expectations, students have the right to withdraw from the course and will be compensated in line with ION's 14 and 30 days cancellation and withdrawal policy within the Tuition Fees Policy and the student agreement.