



Title: Refund & Compensation Policy

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1. Purpose of College Policy and National Context

- 1.1 The purpose of this policy is to set out the arrangements for the refund of tuition fees that apply to learners or their employers on further education (including apprenticeships), higher education or commercial (full-cost) programmes. This policy also outlines the circumstances when the college may consider the payment of compensation to students or their employers. This Policy is not intended, in the first instance, to be used to resolve academic disputes relating to learner success. It aims to provide a clear and simple framework, so that learners can understand when they may be entitled to compensation or a refund of tuition fees or another type of remedy and how to make a claim. Learners and students are interchangeable terms within this policy as the former tends to apply in the further education sector and the latter in higher education.
- 1.2 The college has a separate Tuition Fee and Other Charges Policy.
- 1.3 The funding and regulation of higher education in England changed in April 2018 when the Office for Students (OFS) became fully operational. The OFS will combine the existing regulatory functions of the Higher Education Funding Council for England (HEFCE) and the Office for Fair Access (OFFA). The OFS has a remit to create and oversee a regulatory environment in higher education which puts the interests of students at the heart of the system, focusing on choice and competition. The OFS requires a Student Protection Plan incorporating an assessment of the range of risks to the continuation of study for the college's students and risk mitigation measures and information about the policy in place to refund tuition fees and other relevant costs to the college's students and to provide compensation where necessary in the event that the college is no longer able to preserve continuation of study.
- 1.4 The college's HE Quality and Standards section is responsible for the development and maintenance of all aspects of the quality of the college's HE strategy and provision to ensure it meets the requirements of its validating partner universities; awarding bodies; the higher education regulator, the Office for Students (OFS); the Office for the Independent Adjudicator (OIA); the Quality Assurance Agency; and the Competition and Markets Authority (CMA).
- 1.5 Following the introduction of the national apprenticeship Levy system in May 2017, it is anticipated that an increasing proportion of the college's income from apprenticeships will be attributable to direct contractual relationships for the delivery of apprenticeship standards for learners employed by larger (Levy paying) employers.

2. Refunds

- 2.1 The college aims to deliver a high quality further and higher education provision, in line with the requirements of learners, employers, awarding bodies and, for HE programmes, the validating partner universities.

2.2 The college will provide students with as much clarity as possible about the content of their further or higher education programme, location of their studies and timetable prior to the commencement of each academic year and will aim to minimise changes to programmes of study which result in disruption to learners during the academic year. As the implications of the outcome of the college's strategic options review (paragraph 2.2) and evolving Property Strategy (paragraph 2.3) become clearer, the college will ensure that there are timely communications with both existing and prospective students and their employers.

2.3 This policy applies to all college students, irrespective of the funding arrangements for their further or higher education programme, including:

- Students in receipt of a tuition fee loan from the Student Loans Company.
- Students who pay their own tuition fees.
- Students whose tuition fees are paid by an employer or another sponsor.

2.4 Refunds will be made where it is necessary to close a class due to insufficient numbers or where the attendance of learners is made impossible or inappropriate by some action of the college. Should this action prove necessary, the refund will be processed as part of standard procedures, there should be no need to contact the college to request this.

In the event of a course closure, refunds will not be paid to those learners who have:

- (i) Voluntarily left the course.
- (ii) Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor.

Refunds will not be made for any personalised kits or materials which are being retained by the learner or any registration fees which have been paid to another party by the college on behalf of the learner.

The college will honour requests for a refund made in writing within 14 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study, with the exclusion of short courses of less than one month. Fees will not be refunded where course closure is temporary or due to circumstances beyond our control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

2.5 For a refund request in response to an issue or problem with your college course the Complaints and Compliments Policy and Procedures document found on the College website should be followed. In each case, the learner should explain in detail the issue/problem experienced and why the learner believes that they are entitled to a refund. As stated in the

Complaints and Compliments Policy this must be done within 15 days of the issue/problem occurring to enable the college sufficient time to explore options for remedying the issue. The Complaints and Compliments Policy and Procedures will be followed and if the issue/problem is substantiated the learner may receive a refund if this is deemed the appropriate resolution, subject to the authorisation of the Director of Finance and Corporate Affairs (or his nominee). If the claim is not substantiated the learner can appeal referring back to the Complaints and Compliments policy and procedures.

