

Student protection plan 2018-19

Provider's name: Le Cordon Bleu Limited
Provider's UKPRN: 10003798

This plan assesses the range of risks to the continuation of study for students, including campus or course closure, and sets out the measures in place to mitigate those risks.

The interest of the student will be protected in the event that the Institute is not able to provide the Services as set out in the student contract.

1. Risks to continuation of study

- 1.1. **Risk to operation of the business.** The risk that the Institute is unable to operate is low. Continued good financial performance has allowed the company to build up significant cash reserves. The company has no bank debt or bank overdrafts, and has benefitted from significant investment by Le Cordon Bleu International in the form of an intercompany loan. Additionally, the shareholders have converted £714,890 of preference shares into ordinary shares. This will result in £714,890 being re-classified from liabilities into share capital in the statutory accounts.
- 1.2. **Risk to course delivery.** The risk that Le Cordon Bleu will no longer deliver courses at the London campus is very low. This is because the Institute is profitable, and the current building at 15 Bloomsbury Square was refurbished to a high standard before relocating from the Marylebone Lane site in 2012. The building is held on a long lease.
- 1.3. **Maintenance of the learning environment.** The modern specification of the Bloomsbury Square building allows the Institute to meet its Health & Safety requirements, ensure modern fire alarm systems, and means that it is unlikely that any of the key utilities (heating, lighting etc.) will have significant failure. In addition, in-house maintenance staff are employed alongside external contractors to keep the building in good condition, and maintain a world-class learning environment for culinary education. The Institute makes provision for investment in fixed assets in its annual budget: to replace old assets, and add new equipment to reflect changing culinary techniques.
- 1.4. **Hospitality expertise.** The risk that the Institute will no longer be able to deliver programmes in the culinary and hospitality sector is very low, as Le Cordon Bleu has a worldwide reputation for excellence in this area and has established recruitment systems that allow it to find teachers of the required standard in a short period of time.
- 1.5. **International student base.** The international student base is developed through Le Cordon Bleu's network agents and sales teams across the world. This ensures a reliable flow of students to the Institute with no dependency on any one nationality or geographical area.
- 1.6. **Tier 4 students.** A significant minority of students study on a Tier 4 visa. The Institute has created a number of different pathways which limits the reliance on any one visa category.

1.7. **Teaching staff.** The risk that the Institute will no longer be able to deliver material components of our courses is low because there is no single-teacher dependency. Teachers are trained on different elements of the courses, such that there are teachers available to substitute and who can deliver the course to the required teaching standards.

1.8. **Course closure.** The risk of course closure affecting current students is low, due to the fact that courses are generally shorter than is common in other higher education providers. The majority of students study at the Institute for up to 9 months, with the longest integrated course currently offered being 15 months. Offering short-duration courses significantly limits students' exposure to risk associated with course closure. Similarly, the risk to current students associated with any change to course accreditation is limited by the short course duration.

2. Measures in place to mitigate risk

2.1. **Planning and management.** The Institute has a long history of providing culinary and hospitality education in London, originally opening in 1931 and leading to its incorporation in 1946. Through continued investment and prudent management policies the Institute has been able to develop a state of the art facility in central London and is seen as a leader in its field. There are no bank debts and the company has cash reserves, sufficient to meet any refunds that may be due to students.

The institute underwent QAA Higher Education Review in 2017 and was judged to have met all applicable expectations, with a low level of risk. The review team noted the following instance of "good practice":

"The resourcing and management of a learning environment that provides students with access to modern, state of the art, kitchen and demonstration facilities";

and further reported that:

"...the Institute has an annual budget and maintenance plan to ensure that facilities are maintained and upgraded to keep pace with sector developments. The Institute further ensures that the quality of student learning is enhanced through supporting opportunities for staff to undertake continuing professional development."

2.2. **Tier 4 students.** The Institute has achieved a 100% acceptance rate in its latest Tier 4 CAS report from UKVI, and has a team of dedicated Tier 4 admissions staff to ensure the Institute continues to meet its obligations in full. In the event of loss of Tier 4 licence, all students currently sponsored by the Institute will be contacted as soon as possible following notification, and advised of the options available to them. All students with applications in progress will be contacted and offered alternative modes of study, either in London or at Le Cordon Bleu Institutes elsewhere in the group. Any decision by UKVI to withdraw the Institute's Tier 4 licence will be appealed at the first opportunity and the Tier 4 licence re-applied for as necessary.

