Student Protection Plan 2026/2027

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Last amended by: Tim Johnson

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1 Introduction

1.1 ThinkSpace Education (TSE) is an online postgraduate school with 324 students in 49 countries. We are committed to ensuring that all students achieve the best outcomes from their studies and we will make every effort to protect the student interest and ensure continuity in the event of unforeseen events that may put their success at risk. As an online provider, the nature of the risks are sometimes different. Some events which would cause major disruption to a bricks and mortar university are much less significant to us and vice versa.

1.2 This document, the Student Protection Plan (SPP), sets out TSE's analysis of the risks facing the institution, the risk that poses to continuation and quality of education for students, and the steps we have taken to mitigate that risk. The SPP is published in accordance with TSE’s conditions of registration with the Office for Students, which require a student protection plan to be in place (condition C3).

1.3 TSE is registered with the Office for Students (OfS) in the Approved (Fee Cap) category. TSE's programmes were previously validated by the University of Chichester. Following a full institutional approval process, Arts University Bournemouth (AUB) became TSE's validating partner from September 2024 under a partnership agreement running to 2029. As a validated partner of AUB, students enrolled directly with TSE are covered by this SPP and not that of AUB.

1.4 In all matters, we work closely with AUB to ensure our institutional policies are complementary. We have consulted closely with AUB on the strategies laid out in this SPP and both AUB and TSE clearly understand their respective responsibilities in ensuring student continuity. Any issue that triggers the TSE SPP would inevitably involve close consultation with AUB. Likewise, any event that triggers the AUB SPP would require close collaboration with TSE.

1.5 This SPP is designed to reflect the sector advisory guidance within the CMA UK Higher Education Providers — Advice on Consumer Protection Law, the requirements of the UK Quality Code for Higher Education, and The Equality Act 2010. It is also designed to meet the requirements for the CMA Student Protection Plan, and takes account of the additional guidance issued by the OfS (June 2020).

2 Who Does the Student Protection Plan Apply To?

2.1 This SPP applies to any student currently undertaking a postgraduate degree course at ThinkSpace Education.

2.2 Applicants who have accepted an offer of a place, but have not yet started their course, will also be informed if the SPP is triggered. We will explain the changes that will affect them, and if necessary, offer suitable alternative arrangements, for example deferral for a year, or signposting towards alternative courses or providers.

2.3 Students who have had their registration terminated (either voluntarily, by programme completion, as a result of disciplinary action, academic misconduct, or non-payment of tuition fees), are not covered by this SPP.

3 What Is Covered by the Student Protection Plan?

3.1 This SPP relates to risks in the following areas, which could trigger action of the SPP:

a) Institutional failure resulting in the closure of TSE.

b) Closure of part or all of AUB, withdrawal of validation, loss of partner status or loss of degree awarding powers.

c) Course closure by TSE or by AUB.

d) Major course changes during the year.

e) Major public health emergency or pandemic.

f) Catastrophic loss of infrastructure, buildings and premises.

g) Technical failure of web servers, loss of data and other technical issues.

h) Loss of key staff.

3.2 Not covered in the SPP are minor adjustments and improvements to programmes, modules, location or timetable, changes to supervision, tutors, or course materials. Students should also reasonably know what to expect should an instance requiring initiation of the SPP arise, and the detailed precautionary and operational modelling we have taken to underpin this SPP provides assurance that we have appropriate plans in place to ensure fair and responsible protection for students. These measures are in addition to the protections available to students under consumer protection law and do not affect their consumer rights.

4 How Would the SPP Be Triggered?

4.1 If any significant risk to continuation of study begins to appear likely, the Director will convene a meeting of the Board of Directors. Student representatives, staff, consultants, and stakeholders relevant to that particular risk would be invited to attend. The constitution of those meetings will depend on the nature of the risk.

4.2 Consideration of the risk, and its potential impact and likelihood, will lead to the decision whether or not to trigger the SPP. Depending on the scale and urgency of the risk, this consultation could be swift or take up to thirty days. The outcome of that meeting could be to trigger the SPP, not to trigger the SPP, or to continue closely to monitor the issue and keep it under review. The final decision whether or not to trigger the SPP will be taken by the governing body, which is the Board of Directors of ThinkSpace Education Ltd.

