

## **Introduction**

This policy is part of the college's student protection plan and reflects our commitment to the student experience and to supporting our students to achieve their academic outcomes. The refunds policy for further education is embedded as part of the college's tuition fee policy.

The refunds and compensation policy enables students to claim compensation following the completion and conclusion of a complaint, where the complaint is upheld or, more rarely, where there has been a material breach of contract. Compensation may take the form of a financial refund, price reduction or repeat provision of service.

Students who submit a formal complaint through the Student Complaints procedure and who have that complaint upheld, may wish to apply for a refund or compensation (including financial compensation) under this Compensation and Refund Policy. Under the Compensation and Refund Policy, students can apply for a full or partial refund of tuition fees and a full or partial refund of wider expenses incurred in the course of studying at the University.

## **Context**

This Refund and Compensation Policy sets out the circumstances in which the college will refund tuition fees and other relevant costs to students. The policy covers situations where the college is no longer able to preserve continuation of study for one or more students. The policy may also cover situations where there has been disruption to a course of study.

The college considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies. Decisions to change, suspend or close a programme of study are contained within the college's course amendment, suspension or closure procedure.

## **Explanation of Terms**

In this policy a reference to a Refund means the repayment of sums paid by a student to the college or an appropriate reduction in the amount of sums owed in future by the student to the college. This could include tuition fees, or other course costs.

In this policy, compensation means an action taken in recompense for a demonstrable material failing on our part in the complete provision of an advertised programme of study. It may take the form of a remedy without a financial element such as an apology or a good will gesture but could also take the form of a discount, a financial payment, or some other form of benefit.

Where in this policy compensation does equate to payment then this will be in respect of a demonstrable and evidential loss being suffered by a student.

Students are advised that in addition to the rights set out in this Policy they also have additional statutory remedies under the Consumer Rights Act 2015. This policy is informed by the Consumer Rights Act 2015 (CRA) and the Higher Education and Research Act 2017 (HERA).

### **Refunds or Compensation in the event of change or non-continuation of a programme of study**

In this Policy a reference to the college no longer being able to preserve continuation of study means that the college has terminated or intends to terminate:

- An academic programme of study on which an individual has accepted a place before that individual can enrol as a student;
- An academic programme of study on which a student is enrolled before that student has completed that course;

In circumstances where the College is no longer able to preserve continuation of an academic programme of study, and students have already commenced study on that programme, students may make a claim for compensation where they are forced to withdraw from the Course. As set out in the student protection plan the college's preference would be for a 'teach out' arrangement and it would therefore consider this circumstance a very rare occurrence.

This will only apply, therefore, when the college is ceasing to deliver an academic programme of study before registered students of that programme have completed their studies. In these circumstances the college will consider, on a case by case basis the full or partial refund of course fees and course materials and incidental expenses incurred by students on the programme of study.

### **Eligibility**

This policy covers all Higher Education students at the college. It covers: students in receipt of a tuition fee loan from the Student Loans Company; students who pay their own tuition fees; and students whose tuition fees are paid by a sponsor. In all cases, tuition fees and other costs will only be refunded to the original fee-payer/sponsor (whether Student Loans Company, individual student or sponsor of a student).

This Policy will not apply to individuals who have completed the studies for which they registered as a student unless, in accordance with the Student Complaints Procedure, they have taken forward a complaint within six months of the end of their registration period that is upheld.

### **Opportunity to Transfer Programme**

In the unlikely event of the college not being able to 'teach out' students on a programme that is being discontinued, students will be offered the opportunity to transfer to another programme at either the college or one of its partner Universities where that programme is validated by them. Where there is not a suitable alternative programme at either the college or partner University, the college will support students to transfer to a suitable programme at another UK university or college.

### **External Review**

If a student remains dissatisfied with the outcome of a claim for compensation under this policy, the student may be able to apply for a review of the claim by the Office of the Independent Adjudicator for Higher Education (OIA). This is an independent review scheme external to and independent of

the college's complaints procedure. The OIA will normally only review issues that have been dealt with through the college's internal procedures.