Financial compensation/refund will not always be the appropriate response to a complaint and it is unlikely that most issues will be resolved in this way. Alternatives to financial compensation might include an apology or goodwill gesture, an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended or repeat delivery of the relevant course element may be offered where possible.

2.6 Where a refund or credit note is agreed, an administration fee may be charged. This does not apply to course closures.

2.7 If a refund is agreed through either course closure, within the 14 day enrolment period, or as a result of an investigation through the Complaints and Compliments Policy and Procedures, the following refund process will apply:

- Where the original payment method was by cheque, refunds will be by cheque.
- Where the original method was by cash, refunds will be made by cheque (the college does not hold large cash sums and adheres to the money laundering regulations covering the handling of cash).
- Where the original payment was by credit/debit card, a refund will be made back to the same credit/debit card, unless the card has expired and we are unable to contact the payer for a new expiry date, in which case the refund will be by cheque.
- Where the original payment was made directly into the bank, a refund will be returned to the account from which the original payment was received.
- Where the original payment was received from the Student Loan Company, refunds will be made to the Student Loan Company. The Student Loan Company will reclaim fees as a result of the college completing a change of fee notification. The Student Loan Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.
- Where fees were invoiced to and payment received from an Employer/Sponsor, refunds will be returned to the Employer/Sponsor by the same payment method.

2.8 Overpayment refunds will be subject to a minimum ten working day clearance period.

3. Transfers

3.1 The following rules apply to transfers where a student:

- (i) Transfers from a course the college has closed to an alternative higher fee HCFHE course the difference will be paid by the college.
- (ii) Transfers to a HCFHE course with a similar tuition fee, no charge will be made.
- (iii) Decides to transfer from a HCFHE course to a HCFHE course with a higher tuition fee the student will pay the difference between the course tuition fees.

4. Compensation

- 4.1 In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative HCFHE course, the arrangements outlined in paragraph 4.1 above will apply.
- 4.2 Where it is necessary as a result of action by the college (such as course closure) for students to transfer to an alternative provider or there is a change in the location of the course (which was not notified to the student prior to the commencement of the academic year) the college will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.
- 4.3 The college's priority will always be to ensure that students receive the education experience outlined in college course information (whether on-line or in hard copy format) and their learning agreement. Where as a result of an investigation through the Complaints and Compliments Policy and Procedures it is concluded that this has not been the case appropriate financial or other compensation may be offered.
- 4.4 The college is cognisant of OIA guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience and the following guidelines will apply in in such cases:

| Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students | |
|-----------------------------------------------------------------------------------------------|---------------------------|
| Level of distress and inconvenience | Indicative compensation |
| Moderate | Up to £300 |
| Substantial | Between £301 and £1,250 |
| Severe | Between £1,251 and £3,000 |

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £3,000 will only be considered in exceptional circumstances.

Moderate:

- An act or omission of the college which has caused some distress and inconvenience in the short term (e.g. less than 6 months).
- Moderate delays (i.e. less than 6 months) or other procedural irregularities on the part of the college where there is evidence to suggest the student suffered material disadvantage.

Substantial:

- An act or omission of the college which has caused some distress and inconvenience in the long term (e.g. more than 6 months).
- Substantial mishandling of the complaint by the college which has resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) where there is evidence to suggest the student suffered material disadvantage.

Severe:

- Cogent and contemporaneous evidence to suggest that as a result of the college's acts or omissions the student has suffered from ill health.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the college's internal process resulting in material disadvantage to the student.
- Where there has been a clear material disadvantage to a student as a result of the college's acts or omissions, but a practical remedy is inappropriate or impossible.

5. Financial Implications of Refund and Compensation Policy

- 5.1 The college will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified. Arrangements will be developed during 2018 (in consultation with the college's selected merger partner following the conclusion of the strategic options review referred to in paragraph 2.2) and will be in place by August 2019.
- 5.2 Given the extent of national policy and strategic change for both the sector (including qualification review and reform, regulatory change, devolution of adult education budget funding to combined mayoral authorities, college insolvency regime and apprenticeships) and the college (anticipated confirmation of new merger partner in 2018), this policy is subject to a further review in February 2019.