4.3 If the SPP was triggered, consultation and discussion would continue with student representatives and our University colleagues, ensuring communication with both students and AUB was clear, prompt, and transparent, and that intended actions, impacts and resolutions were clearly understood from early in the process.

5 Risk Assessment

5.1 TSE began delivering higher education courses in 2015, but as an institution TSE has been offering non-degree courses on music for television and film since 1995, with accreditation by the Open and Distance Learning Quality Council in 2000. All TSE courses have been provided by distance learning.

5.2 Our students are typically non-traditional learners. The average age is 39, with approximately half studying part time. The majority of students are in some form of employment, continuing to work alongside their studies. Students may take an intermission of up to two years at any stage during their course as described in TSE’s Intermission Policy and the University’s Academic Regulations. Students are able to change from full to part-time, or vice versa at specified points in the year. This level of flexibility is one of the factors contributing to our exceptionally high graduation rate, currently 95%.

5.3 TSE currently has 13 staff FTE who cover academic and technical management, support and course development. Tuition is largely undertaken by 100 external, part-time, freelance teaching staff who are largely working practitioners. No one individual tutor is essential to course delivery.

5.4 Until March 2019, TSE was a division within Music For Television Ltd (MFTV), a company providing music to the film and television industries. With the growth of the education side of the business, and the need for different governance arrangements necessary for the delivery of higher education, in March 2019 education operations were demerged into a separate company under common ownership, ThinkSpace Education Ltd. All other aspects of course delivery, including staffing, remained the same.

5.5 TSE was registered with the OfS in the Approved (Fee Cap) category in March 2021.

6 Potential Risks to Continuity of Study

6.1 Institutional Closure of TSE

6.1.1 TSE has operated profitably from the first year it started delivering degree courses. Its development and growth have been funded out of profit, with the initial investment coming from income from music composition and royalties. The institution has recruited successfully with student numbers growing year on year from 15 students in year one to 324 today.

6.1.2 The institutional attitude to risk has been cautious and prudent. The company has never taken on debt or looked for any other form of external finance, other than a small start-up loan from MFTV.

6.1.3 As an online alternative provider, TSE has a different risk profile to traditional bricks and mortar institutions. Many risks are less significant. TSE has a low and very flexible cost base that can expand or contract relatively easily to allow for changes in recruitment. Our teaching staff are predominantly working professional practitioners who teach part-time on a casual basis with no ongoing contractual commitments. Our students come from 49 countries which means we are not dependent on any one country for our recruitment.

6.1.4 TSE also provides non-degree courses which account for up to [NON-DEGREE INCOME % - TO BE CONFIRMED] of our turnover, offering an alternative source of income in the event of a significant change in the market for postgraduate courses.

6.1.5 Our liquidity is currently [LIQUIDITY DAYS - TO BE CONFIRMED] days, which provides substantial reserves to support TSE through a lengthy period of unforeseen difficulties.

6.1.6 The flexibility of our provision allows us to respond quickly to changes in demand. We do not have a large permanent staff to support nor do we have extensive physical premises, so any significant downturn in demand for our courses could be managed without any significant risk of institutional failure.

6.1.7 As a specialist online institution, TSE is well placed to offer courses designed to be delivered online, and our model has proven resilient across a variety of market conditions.

6.1.8 We continue to add additional courses each year with the strategic aim of diversifying our provision, which in turn reduces risk of a downturn in any one subject area.

6.1.9 Taking all of the above into account, we believe the risk of TSE institutional closure is therefore considered extremely unlikely. Detailed scenario planning underpins our consideration of this particular risk and a range of robust mitigating actions and measures are in place. Whilst market exit provides a worst-case scenario for students, its actual likelihood renders it least risky for students.

6.1.10 We have looked at two main scenarios: managed withdrawal from the market and sudden institutional failure with little or no warning.

6.2 Managed Withdrawal

6.2.1 A very substantial and sustained negative change to the market for online higher education in our sector, or major changes to the regulatory environment which threaten our long-term sustainability, are the kind of risks that might trigger a managed withdrawal. Where it becomes clear that the long-term viability of TSE is in question, management would need to consider winding down and closing operations. At the moment, all the signs are positive and there is no indication of any likely dramatic change to the market or further change to the regulatory regime that might make this necessary, so we assess this risk as very unlikely.

