

# Student Protection Plan

Provider's name: University of the Built Environment<sup>1</sup>

Provider's UKPRN: 10008173

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## 1. The aim of this plan

University of the Built Environment's Student Protection Plan ("SPP") sets out the measures that the University has in place to protect You (the student), should a risk to the continuation of studies arise, and the action the institution will take to protect Your interests and assure continuity of study in the event of a programme closure, or in the unlikely event that the institution is no longer able to operate.

The University is committed to protecting the interests of all Our students, in all circumstances. If a Material Change (as set out in section 2) occurs the University will consult with students at the earliest opportunity and put measures in place to preserve continuation of study.

This SPP assesses the level of risk in relation to continuity of study, the measures that the University has in place to mitigate any risks, and how the institution will communicate any information relating to the SPP with You.

The measures contained in this SPP supplement the protection You have under consumer protection law and do not impinge on Your consumer rights.

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<sup>1</sup> 'University of the Built Environment' is a business name of University College of Estate Management, a corporation established by Royal Charter with registered charity number 313223 and registered company number RC000125.

# University of the Built Environment Student Protection Plan

This document should be read in conjunction with University of the Built Environment's Terms and Conditions of Contract which are published on the University [website \(opens new window\)](#).

For the purposes of this SPP 'a student' is defined as someone who has registered to study with the University on either an undergraduate or postgraduate taught or research programme, and who, as part of registration, has accepted the Terms and Conditions of Contract.

## 2. Assessment of the risk of a Material Change to delivery

The following section provides an assessment of specific risks, and the likelihood that these risks will occur. In the event that any of these Material Changes occur, the SPP will be implemented, and students will be communicated with as outlined in section 7.2.

### 2.1 Material Change 1: Risk that University of the Built Environment is no longer able to operate.

Overall, the risk that University of the Built Environment will no longer be able to operate, or will cease to operate, is **LOW**. The University's Institutional Risk Register is regularly reviewed by its Audit Committee in line with guidance set out in the Committee of University Chairs' (CUC) Higher Education Code for Governance, and the CUC Handbook for Members of Audit Committees in Higher Education Institutions. The University of the Built Environment Audit Committee's responsibilities are subject to the over-arching governance of the University led by the Vice Chancellor and the powers and functions of the Board of Trustees.

The Risk Register details specific risks, and includes a defined risk score pre- and post-mitigation, as well as associated actions.

The University is, as at the time of this SPP, financially sustainable: its income annually matches its expenditure, and the reserves held exceed its annual income. Full details are available in the University's audited Annual Accounts, published by the [Charity Commission \(opens new window\)](#).

The University's annual budgets and business plans are approved by the Finance Committee who, with the delegated authority of the Board of Trustees, monitor in-year costs and income to assure appropriate oversight and control.

The Senior Leadership Team is responsible for ensuring delivery of the annual budgets and business plan.

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The institution has in place a Business Continuity Plan to mitigate against risks that may have an impact on the institution's ability to either fully or completely operate due to unforeseen circumstances. These include mitigations such as: the University's headquarters at Horizons, Reading, UK being completely damaged and the plan for putting in place temporary new premises and rectifying the damage; severe illness resulting in a significant number of staff being unavailable and mitigation via the staffing plan to ensure essential processes can continue; utility failure and component or systems failure and the steps required to ensure that service can continue.

The Audit Committee meets quarterly and as part of its remit reviews and manages risk. The latest view of institutional risks is contained in the minutes of the Audit Committee available on the [University's website \(opens new window\)](#).

The impact on students should the risk crystallise would be **HIGH**, particularly for those students who would require any alternative provision to be provided via supported online learning. In the unlikely event of this risk crystallising, the University would look to work with its students and other universities to support students to continue their learning at another provider and would enact the University's [Refund and Compensation Policy \(opens new window\)](#), as appropriate.

### **2.2 Material Change 2: Risk that University of the Built Environment loses the power to award degrees or validation of one or more of its programmes.**

University of the Built Environment has 'taught degree awarding powers' (TDAP), which means the institution has been granted the authority to award all taught awards on an indefinite basis. The University currently offers a range of its own validated degrees. This SPP details the assessment of risk to the continuation of study if the institution were to lose the power to award degrees.