### **Refund of fees on the withdrawal of the student**

If a HE student withdraws on or before the 30 September in any academic year, they will be charged an administration fee only of £25. If the student withdraws after 30<sup>th</sup> September and on or before 31 October in an academic year they will be charged 25% of the total fee due for the year.

A HE withdrawal on or after 01 November in an academic year will result in the student being fully liable for the total fee for the year.

Students funded through the student loan system via Student Finance England will not receive any refund of monies paid to the College by SFE and will not be liable for any unpaid fees.

For students not funded through a sponsor or through the Student Loan Company, an option to pay full time or part time fees in instalments will be available with equal payments due for collection bi-monthly following payment of a 25% deposit at the point of enrolment.

If Student Finance England recovers any fees paid on behalf of the student after the date of withdrawal the College reserves the right to require full payment of any recovered fees directly from the student.

Exceptions to the policy for the amount of fees liable by the student in the event of withdrawal will only be made on production of a medical certificate which evidences the inability of the student to complete their studies.

### **Compensation Plan**

The college will put in place a Compensation Plan relevant to the circumstances of the individual student or students that includes provision for compensation in respect of additional costs reasonably incurred by students as a result of any transfer of programme or cessation of programme of academic study.

The college will also ensure that its plan for dealing with the programme cessation includes appropriate provision for communicating with and compensating applicants who have accepted a place on the programme, to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different programme or seek a suitable alternative.

Enrolled students, and any applicants who have accepted a place on the relevant programme of study, should also take such reasonable steps, in line with advice given by the college, to mitigate the situation.

Any payments associated with a compensation plan will include appropriate provision for:

- tuition fee costs (cover tuition fee loans from the Student Loans Company, self-funded tuition fees or payment of tuition fees from a sponsor);
- lost time;
- travel costs as a result of relocation of provision;

Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.

## **Payments**

Refunds will only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee or other costs and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

## **Individual Claims Process**

Refunds due as a result of the closure or cessation of a programme of study will be dealt with automatically by the college. Refunds due as a result of the withdrawal of the student will be dealt with automatically in line with timeframes set out above.

Should an individual wish to claim exceptional circumstances in the refund of fees following a withdrawal this should be made in writing to the Head of HE and International.

In all other cases, before seeking redress under the terms of this Refunds and Compensation Policy, students/individuals affected should submit a complaint to the college in accordance with its complaints procedure, this can be found on the college's website.

Upon completion of the procedure outlined in the college's Complaints procedure, a student may seek to use the provisions of this policy to seek financial redress if they remain dissatisfied with the outcome. Queries about the application of this policy should be addressed to the Head of HE and International in the first instance.

Claims submitted under the terms of this policy should:

- make it clear that the complaints policy has been exhausted;
- set out the impact of the programme change and what steps have been taken to mitigate this.

Upon receipt of a claim under this policy the college will consider the detail of the claim against the factors set out below. A response will be provided within 15 working days.

34. Factors the college will consider in assessing claims under this policy:

- Whether the college has failed to deliver any specific undertakings that had been given to the students for the way in which the programme was delivered;
- Whether there had been a failure by the college to deliver against material information agreed with the students at the point of acceptance of the offer;
- Whether a period of prolonged disruption, without sufficient remedial action, has jeopardised the ability of the college to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the course;
- Whether there has been a demonstrable loss to the student;
- Whether the student has been able to achieve the learning outcomes for their course;
- Whether the college followed its own processes in delivering the course;

- Whether the student has been affected in relation to final degree award, accreditation award or ability to take up a job offer;
- Whether the student has met their own responsibility to minimise losses;
- Whether the student took up any reasonable adjustments that were implemented for students to mitigate against the loss and if so consideration of whether a student was still disadvantaged despite alternative arrangements;
- Whether if a complaint is made due to disruption to a student's learning experience which is beyond the student's control, the college communicated with students adequately throughout the process.