
Student Protection Plan 2022/23

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Introduction: what is the Dyson Institute's Student Protection Plan?

This Student Protection Plan is designed to address the specific risks to the continuation of studies of those students who enrol on degrees provided and delivered by the Dyson Institute.

This Student Protection Plan sets out the measures we have in place to protect our students in the event that a risk to the continuation of their studies should arise. The type of events or changes, which might cause such a risk, are detailed below.

This Student Protection Plan has been submitted to our regulator, the Office for Students, for approval and will be made available to all current and prospective students.

Students who are registered on the Dyson Institute degree apprenticeship programme (e.g. those whose studies commenced in September 2021) are covered by this Student Protection Plan.

Any student currently enrolled on the University of Warwick programme that is delivered at the Dyson Institute is covered by the University of Warwick's Student Protection Plan.

The University of Warwick's Student Protection Plan can be found here: <https://warwick.ac.uk/services/aro/spp/>.

Our commitments to you

We commit to:

1. Being open and transparent with you should any risk to the continuity of your programme of studies arise, and informing you in a timely manner;
2. Taking reasonable steps to protect your studies should we be required to discontinue a programme or close the Dyson Institute altogether;
3. Consulting with students and considering students' views before deciding to implement any substantial changes to their programme of studies;
4. Taking into consideration the individual needs of all our students and the impact on them of any proposed changes and protective measures; and
5. Informing the Office for Students of any changes that may necessitate a review of this Student Protection Plan or any of the measures contained within it.

Advice and support

In the unlikely event that this Student Protection plan needs to be implemented, you will be notified directly by the Director of the Dyson Institute. Advice and support will be offered by a dedicated team of academic staff.

Questions and feedback

If you have any thoughts, concerns or feedback in relation to this plan, please contact the Dyson Institute's Head of Professional Services dominic.stone@dyson.com.

Complaints

If you have complaints in the event that this Student Protection Plan is implemented, you should raise them directly via email to the Director of the Dyson Institute.

Provider's name: Dyson Technical Training Ltd. (T/A Dyson Institute of Engineering and Technology)

Provider's UKPRN: 10067355

Legal address: Dyson Technical Training Ltd., Tetbury Hill, Malmesbury, SN16 0RP

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If you started your degree apprenticeship programme at the Dyson Institute before September 2021, you will be enrolled on a programme with the University of Warwick. As such, you will be protected by the University of Warwick's Student Protection Plan.

The University of Warwick's Student Protection Plan can be found here: <https://warwick.ac.uk/services/aro/spp/>

This Student Protection Plan refers on several occasions to a commercial agreement with Dyson Technology Ltd. There is a commercial agreement in place between the Dyson Institute and Dyson Technology Ltd which enables the Degree Apprenticeship programme.

The risks to the continuation of studies of those students who enroll on degrees provided and delivered by the Dyson Institute are considered below. An explanation of the steps taken to mitigate those risks most likely to materialise are found in Section Two of this Student Protection Plan.

1. An assessment of the range of risks to the continuation of study for our students, how those risks may differ based on our students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise

We consider, having reviewed our corporate risk register and for reasons outlined below, that the following risks are unlikely to crystallise.

a) Closure of the Dyson Institute due to Dyson Technology Ltd.'s withdrawal of support

The risk that The Dyson Institute must cease its operations for reasons of financial viability is very unlikely to emerge as it has in place a commercial agreement, for the provision of educational services, with Dyson Technology Ltd. Dyson Technology Ltd.'s most recent financial results, from December 2020, show a turnover of £4,876.5m (2019: £4,760.4m) and a pre-tax profit of £450m (2019: £544m) for the year. As such, Dyson Technology Ltd has more than sufficient funds to honour the commercial agreement.

Should Dyson Technology Ltd wish to exit the commercial agreement through which it provides the financial, venue and back office support on which the Dyson Institute depends, this termination will be phased. This means that all students enrolled at the Dyson Institute at the time this decision is taken will be able to complete the entirety of their studies – on the Dyson Institute campus and with their tuition fees paid for by Dyson Technology Ltd. Should Dyson Technology Ltd be unable to, for any reason, honour its commitment to a phased termination, the Dyson Institute is protected by a parental guarantee with Weybourne Holdings Pte Limited which would take upon itself these financial obligations.