The University has in place governance and quality assurance processes to mitigate against any risk that could impact on the University's taught degree awarding powers and to ensure compliance with the regulatory framework and the Office for Students' (OfS) ongoing conditions of registration. By proactive monitoring of compliance with the on-going OfS conditions of registration and engagement with sector groups to learn from best practice the risk is considered **LOW**.

If a decision was made by the OfS to de-register or remove TDAP, the University would appeal and/or would apply to re-register to enable teach-out.

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If the University was unable to teach out it would assist students to transfer to an equivalent programme at another provider.

The risk that the University will lose validation of one or more of its programmes (such as research degrees) that are validated by its partner institutions is **LOW**. The institution maintains strong relationships with such partners and a contractual commitment exists to support and protect students and allows for the running out of programmes to ensure all enrolled students can complete their studies.

The impact on students should either of these risks crystallise would be **HIGH**, particularly for those students who would require any alternative provision to be provided via supported online learning. In the unlikely event of this risk crystallising, the University would look to work with its students and other universities to support students to continue their learning at another provider and would enact the University's [Refund and Compensation Policy \(opens new window\)](#), as appropriate.

### **2.3 Material Change 3: Risk that University of the Built Environment is no longer able to deliver one or more modes of study to our students.**

University of the Built Environment's core mode of delivery is online provision. The risk that the University would no longer be able to deliver its programmes by online learning is **LOW**. The institution's Board of Trustees has invested significantly in the development of online resources, technology, and expert staff to support the continued delivery and enhancement of online learning at the University.

Workshops provided as part of an apprenticeship programme will continue to run as they form part of the University's funding requirements from the Department for Education (DfE).

The impact on students should the risk crystallise would be **HIGH**, particularly for those students who would require any alternative provision to be provided via supported online learning. In the unlikely event of this risk crystallising, the University would look to work with its students to deliver the programme via a different mode of study, and where this is not possible, would approach other universities to support students to continue their learning at another provider and would enact the University's [Refund and Compensation Policy \(opens new window\)](#), as appropriate.

### 2.4 Material Change 4: The risk that University of the Built Environment is unable to deliver at one or more locations.

The majority of University of the Built Environment teaching is provided fully online, with the exception of programmes delivered by the London School of Architecture (which include face-to-face provision in Hackney, London) and research degrees (which are delivered from the Horizons office in Reading).

The risk that the University will be unable to deliver its teaching through the VLE is **LOW**. To mitigate the risk of failure of the VLE, the VLE is hosted externally in a high availability cloud-based environment, so an outage is unlikely. In the highly unlikely event of an outage, the supplier contract includes 24/7 support, and the institution would contact the supplier immediately. This risk is continuously monitored and is detailed in the University Business Continuity Plan.

The impact on students should the risk crystallise would be **LOW** if failure of the VLE is short (a day or two). The impact on students would increase the longer the failure of the VLE is ongoing. In the unlikely event of this risk crystallising, the University would work with the VLE provider to ensure availability is restored as a matter of urgency. The University would also ensure that no student is adversely impacted where the disruption coincides with any form of assessment.

The majority of apprenticeship workshops are delivered online however the University occasionally runs some physical workshops to support delivery of its apprenticeship programmes. The University does not host the workshops at a specific location or campus, but instead hires venues in locations around England. There is a **MODERATE** risk that a specific location could become unavailable. In this event the University will offer a suitable alternative location. If physical workshops cannot be held the institution will offer online workshops as an alternative. The impact on students should the risk crystallise would be **LOW** as any face-to-face sessions are currently designed to support networking opportunities only. In the unlikely event of this risk crystallising the University would seek to reschedule the face-to-face event or arrange an alternative online event.

The risk that the University will be unable to deliver programmes based at London School of Architecture's premises in Hackney is **LOW**. The institution is familiar with a range of alternative options for studio space in London should it need to enter into a new arrangement because, for example, it wishes to enlarge the space available as a result of planned student number expansion or in the event of any emergency in relation to the existing premises. The impact on students should the risk crystallise would be **MODERATE** if new premises is required within a nearby location.

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The severity increases the further any new location is from the current campus, and in the event of a gap between loss of access to the existing location and the new location. In the unlikely event of this risk crystallising the University would seek to support students through this transition and ensure that no student is adversely impacted where the disruption coincides with any form of assessment.