6.2.2 If managed withdrawal from the market became necessary, TSE would first consult with AUB and stop recruiting new students. The teaching out period would last up to four years, allowing all students to complete their courses. Existing students, including those on intermission, would be informed of the decision. Any students who wished to transfer to other courses or institutions would be allowed to do so. Those students who are unable to complete their studies in the time available might be able to claim compensation or a refund of fees as set out in our student contract, but our aim would be to teach out the vast majority of students.

6.2.3 Managed withdrawal is more likely to be the result of long-term trends rather than short-term events, but the process could be triggered and implemented in a matter of two to three months if required.

6.2.4 The cost of winding down operations and teaching out would be met by income from degree and non-degree students. The flexibility of our cost base means that we could reduce costs in line with reducing student numbers.

6.2.5 Roughly a third of TSE permanent staff are involved in course development or marketing, so TSE would, in consultation with the employees, reduce staff numbers if absolutely necessary, to just those needed to manage and deliver the programmes during the withdrawal period.

6.2.6 We value the loyalty and dedication of our employees upon whom this business has been built, and would only reduce staff numbers if there was no alternative. We would endeavour to offer voluntary severance in the first instance and keep staff on while they searched for alternative employment. If all other options had been exhausted, we would turn to compulsory job losses as a last resort.

6.2.7 The majority of students pay for their courses in monthly or termly instalments. This means that income would continue to flow during the teaching out period, covering the institutional and staffing costs.

6.2.8 As our teaching faculty are almost entirely engaged on a casual freelance basis, the gradual reduction in teaching and marking would be sustainable throughout the teaching out period. A large proportion of lectures are recorded and made available on video so this facility would continue at little or no cost to TSE. As we are already a fully distributed organisation, the remote part-time working model means managed withdrawal could be achieved with minimal impact on the student experience.

6.2.9 Our financial agreement with AUB includes a minimum annual fee. This already allows for a phased market withdrawal and a reducing minimum annual payment.

6.2.10 Managed withdrawal would mean that we would fulfil our obligations to students who would therefore have no need and no grounds for claiming compensation or a refund.

6.2.11 We envisage a teaching out period of up to four years (the length of our longest part-time schedule) by which time all our students would have completed their studies. Throughout this period, income would also continue to flow from our non-degree courses, which currently underpin our ability to deliver our degree programmes.

6.3 Sudden Institutional Failure

6.3.1 The sudden failure of the institution with little or no warning could be triggered by an unforeseen policy, financial, or legal event that would bring about the rapid closure of the institution, in such a way that managed withdrawal is not an option. Our approach to growth and risk has been cautious. We are well advised by specialist teams of education lawyers and accountants. Having taken all reasonable precautions, we conclude that the risk of this is very unlikely.

6.3.2 Were this to happen, students would be transferred to AUB who would manage the teaching out period and deliver our courses. Under our contract with AUB, should we be unable to deliver our programmes, all course materials and online resources would be transferred to AUB. AUB would be given full administrative access to our virtual learning environment (VLE), support and training in its use, allowing students to continue to access their course materials. TSE freelance tutors, at AUB's discretion, would continue to teach and mark work, and income would continue to be received from monthly instalment payments and non-degree course income. This income would be more than adequate to ensure the continued employment of key staff to supervise the transition and teaching out period.

6.3.3 All students already have access to downloadable versions of their course materials including all the video lectures, project material and course text.

6.3.4 Clearly the unforeseeable nature of this risk makes detailed disaster planning difficult as each scenario would be different. However, TSE has taken all reasonable steps to make the process of continuing to deliver our courses after sudden institutional failure possible.

6.4 Students on Intermission

6.4.1 The status of students on intermission in the event of institutional or course closure will be dealt with on a case by case basis. Each student will be contacted and asked, if they wish, to recommence and complete their course as soon as possible. If they are unable to do so, they may be transferred onto a different course or an alternative institution, or might be eligible for a refund or compensation under the ThinkSpace Education Student Fee Payment, Debt, Refund and Compensation Policy (“the Fee Payment Policy”) depending on their individual circumstances.

6.4.2 TSE holds insurance to cover compensation or refunds to students in the event of institutional failure, subject to terms and conditions.