The University of Warwick has agreed that, should the Dyson Institute be unable to teach out its students on the Dyson Institute campus (due to the fact that its premises, systems and facilities are provided by Dyson Technology Ltd via a commercial agreement), it will accept Dyson Institute students onto their Engineering degree in the year most appropriate considering their prior experience. This acceptance will be on the condition that an offence has not been committed which would warrant expulsion under regulation 23 governing student disciplinary offences, and that there is no non-academic information which may affect an admissions decision (as laid out in The University of Warwick's regulation 6.3 (3) b, governing admissions).

b) Material changes to course content

The Dyson Institute only offers one degree: a BEng in Engineering. It worked closely with the University of Warwick on the development of this degree and has no intention at the current time to make material course changes. However, in the unlikely event that material changes (such as a number of changes to the structure of the programme, or the removal or addition of a number of modules) are made between application and assessment, the Dyson Institute will draw these changes to the attention of applicants as soon as possible and advise them of their right to withdraw their application and seek entry to another institution. Where an applicant has already accepted an offer, they will be given all necessary information, advice and guidance and will also be advised as to possible courses of action.

The Dyson Institute will avoid, if at all possible, making material changes to programmes after registration. Where this is unavoidable, students will be consulted at the earliest opportunity. If a student reasonably believes that a material change to their programme adversely affects them, they may cancel their contract with the Dyson Institute, and the Dyson Institute will offer guidance as to the student's options. If possible, the Dyson Institute will facilitate their transfer to another institution which offers an appropriate programme for which they are qualified. The practice of the Institute is in line with the regulations of the Competitions and Markets Authority.

c) Dyson Institute student dismissed from employment with Dyson Technology Ltd

A student's place at the Dyson Institute is contingent upon their employment with Dyson Technology Ltd: this is clearly stated in their contract. This is necessary for various reasons. Firstly, Dyson Technology Ltd funds the tuition fees of Dyson Institute students – either through the apprenticeship levy, or directly (where a student is not eligible for the levy). Secondly, the Dyson Institute's academic experience is designed to be integrated with employment at Dyson Technology Ltd: Dyson Institute students are given workplace rotations and workplace tasks designed to put their academic theory into practice, and directly support their learning. In their third and fourth years, Dyson Institute students will work on coursework that directly relates to their workplace project, meaning they will not be able to participate in necessary academic work if dismissed.

It is very unlikely that a Dyson Institute student would be dismissed from employment. The Dyson Institute has an agreement with Dyson Technology Ltd that their disciplinary treatment of Dyson Institute students will be commensurate with their status as undergraduates, as well as employees – particularly with regards to performance. Members of the Dyson Institute's senior management team will be involved in any disciplinary meetings held by Dyson Technology Ltd with Dyson Institute students, so that they can ensure this agreement is upheld. Any issues relating to their behaviour outside of employment (both at offsite or social events or in their Dyson-owned accommodation) will be dealt with by the Dyson Institute, not Dyson Technology Ltd.

While the dismissal of a student will be avoided if at all possible, the University of Warwick has agreed that it will offer a place on its Engineering degree, in the year appropriate to their already gained academic studies, to any Dyson Institute student who loses their place at the Dyson Institute in this way. The student will be required to finance the continuation of their studies themselves. Their admission to the University of Warwick will be on the condition that an offence has not been committed which would warrant expulsion under regulation 23 governing student disciplinary offences, and that there is no non-academic information which may affect an admissions decision (as laid out in The University of Warwick's regulation 6.3 (3) b, governing admissions).

d) Deregistration or loss of New Degree Awarding Powers

It is possible that the Dyson Institute may be deregistered with the Office for Students or lose its New Degree Awarding Powers. However, given that the Dyson Institute will be subject to intense scrutiny by the Office for Students and the Quality Assurance Agency both during the application phase and on an ongoing basis, we believe this to be very unlikely to occur. In the event that the Dyson Institute is deregistered with the Office for Students, or its New Degree Awarding Powers are revoked, this would likely occur on a phased basis and the Dyson Institute will teach out its current students. Where this option is not acceptable to the regulator, the University of Warwick has agreed that Dyson Institute students will be given the opportunity to transfer on to its Engineering degree, and the Dyson Institute will pay for their tuition fees. Should students choose to transfer to an alternative provider, the Dyson Institute will give its full support in providing an academic record, proof of credit accumulation and a record of workplace activity. However, it will not pay the tuition fees of students who do not choose to attend the University of Warwick.

We consider that, while all possible measures will be taken to avoid their emergence, the following risks are more likely to crystallise. Further detail on how we will mitigate these risks is given in Section 2.

a) Dyson Institute teaching spaces are unavailable

The Dyson Institute's teaching spaces, while owned by Dyson Technology Ltd, are provided via a commercial agreement, which also enshrines that Dyson Technology Ltd will provide the premises, equipment and facilities necessary in order for the Dyson Institute to fulfil its Higher Education provision requirements.