The risk that the University will be unable to deliver research degrees at Horizons is **LOW**. If a natural disaster or major event outside of the University's control occurs that results in the temporary closure of the Horizons office, alternative arrangements will be made to minimise disruption to students and their studies. The impact on students should the risk crystallise would be **LOW** as the attendance requirements for the programme are very limited. In the unlikely event of this risk crystallising an alternative venue would be used in consultation with the student.

### **2.5 Material Change 5: Risk that University of the Built Environment is no longer able to deliver programmes to students in one or more subject areas.**

All University of the Built Environment programmes are focussed on subjects relating to the built environment – i.e., property, land, and construction. This fulfils the University's Royal Charter (RC000125), which defines its objectives as to deliver education and training within these specialist areas.

The University has full- and part-time members of staff with expertise in the relevant specialisms, and these academic staff are supported by associate lecturers who are also specialists within the built environment.

The risk to students of non-continuation of study arising because the University could no longer deliver programmes in one or more subject areas is **LOW**, because the institution has well-integrated teams, and are supported by a strong network of associate lecturers.

The impact on students should the risk crystallise would be **HIGH**, particularly for those students who would require any alternative provision to be provided via supported online learning. In the unlikely event of this risk crystallising the University would look to work with its students and other universities to support students to continue their learning at another provider and would enact the University's [Refund and Compensation Policy \(opens new window\)](#), as appropriate.

### 2.6 Material Change 6: Risk that University of the Built Environment is no longer able to deliver one or more programmes due to closure.

The University of the Built Environment Terms and Conditions of Contract sets out the circumstances in which the University may close a programme.

Section 3 of this SPP provides information on the measures that the University has in place to preserve continuation of study for its students.

There may be instances where the University will choose to discontinue a programme; however, on these occasions it will cease recruitment and then teach out the programme or offer students a suitable alternative programme. The University ensures that remaining students on the programme are fully supported to complete their studies by putting in place a Programme Closure Student Support Plan. The risk that the institution would not teach-out the programme is very **LOW**.

The University's apprenticeship programmes are funded by the DfE. There is a **MODERATE** institutional risk that the DfE would revoke the University's funding contract if it fails to meet its compliance requirements. In this event the University would be required to transfer all apprentices to an alternative delivery partner for the remainder of their apprenticeship programme. If an individual apprentice was found to be ineligible for funding after commencing a programme with the institution, the circumstances of the case would be considered. Depending on the circumstances of the case the apprentice would either be allowed to continue on their programme without DfE funding or would be withdrawn.

The impact on students should the risk crystallise would be **LOW** where remaining students on the programme are fully supported to complete their studies. The impact on students should the risk crystallise would be **HIGH** for remaining students on the programme if they are not fully supported to complete their studies, particularly for those students who would require any alternative provision to be provided via supported online learning. In the unlikely event of this risk crystallising the University would look to work with its students and other universities to support students to continue their learning at another provider and would enact the University's [Refund and Compensation Policy \(opens new window\)](#), as appropriate.

### **2.7 Material Change 7: Risk that University of the Built Environment will make changes to programmes or is no longer able to deliver material components (i.e., tuition as defined in the programme specification) of one or more programmes.**

Where there is a change to a programme, this will be made in accordance with the Terms and Conditions of Contract.

Changes will usually be made from the start of a new academic year, i.e., from 1 September, following a period of consultation with students and prospective students outlining the options available to them.

The risk that the University would no longer be able to deliver material components is **LOW** because of the way the teams have been integrated within the academic structure and the associate lecturer network which supports delivery of its programmes. All of the University's programmes are mapped to meet the competency frameworks of the relevant professional bodies, and modules will continue to be delivered to ensure the programmes meet professional body requirements.

Certain programmes include a work placement with a practice. The University is therefore reliant on relationships with industry and has put in place additional capacity within its networks to provide an appropriate level of opportunity for practice placements for students. The University undertakes a process of due diligence on prospective members of such networks before they start to provide placement opportunities. It has in place a formal Practice Agreement in relation to student placements. In the event that a placement provider withdraws or is unable to provide a placement, the University will take reasonable steps to minimise the impact to any students affected and will seek an alternative placement opportunity.