7 Risks Relating to Arts University Bournemouth

7.1 Closure of Arts University Bournemouth

7.1.1 Arts University Bournemouth is a stable institution, established in 1880. The risk of the whole university closing is rated as extremely unlikely in the University's own SPP.

7.2 Closure of a Key Department

7.2.1 If a department of AUB were to close, but the university as a whole continued to function, TSE would, in the medium term, be able to continue to deliver courses. AUB is a long-established and financially stable institution and this risk is assessed as very unlikely.

7.3 Loss of Partner Status

7.3.1 TSE's partnership with AUB was approved by AUB's institutional approval panel in February 2024 and the partnership formally commenced in September 2024, running until 2029. Both AUB and TSE undertook full risk assessments, including financial viability and maintenance of academic standards, as part of the approval process. Loss of partner status in the short to medium term is therefore considered extremely unlikely.

7.3.2 It is conceivable that changes in UK higher education or at AUB may make validation, in general, less attractive to the university, so we believe this risk is unlikely.

7.4 Mitigation

7.4.1 In the event of the closure of AUB, closure of a key department, or loss of partner status, TSE would seek validation elsewhere. It is extremely unlikely that any of the above would happen without some warning. Given our track record, our registration with OfS in the Approved (Fee Cap) category, exceptional graduation rates, our successful institutional approval by AUB in February 2024, the distinctive nature of our courses and method of delivery, we do not believe finding an alternative validating partner in the short to medium term would present a problem that threatens student continuity.

8 Course Closure

8.1 As the higher education market and the needs of the industries we serve evolve, we introduce new courses. Equally, it is possible that courses could be withdrawn at some point in the future, in response to, for example, market demand. This risk in the medium to long term is assessed as medium.

8.2 It is important to distinguish between closing a course completely and evolving a course into something better. All higher education institutions strive constantly to update and improve their course provision and this is central to our ethos and outlook.

8.3 In the event of the complete closure of a course where no obvious alternative TSE course exists, we would consult closely with AUB and stop recruiting. Once a plan for teaching out has been decided upon, current students, including those on intermission, would be informed of the plan and given the option of completing their studies as normal or transferring to another TSE course.

8.4 Due to the nature of our course delivery and teaching arrangements, we would continue to teach existing students until they had completed their courses.

8.5 The risk that we are no longer able to deliver material components of our courses is medium. Where possible, we design our modules to be taught by teams of staff rather than any one key individual. Almost all course delivery occurs online and we have a faculty of part-time tutors who are trained to provide webinars, one-to-one tutorials, and mark student assignments. However, very low numbers of students may make some forms of course delivery impractical (such as group workshops and collaborative projects), at which point we would use all reasonable efforts to put alternative arrangements in place. Teaching would continue as normal, and all course materials and facilities would be maintained to minimise the impact on the students while teaching out a course scheduled for closure. The likelihood in the long term is medium and we assess the impact on students would be medium.

9 Major In-Year Changes to Course Content

9.1 All our courses are regularly reviewed and enhanced. However, in order to make a major change to course content, under AUB academic regulations, TSE would be required to seek full programme reapproval. Therefore, it is unlikely TSE could do this without the specific approval of AUB, which would be very unlikely if the change was likely to have a negative impact on students. TSE is aware of its responsibilities to students and potential students under the CMA guidelines. The risk of major changes during the year impacting students is assessed as unlikely.

9.2 Minor changes happen regularly, for the purposes of improving quality and relevance of our educational materials, and AUB have a specific minor change process to which TSE adheres for this purpose. Changes to and the withdrawal of some choices of elective module, as outlined in the student contract, are regarded as a minor change and managed within the minor change framework of AUB.

9.3 Occasionally we make changes to specific pieces of course content. Where, for example, some project material is no longer available due to licensing or legal reasons, we substitute another piece of similar content that fulfils the same function. For this reason, we try to avoid relying on any one piece of software. Our courses closely reflect contemporary professional practice so, if a particular piece of software was no longer available, it would be an issue that affects the whole industry, not just TSE.

9.4 In the event that major changes are necessary or desirable, we would seek to either teach out the students on the original course or module, starting a new intake with the new materials, or give them adequate time and support to transfer to a newly developed course. The nature of our provision means we can, and have in the past, taught students on old and new versions of a module simultaneously. Occasionally, changes in AUB policy or regulations necessitate a change in our courses; however, AUB policy is that changes of this nature should not adversely impact current students. Our student representatives and the wider student body are always consulted in the event of planned changes to courses in order to seek their input and feedback and minimise disruption to study.