It is possible that additional teaching spaces will not be available due to delays in building projects – a failure to have additional teaching space ready in time for a new cohort may in some cases mean that the continuation of studies may be prevented. It is also possible that teaching or other essential premises may become unavailable for health and safety reasons.

b) Absence of key staff members

It is possible that the Dyson Institute will no longer be able to deliver its Bachelor of Engineering programme – or key components thereof – due to the absence of Dyson Institute academic staff, of which there are a small number commensurate to the small size of the Dyson Institute and its single course offering.

c) De-registration from the Register of Apprenticeship Training Providers / loss of levy income

There is a risk that the Dyson Institute may be de-registered the Register of Apprenticeship Training Providers. This would result in the Dyson Institute being unable to draw down on the apprenticeship levy to pay for its off-the-job training and degree provision to students.

d) Transferring to other HE providers

Dyson Institute students may be unable to directly transfer into an equivalent year of an equivalent course at another HE provider. This is because the Dyson Institute teaches a four-year BEng degree in engineering. This is unusual: BEng degrees of this nature at most universities would take three years. However, the unique and highly

desirable combination of academic learning and real work at the Dyson Institute means that an additional year is necessary for successful completion of the degree: compressing the degree into three years would run a significant risk of adversely impacting student welfare. This means, however, that a student would not have sufficient knowledge at the end of their first year to transfer directly into the second year of an engineering degree at another university.

2. The measures that we have put in place to mitigate those risks that we consider to be reasonably likely to crystallise

a) Dyson Institute teaching spaces are unavailable

In the event that premises necessary to deliver teaching are not ready in time, or become unavailable due to health and safety or other reasons, the Dyson Institute is protected by a commercial agreement with Dyson Technology Ltd. This agreement states that Dyson Technology Ltd will find alternative premises and resource necessary for the Dyson Institute to conduct its activities.

b) Absence of key staff members

The Dyson Institute will aim to prevent the untimely departure of key members of academic staff through the use of long-lead notice periods (at least a term's notice). It will additionally take all steps necessary to ensure that the Dyson Institute is a desirable employer and does not suffer high turnover: for example, excellent employment benefits, competitive salaries, performance management and leadership development.

For the first two years of the course, Dyson Institute teaching staff will have sufficient overlap in knowledge that the absence of one staff member will not prevent teaching. However, if the departure of a key member of staff does occur, or recruitment is delayed, and a course component cannot be delivered without them, the University of Warwick has agreed that it will endeavour to provide appropriate academic support (in so far as it has capacity) until such a time as the Dyson Institute is able to replace the staff member. This support will be conditional on appropriate notice (one working week) and will be paid for at an agreed daily rate. The Dyson Institute may be required to rearrange lecture dates and times as necessary. Furthermore, the Dyson Institute will work to develop relationships with local universities with a view to being able to secure additional teaching staff if required. The Dyson Institute also has access to thousands of engineering experts through its partnership with Dyson Technology Ltd and could draw on these industry experts to deliver lectures if appropriate in terms of both knowledge and teaching quality.

c) Transferring to other HE providers

If students are required to transfer due to an institutional course closure rather than individual choice, the University of Warwick has agreed that it will accept Dyson Institute students onto their Engineering degree in the year most appropriate considering their prior experience, and the Dyson Institute will pay their tuition fees – including any year that effectively has to be 'retaken'.

3. Information about the policy we have in place to refund tuition fees and other relevant costs to our students and to provide compensation where necessary in the event that we are no longer able to preserve continuation of study

A Refund and Compensation Policy is designed primarily to refund students in the case of non-continuation of study (required for institutional, not individual, reasons). This would include:

- Refunds for students in receipt of tuitions fee loan from the Student Loans Company;
- Refunds for students who pay their own tuition fees;
- Refunds for 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 course;
- Commitments to honour student bursaries;
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study; and
- Compensation for tuition and maintenance costs where students have to transfer courses or provider.

Of the above points, the majority are not relevant to the Dyson Institute. Students at the Dyson Institute do not pay tuition fees, nor do they access student finance. They are paid a starting salary on £18,000 (increasing year on year). In the event that students are required to end their studies with the Dyson Institute, there will be no requirement to repay tuition fee loans, tuition fees, maintenance costs or similar.

However, the Dyson Institute has a Refund and Compensation Policy in place specifically to cover or offset the costs incurred by relocation. Furthermore, it is of note that for some students, tuition fees may have presented a barrier to going to a traditional university and have been a significant factor in their decision to attend the Dyson Institute.

The Refund and Compensation Policy therefore recognises that the University of Warwick has agreed that, should the Dyson Institute be required to close or end the teaching of its course, students will be able to transfer on to the Engineering degree at the University of Warwick. The Dyson Institute will pay the annual tuition fees, up to a maximum of £9,250, of any undergraduate who chooses to enrol at Warwick for the duration of their course. These tuition fees will be paid directly to the university.