In the unlikely event of this risk crystallising the impact on students would depend on the level of change imposed and the timeframes for implementation and could range from **LOW** to **HIGH**. The University would work with its students to understand and mitigate the impact and students may be eligible for compensation where the change has disadvantaged them in line with the University's [Refund and Compensation Policy \(opens new window\)](#).

### **2.8 Material change 8: Risk that a University of the Built Environment programme loses its professional, statutory, or regulatory body accreditation.**

University of the Built Environment has a strong record of delivering programmes that are regulated by a professional, statutory, or regulatory body (PSRB). The risk therefore of the University losing such accreditation is **LOW**.

If a programme loses its PSRB accreditation, the University will discuss options with affected students. These options may include transferring to another programme within the University or supporting students to transfer to another institution that holds the relevant programme accreditation.

Many of our programmes carry multiple accreditations from different PSRBs. The impact on students should the risk crystallise would be **HIGH** for those students and apprentices that are seeking accreditation from a particular PSRB to support their professional aspirations. For some programmes, the PSRB accreditation is even more important as it allows students to practise in that field. If students needed to leave their programme and transfer to another provider to enable them to continue on an accredited programme it would have a **HIGH** impact on students that would require alternative provision to be provided via support online learning or were looking for an alternative apprenticeship provider. In the unlikely event of this risk crystallising the University would look to work with its students and apprentice employers and other universities to support students to continue their learning at another provider and would enact the University's [Refund and Compensation Policy \(opens new window\)](#), as appropriate.

### **2.9 Material Change 9: Risk that University of the Built Environment is no longer able to recruit or teach students with particular needs.**

University of the Built Environment attracts students from around the world, and currently has part-time and full-time students studying in approximately 100 countries. The risk that the institution would no longer be able to attract or deliver its programmes in full- and/or part-time modes is **LOW**, due to the continued investment and support from the Board of Trustees.

Due to its predominantly online learning model meaning that students do not visit the UK to study their programme, the University is therefore not subject to Tier 4 visa requirements. For this reason, the risk to non-continuation of study for international students is **LOW**.

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The risk that the University would no longer be able to recruit or teach students with disabilities is also **LOW**. The institution reviews all its materials for accessibility to ensure that a student with disabilities can apply to the University and can access the learning materials. The institution may provide materials in different formats, as detailed in the [Neurodiversity, Disability and Long-Term Health Policy \(opens new window\)](#). The institution has a dedicated Disability and Welfare Team to support applicants and students with additional educational needs, and to ensure appropriate arrangements are in place.

The risk that the University would no longer be able to recruit or teach students with any other protected characteristics is also **LOW** because its predominantly online delivery provides an accessible platform and mode of learning. In addition, the programmes are designed to be flexible to support students in different circumstances, such as pregnancy, paternity, and maternity.

Given its predominately online delivery of teaching, the impact on students should the risk crystallise would be **HIGH** for those particular groups of students that are studying with the University, particularly for those students who would require any alternative provision to be provided via supported online learning. In the unlikely event of this risk crystallising the University would look to work with its students and other universities to support students to continue their learning at another provider and would enact the University's [Refund and Compensation Policy \(opens new window\)](#), as appropriate.

### **3. Measures that University of the Built Environment has put in place to mitigate these risks and to preserve continuation of study for students.**

University of the Built Environment is committed to ensuring the continuation of study for students in the event of a Material Change and will be transparent where changes have occurred, or are going to occur, and will support students through any changes.

Detailed information regarding the processes that are in place to mitigate risk in the event of programme closure or programme change can be found in the following documents:

- [Terms and Conditions of Contract \(opens new window\)](#).
- [University of the Built Environment Academic and Programme Regulations \(opens new window\)](#).
- [University of the Built Environment Programme Planning, Monitoring and Evaluation Policy \(opens new window\)](#).

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- [University of the Built Environment Refund and Compensation Policy \(opens new window\)](#).

All documents are published on the University's website. You are advised to read the relevant section of these documents alongside this SPP.

In the event of any programme closing the University will put in place a student support plan which details how student interests will be protected in line with the SSP, what risks are associated with closing the programme and how the risks will be mitigated, the student and stakeholder communication strategy and any changes to programme management and delivery arrangements during the runout. Oversight of the implementation of the student support plan rests with the University's Quality Standards and Enhancement Committee.