The QAA Higher Education Review team in 2017 reviewed the Institute's admissions policies, including those relevant to the Tier 4 licence, and reported that:

“... [the review team] concluded that the [admissions] processes at the Institute are robust and well managed. In addition, students whom the team met confirmed that the processes and information are fair and accessible.”

2.3. Course duration. As noted above, because of the short duration of courses, the risks discussed above are highly unlikely to crystallise during the delivery cycle of a course. The risk to any given student may be considered very low.

2.4. Continuity of study. Le Cordon Bleu courses are taught in a number of locations around the world, in a variety of settings and languages of study. Transfer to another suitable Le Cordon Bleu location may be possible to arrange to preserve continuity of study for students who may be unable to continue their courses in London.

2.5. Business interruption insurance. The Institute has sufficient insurance cover to enable payment of teaching and administrative staff salaries, and ensure continuity of the team during any period of unplanned closure. Tier 4 students will be able to maintain contact with the Institute during such time. The insurance is in addition to buildings insurance which will cover the cost of refurbishment in the event of serious damage to the property.

3. Refund and compensation policies

3.1. Terms and conditions. Refunds in the event of cancellation by the student are addressed by clauses 6,7,8,9 and 10 of the Terms and Conditions.

3.2. Cancellation by the institute. In the event of the Institute not being able to preserve continuity of study, the Institute holds sufficient reserves to offer refunds and compensation to affected students. As noted above, the Institute holds business interruption insurance to cover any period of unplanned closure which will enable payment of refunds and compensation to affected students.

3.2.1. Tuition fee loans. No courses currently offered by the Institute are eligible for Student Loans Company tuition fee loans.

3.2.2. Refunds for students who pay their own tuition fees. Students who pay their own fees will receive a full refund if the Institute is not able to preserve continuation of study.

3.2.3. Refunds for students whose fees are paid by a sponsor. Where student fees have been paid by a sponsor, any refund of fees will be paid to the sponsor and not the student.

3.2.4. Compensation for additional expenses. If a student incurs additional costs due to the Institute not being able to preserve continuity of study, for example, for tuition and relocation to another Le Cordon Bleu Institute, additional maintenance expenses, and for lost time, the student may apply for compensation and reasonable expenses will be reimbursed.

3.2.5. Commitment to honour bursaries. If a student is in receipt of a bursary, in full or in part, this will be honoured. Where possible, the student will be transferred to another Le Cordon Bleu Institute on the same terms. Where a student is in receipt of a bursary which includes a commitment to pay for accommodation, any additional

accommodation costs arising from transferring that student to another location will be met by the Institute.

3.3. **Financial planning.** Where refunds and compensation are due, the Institute holds sufficient cash reserves to provide refunds and compensation for those students. Due to the length of the courses, most students completing courses within 6 to 9 months, the likelihood of students failing to complete the course for any non-academic reason is low. This is reflected in student completion rates for our Level 4 courses at 92%-96% [*Level 4 courses average successful completions 2016-17*].

4. Implementation of this plan

4.1. **Responsibilities.** The leadership team of the Institute will have the responsibility to implement this plan, and will co-opt such personnel as necessary to carry out the functions required. The Academic Board will be consulted on any academic matters.

5. Communication of this plan

5.1. **Publication.** We will publicise our student protection plan to current and future students by ensuring it is publicly available on our website. A link will be provided in the letter of offer.

5.2. **Information for Staff.** The Institute will ensure that staff are aware of the implications of our student protection plan when they propose course changes by providing training on the terms and conditions, and continuing to ensure that all material course changes are approved by Academic Board.

5.3. **Changes to courses.** Any applicants with applications in process who may be affected by course changes will be contacted asking them to confirm if they wish to proceed given the course changes and offering a full refund of any monies paid to date. In the unlikely event that material changes are made to a course already being taught, students will be informed by email with an explanation of the reason for the change; where a student believes the course no longer materially resembles the course originally applied for, and does not wish to continue the course, a pro-rata refund will be considered.

5.4. **Student engagement.** The Institute has a Student Representative Group which will be involved in reviewing the student protection plan. The chair of student representatives is invited to attend the Academic Board; issues such as the Student Protection Plan will be placed on the agenda and any issues raised during term will be discussed (subject to GDPR regulations).

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