10 Disruption of Premises

10.1 As an online provider, TSE does not rely on a bricks and mortar campus to deliver its courses and the impact on students of the total loss of our offices would be limited. Risks of disruption to premises are similar to risks for any other institution, such as disease, fire, flood or force majeure. Mitigation includes ongoing risk assessment, regular safety inspection of the premises, and maintenance of appropriate insurance to ensure business continuity in the wake of such events. While the risk of some kind of interruption to the physical infrastructure in the long term is assessed as medium, the actual impact on students would be extremely limited.

10.2 Our courses are provided through our VLE. All teaching is done online. This means that even if there were a fire or flood at TSE premises, the students would still be able to access their course materials, submit assignments, and have assignments marked by tutors, because all these activities happen remotely and do not rely on a physical building. Full-time staff can work from anywhere with an internet connection, so all student services would continue without interruption.

10.3 TSE operates as a fully distributed organisation. Staff work remotely as standard practice, and our office is used primarily for meetings, storage and filming of video tutorials. The remote working model means that disruption to physical premises would have a minimal impact on course provision.

11 Disruption of Online Resources

11.1 As a distance learning provider, our campus is online and so the risk to our web services and our data is one we take extremely seriously. While the complete loss of online services for a prolonged period is assessed as unlikely, some kind of significant technical failure is rated as medium. However, we believe the steps we have taken would minimise the impact on students and mean any loss of access would be relatively brief.

11.2 All our web services and data are backed up regularly. By maintaining multiple copies of both web software and data, we minimise the risk of a significant loss. The front-end website and VLE are hosted on Linode and Siteground. Both these services operate daily, weekly and offsite backup regimes so there is almost no chance that the whole site and data, including the backups, would be lost. Student coursework and our video tutorials are hosted on Amazon Web Services (AWS), which claims a 99.999999999% reliability. AWS operates a comprehensive automated backup policy. All our course materials, videos and text are also stored locally on physical drives.

11.3 We have occasionally had to restore files from backup, including significant parts of the VLE. This has sometimes led to outages of a few hours. The loss of a small amount of data — for example, student work uploaded after a backup and within hours of a failure — is possible. However, the process of restoring from backup has always gone smoothly and demonstrates the system works effectively.

11.4 We assess the risk of losing large amounts of data due to technical failure as very unlikely.

11.5 In terms of the risk of data loss through unauthorised access or hacking, we take all reasonable steps to protect the data of our students. We have had a comprehensive penetration testing exercise conducted and we use OpenVAS for penetration testing on both WordPress and VLE parts of the website. Servers are given restricted access using SSH keys and a non-standard port for SSH, which mitigates the vast majority of automated attacks. We ensure that our software is regularly updated and security patches are applied as soon as they are available. Staff passwords are managed using Dashlane and all follow best practice for secure passwords. We try to ensure that we do not store any more data than absolutely necessary online. While we take all reasonable precautions and follow the guidelines issued by the Information Commissioner, no web service is completely secure, so we assess the risk as very unlikely.

12 Major Public Health Emergency or Pandemic

12.1 As a fully online provider, TSE is inherently well positioned to manage the risks associated with a major public health emergency or pandemic. Our distributed working model and online-only course delivery mean that, unlike campus-based institutions, the continuity of our provision is not dependent on physical attendance. In the event of a major public health emergency, TSE would be expected to continue to operate without significant disruption to students.

12.2 We would continue to monitor guidance from the UK Government and relevant public health authorities and take all reasonable steps to ensure the safety and wellbeing of our staff and students. We assess the risk of a major public health emergency causing a significant disruption to student study as unlikely.

13 Loss of a Key Staff Member or Group

13.1 The risk of the loss of a key member of staff, as in all institutions, is a real one, and we assess the risk as medium.

13.2 The risk is mitigated by having a clear plan in the event of the loss, planning for succession and making arrangements for other staff to deputise in the event of sudden departure or incapacity. Our risk management is focused on maintaining continuity of study for students immediately after an unexpected loss of a key member of staff and before a new member of staff can be recruited.