### 3.1 Programme closure

In the event that a University of the Built Environment programme is closed, the University is committed to 'teaching out' all students currently registered on the programme; however, the University will also support students to transfer to another programme if they wish to do this instead.

Students will be given the opportunity to complete their programme of study (in accordance with the Academic and Programme Regulations for Students). However, in exceptional circumstances, where students have not exceeded the maximum registration period for their programme but have fallen behind their cohort, the Academic Board may approve an accelerated programme closure, for example by providing additional resit opportunities, taking into account the needs of students with protected characteristics and particular needs.

The University will also provide students with the opportunity to transfer on to an alternative programme offered by the University or, where appropriate, to another provider, with appropriate credit transfer where applicable.

For students that have applied to the programme but not yet enrolled, the University will notify the students concerned allowing them sufficient time to source an alternative programme. Where needed the University will provide support to applicants to find a suitable alternative programme.

### **3.2 Apprenticeship programme closure due to withdrawal of DfE funding**

To mitigate the risk of failing to meet the compliance requirements of the DfE in relation to University of the Built Environment's apprenticeship programmes the Board of Trustees has provided significant investment to deliver these programmes, which has included additional recruitment of staff with relevant expertise, as well as additional systems. Academic governance structures have also been reviewed to ensure appropriate oversight of quality and standards.

In the unlikely event that the DfE has cause to, and decides to, terminate one or more of the apprenticeship funding contracts (levy and non-levy) that the University holds, the normal route to enable the apprenticeship students to continue with their programme is for the DfE to identify and approach another suitable training provider with a view to the transfer the responsibility for provision of the apprenticeships to that provider. The University will promptly provide such assistance and comply with such timetable as the DfE may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the apprenticeship programmes, to ensure continuation of study for the students affected.

In the event that relevant employer(s) indicate that the transfer of the responsibility for provision of the apprenticeship programmes is undesirable to the relevant employer(s), the University would offer such assistance as is necessary to enable the student to complete as much of their programme with the institution as possible. The University would work with the employer to support students to find other means of funding.

### **3.3 Changes to programme or material components**

University of the Built Environment will endeavour to deliver programmes in line with the information provided to students in the programme specification; however, there may be circumstances where it is necessary to make a change in order to comply with external professional, accrediting or regulatory body requirements, to ensure that curriculum, mode, or delivery remains current, to implement external examiner feedback or annual monitoring improvements. The level of change will be restricted to those changes that are absolutely necessary to ensure the quality of the programme and consultation will take place with students impacted. All changes will be made in accordance with the Code of Practice chapter on Programme Planning, Monitoring and Evaluation.

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For the University's apprenticeship programmes it will endeavour to deliver all material components as planned, however, there may be occasions where this is not possible for the following reasons:

- a venue is unable to hold a workshop, either an alternative venue will be found in the same area, or students will have the option to transfer to a different location in the UK where a workshop is being delivered. Where workshops cannot be held face-to-face due to external factors (e.g., the COVID-19 pandemic) the University will provide the workshop in an alternative format.
- Where an examination centre is unable to hold an End Point Assessment (EPA) exam, an alternative venue will be found in the same area, or students will have the option to transfer to a different exam centre.

If attending an alternative apprenticeship workshop venue or EPA examination venue was not an option due to special circumstances, the University would explore this on a case by case basis and would consider facilitating a transfer to another provider or applying its Refund and Compensation Policy.

### **4. University of the Built Environment Refund and Compensation Policy**

This section of the SPP sets out University of the Built Environment's policies and procedures for refunds and compensation. If the University is no longer able to preserve continuation of study, students should refer to the University Refund and Compensation Policy. The Policy provides information on the refunds that students would be eligible for, including:

- students in receipt of tuition fee loans from the Student Loans Company
- students who pay their own tuition fees
- students whose tuition fees are paid by a sponsor.
- the payment of additional travel costs for students affected by a change in the location of their programme.

The Policy also details the University's commitments to honour student bursaries and provide compensation where it is not possible to preserve continuation of study.

In the unlikely event of the University being unable to deliver a programme or programmes of study it has in place a designated Balance Sheet compensation reserve to offer refunds and compensation in accordance with the Refund and Compensation Policy.