The Dyson Institute course is spread over four years, whereas most BEng degrees (including Warwick's) last three years. As such, the Dyson Institute accepts that Warwick will transfer the undergraduates into the most appropriate degree year based on their Credit Accumulation and Transfer Scheme (CATS) and will pay the associated tuition fees, even where this requires undergraduates 'retaking' a year.

Dyson Technology Ltd will not continue to pay the undergraduates a salary: students should apply for a maintenance loan if additional finance is necessary.

In the event that the Dyson Institute is required to pay the tuition fees of student transferring on to the University of Warwick's Engineering degree, it would aim to pay the tuition fees from its reserves. However, in order to ensure it is able to meet its obligation, the Dyson Institute is also protected by a parental guarantee with Weybourne Holdings Pte Limited. This guarantee ensures that, should the Dyson Institute be unable to pay for the tuition fees of students transferring to Warwick, Weybourne will meet this obligation on its behalf.

The Refund and Compensation Policy states that:

"In the case of an unexpected termination of a programme, or the closure of the Dyson Institute, the Dyson Institute's priority will always be to try to complete the teaching of all students registered on the relevant programme(s). In circumstances where this is not possible, the Dyson Institute has agreed with The University of Warwick that it will accept all of the Dyson Institute's students on to its BEng in Engineering. Under this

arrangement, students will no longer (where applicable) be apprentices: their employment with Dyson Technology Ltd will end and they will become full time students of The University of Warwick.

In the event of the immediate termination of a programme or the closure of the institution, and in order to facilitate the smooth transfer of affected students to the University of Warwick, the Dyson Institute will:

- Ensure all students on the affected programme(s) receive evidence (i.e. a transcript of their results or other proof of credit accumulation) that proves the stage they have reached;
- Offer students advice and support to help them decide whether or not to transfer on to the BEng programme at the University of Warwick or to seek to transfer to an alternative provider;
- Put in place, in consultation with the student body, a tailored refund and compensation plan relevant to the circumstances of the particular termination that includes provision for compensation in respect of costs reasonably incurred by students as a result of the termination, including relocation; and
- Pay the tuition fees of any students who choose to transfer on to the BEng programme at The University of Warwick.

Given that Dyson Institute students do not pay tuition fees, nor receive student finance – and receive a salary throughout their education– the refund and compensation plan will not cover maintenance costs or additional tuition costs (unless the students choose to attend the BEng in Engineering at The University of Warwick, in which case the tuition fees due to the University of Warwick will be met by the Dyson Institute). In the case that the Dyson Institute cannot meet these fees from its reserves, tuition fees or other relevant costs will be met by the Dyson Institute’s ultimate parent company, Weybourne Holdings Pte Limited.”

It goes on to state that the Refund and Compensation Plan will include appropriate provision for travel costs as a result of relocation of provision, and other costs incurred as a result of relocation (e.g. an increase in childcare costs).

4. Information about how we will communicate with students about our student protection plan

We will publicise our student protection plan to current and future students by publishing it on the Dyson Institute website. It will also be referenced in our student handbook, will be highlighted during new students’ induction period, and will be available on the Dyson Institute’s Virtual Learning Environment and intranet.

The Dyson Institute’s Head of External Affairs and Development, who has responsibility for ensuring the Student Protection Plan is maintained and its provisions observed, is also the manager of the Secretary to the Dyson Institute’s Academic Board. This Board is responsible for the academic management of the Dyson Institute and approves all material course changes. As such, the Head of External Affairs and Development will be able to ensure that staff are aware of the implications of the Student Protection Plan when they consider course changes – or any other material academic changes.

We will review our Student Protection Plan annually. We will involve the Dyson Institute’s students in the review through the Staff Student Liaison Committee: the purpose and provisions of the Student Protection Plan will be explained to the undergraduate members of that committee who will review its content and, discuss with their peers and provide feedback to the Head of External Affairs and Development.

In the event that we need to implement the measures outlined in our Student Protection Plan, we will take the following actions:

- Notify all students within five working days of a decision being made to close the Dyson Institute or one of its courses and explain the resulting action;

- Immediately thereafter, hold a consultation meeting with all students to further explain the decision and next steps. This session will also be used to understand the key questions and concerns of the students, so that appropriate support can be put in place;
- All staff will be fully briefed on the measure and its implications. A team of academic staff will be required to make themselves entirely available to hold individual meetings with Dyson Institute students and provide advice;
- The Dyson Institute will also consult appropriate external organisations, including the National Union of Students, and will invite such organisations to provide independent support to its students;
- Should the result of the Student Protection Plan measure implemented be the potential transfer of Dyson Institute students to the University of Warwick, representatives from the University will be brought on site to speak to the students about the institution, its course, the logistics of transferring, accommodation, etc.; and
- In the event that students are required to change providers, they will be given no less than 60 days' notice during which the Dyson Institute will continue its operations.