13.3 In the event of the permanent or long absence of a key member of staff, other members of staff have been informed that they would deputise and are kept informed of what they need to know in order to perform that function:

a) Principal and Director: Chief Technology Officer would deputise.

b) Head of Postgraduate Education: Senior Tutor would deputise.

c) Student Support Manager: Course Development Manager would deputise.

d) Chief Technology Officer: Lead software developers would deputise.

13.4 Our teaching staff are all working creative professionals and we already have built-in redundancy as they regularly become unavailable for a period of time while working on a large project. As such, no programme relies on any one member of faculty for its delivery.

13.5 All key staff are aware of these arrangements and take active steps to make sure their deputies are aware of their responsibilities. We maintain standard operating procedures, how-to guides and other resources to help those taking on new responsibilities at short notice.

13.6 While the loss of a key member of staff would inevitably cause some disruption, we have taken reasonable and proportionate steps to minimise any impact on students and their course of study.

14 Specific Considerations for Vulnerable Groups

14.1 With due regard to the Equality Act 2010, TSE is aware that certain groups of students may be more at risk of non-continuation of study as a result of the crystallisation of any of the above risks. As per the duty the Equality Act places on higher education institutions, TSE will ensure that the specific protected characteristics of our student body are taken into account when making decisions likely to affect their continuation of study, and that where required, specific mitigation is put into place to ensure that all students are treated equitably and fairly.

15 Refunds and Compensation

15.1 TSE sets out its policy on refunds and compensation in the Fee Payment Policy and the Student Contract. This policy is published online and is publicly available to everyone including all applicants and students. It clearly sets out the circumstances under which students may be liable to claim compensation or a refund on all or part of their fees.

15.2 These documents are drawn up having taken detailed advice from our specialist education lawyer and are reviewed annually to ensure compliance with current legislation including the Competition and Markets Authority. The Fee Payment Policy is underwritten by a specialist educational insurance policy.

16 Communication with Students

16.1 TSE is committed to ensuring that our assessment of the range and level of risk to the quality and continuation of higher education provision is shared with enrolled and prospective students. To support the SPP, regular reviews by enrolled students and/or student representatives will be undertaken, with feedback obtained and used to develop the policy further in a continuous quality improvement loop.

16.2 We commit to sharing the SPP by:

a) Publishing a summary of this Student Protection Plan on our website at https://thinkspace.ac.uk for all current and potential students.

b) Including the SPP summary in the information booklet 'Introduction to Your Postgraduate Degree', which is given to all students at enrolment.

c) Referring to our plan on our application form, and during application and induction processes.

d) Including review of the SPP by our governing body, which student representatives also attend.

16.3 TSE will continue to ensure that its academic and administrative staff are aware of the implications of consumer protection compliance in general, and this Student Protection Plan in particular, through regular meetings with staff and students.

16.4 TSE will ensure that staff are aware of the implications of the SPP when changes to courses are proposed, by including reference to it within the approval and minor change procedure.

16.5 The SPP will be reviewed annually in consultation with students and by the governing body.

16.6 TSE has worked with current students in the development of the SPP by:

a) Seeking feedback from current students before submission of the SPP to the Office for Students.

b) Including student review and discussion of the plan in each feedback cycle.

c) Discussion of the SPP at meetings of the governing body, which a student representative attends.

16.7 In the event that the SPP needs to be implemented, TSE has in place the following arrangements to ensure that any students affected are notified and supported to meet their individual needs and preferences:

a) To continue to deliver courses as normal wherever possible.

b) To contact all students, including those on intermission, to inform them of the developments, their likely impact and to keep them informed.

c) To give students affected by a course closure a minimum of 28 days' notice, with clear guidance about plans to teach out the course and our support arrangements.

d) To inform students if there are to be any material changes to their course.

e) To ensure that key personnel are informed and available to support the different needs and preferences of students affected by any material change.

f) To invite affected students to an online meeting with key senior management responsible for HE at a convenient time, for open discussion relating to changes to their courses.

g) To publicise the proposed meeting details to students via the VLE and email, to maximise opportunities for students to attend.

h) To complete and publish minutes taken at the meeting, after they have been checked by student representatives to confirm that they are fair and accurate, before publishing.

16.8 In the event that students wish to complain about the way in which the SPP has been implemented, they will be facilitated to follow the TSE Complaints Policy, and/or referred to AUB if appropriate.