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This reserve will be maintained at a minimum of £1 million or 10% of the most recent audited financial year's tuition fees and education contracts revenue (reported in accordance with the latest version of the Further and Higher Education Statement of Recommended Practice (FEHE SORP)), whichever is the greater.

### 5. Communication with Students and Staff about the Student Protection Plan

This SPP is published on the University of the Built Environment [website \(opens new window\)](#).

#### 5.1 Communication with students

- Applicants are informed of the existence of the SPP in their offer letter to study on a programme with the University.
- Current students are notified of the SPP through announcements on the VLE and in their offers to register for their next semester. Students are invited to register for new modules either on a bi-annual or annual basis, and at each of these points students are referred to the SPP.

#### 5.2 Communication with Staff

University of the Built Environment recognises how important it is that all staff are aware of this SPP when changes to a programme are proposed, in particular to ensure compliance with the requirements of the Competition and Markets Authority (CMA) to provide accurate programme information to both applicants and students.

The University has in place academic governance structures to ensure the appropriate process is followed when changes are made. These are detailed in the [Programme Planning, Monitoring and Evaluation](#) Policy (opens new window). The [Information about higher education provision](#) Policy (opens new window) details the requirements for compliance with the CMA.

The SPP is also linked with the University's quality review processes to ensure all staff are aware of the SPP when proposing any changes to programmes or when making decisions on programme discontinuation. In particular, it is reviewed at the University Deliberative Committee – Quality Standards and Enhancement Committee as part of the review cycle in accordance with the University's Code of Practice.

## **6. Development of the Student Protection Plan**

University of the Built Environment will review the SPP on an annual basis.

Following review, if changes are made, the SPP will be approved at the Academic Board, which includes student representation on the Board, which ensures that students are part of the final approval process. However, Academic Board will review the SPP a minimum of once every three years.

Any changes to the SPP will take place before the start of the academic year.

## **7. Communication with Students if the Student Protection Plan needs to be implemented.**

### **7.1 Notice period regarding changes**

University of the Built Environment **closure:** If the University is no longer able to operate, it will provide all students with as much notice as practicable, which is expected to be a minimum notice period of one academic year. It would seek to ensure the continuation of study for all students on our programmes by supporting them in finding an alternative programme at another institution. Support for this transfer of study would include the provision of an academic record of a student's achievement, to facilitate the admission to another institution.

**Programme closure:** In the event of programme closure, the procedure detailed in the Terms and Conditions of Contract will be followed. All existing students would be provided with the opportunity to complete their programme, or transfer to an alternative programme. There is no minimum notice period.

**Changes to a programme of study:** In the event of changes to material components to a programme of study the process for change is detailed in the Code of Practice chapter on Programme Planning, Monitoring and Evaluation. Changes to a programme or modules must be approved during the Programme Change window to effect change normally from the following September. This means that seven months' notice is usually given to students or applicants affected.

### **7.2 Communication with students on implementation**

University of the Built Environment will write to all students affected by any of the changes outlined in the SPP and consult on the changes that are occurring. The University will explain the reasons for the change and what options are available. It will seek to support students through this process both collectively and individually to help them to understand the options available.

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As part of the consultation, students will be provided with the opportunity to discuss the changes with members of staff, who are likely to include the programme leaders, module leaders, or Student Advice Team.

### **7.3 Availability of advice for students**

University of the Built Environment will provide all students affected by any of the changes outlined in this SPP with direct access to student programme representatives at [studentreps@ube.ac.uk](mailto:studentreps@ube.ac.uk), who can raise issues with the student trustees.

### **7.4 Student complaints regarding the implementation of the Student Protection Plan**

University of the Built Environment has an open, fair, and accessible Student Complaints Procedure which operates in accordance with the principles of the OIA Good Practice Framework to encourage the prompt resolution of problems at the earliest possible stage. The University's Student Complaints Procedure is available on the [University website \(opens new window\)](#).

All students are encouraged to resolve issues informally in the first instance with the relevant member of staff. To raise a complaint or seek advice on the possible submission of a complaint, students should first contact the Student Casework Officer at the University at [complaints@ube.ac.uk](mailto:complaints@ube.ac.uk).