

Refund and Compensation Policy

Lead: Clare Hagerup	Status: Approved
Version: 1.0	Date of Version: June 2018
Approving Body: SLT	Supersedes: N/A
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Equality analysis tool

1.	Is the policy relevant to the public sector equality duty?	No
2.	Have any concerns previously been raised about this policy or practice?	No
3.	Is likely to result in discrimination against a protected group?	No
4.	Does this policy positively contribute to the participation of under-represented groups in the College's activities?	No

Version Control

Version	Date	Change(s)

Access

Location	Address/Link
Sharepoint	
Service Centre	
Document Centre	

Communication

Medium	Audience
Public Website	Enrolled and prospective students – required as part of OfS Registration

Refund and Compensation Policy – Higher Education

- 1.0 This document must be read in conjunction with the College's Tuition Fee Policy and Higher Education Complaints Procedure. It is applicable only to students studying a higher education qualification (either as a stand-alone qualification, or as part of a higher apprenticeship).
- 2.0 The policy is not intended to be used to resolve academic disputes, but rather to provide a clear framework of the circumstances under which the College may consider making compensation payments to students (or in cases where they are funded by their workplace, their employer).
- 3.0 The Office for Students (OfS), the regulatory body for higher education in England from April 2018, requires the College to have in place a Student Protection Plan, which includes information about this policy and its measure to either refund tuition fees or to provide compensation where necessary if the College is no longer able to preserve continuation of study.
- 4.0 Universities UK describe a **refund** as relating *'to 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 university. This could include tuition fees, other course costs, or accommodation costs.'* They define **compensation** as relating to *'some other recognisable loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for waster out-of-pocket expenses they have incurred, which were paid to someone other than the [College] (such as travel costs) or (b) an amount to recompense for material disadvantage to the student arising from a failure by the [College] to discharge its duties appropriately.'*
- 5.0 The College's HE Strategy (2018-2021) articulates the College's higher education Mission, which is:
- *To provide inspirational, aspirational and motivational high-level learning for the people who live the Wakefield District*
- 6.0 The College's Higher Education Quality and Standards Committee (HEQS) is responsible for the oversight and maintenance of all aspects of the quality of the college's Higher Education Strategy and higher education curricula to ensure that it meets the requirements set by validating partners, franchise partners and awarding bodies, the OfS, the Office for the Independent Adjudicator (OIA), the

Quality Assurance Agency (QAA) and the Competition and Markets Authority (CMA).

7.0 All refund requests will be subject to approval by the Executive Director Finance & Resources, who will make any such decision following discussions with the Director of Higher Education about each individual case.

Refunds

8.0 The College will provide all enrolled higher education students, and all potential students who have demonstrated an interest in a higher education programme by a formal application (either via UCAS or a direct application), with as much clarity as is possible around the content of their higher education programme, the location of their studies and their proposed timetable prior to the formal commencement of their studies each academic year.

9.0 If, at any time during a student's period of studies, a policy or strategy produced by the College has the potential to impact upon a student's academic experience the College will ensure that timely communications take place with existing and potential students and, where applicable, their employers.

10.0 This policy is applicable to all of the College's higher education students, irrespective of their funding arrangements, which may include:

- Tuition fees loans from the Student Loans Company
- Self-funding
- Funding by an employer or other sponsor

11.0 Where a programme of study must close due to insufficient numbers or due to actions of the College, refunds will be made as part of the standard procedures relating to programme closure and a student should not have to make contact with the College to arrange this.

A student will not be eligible for a refund under the following circumstances:

- Where they have voluntarily withdrawn from the programme of studies
- Where they have not attended their programme for a period of four weeks prior to closure and have not agreed this period of absence, in writing, with their programme leader or relevant Head of Curriculum

Refunds will not be made for any personalised kit or materials which is retained by the student, nor for any registration fees paid by the College to another party on behalf of the learner.

The College will honour requests for a refund made in writing within 7 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study. Short courses of less than one month are excluded from this caveat. Any such requests should be made to the finance team. A request for withdrawal which takes place after the 7-day period will be subject to fee charges as per Section B of the Terms of Enrolment.

Fees will not be refunded where the programme closure is temporary in nature, or where it is due to circumstances beyond the control of the College (this includes, but not exclusively, 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).

12.0 An administrative charge (*figure to be set*) will be deducted from any refund payable, other than where the actions of the College have led to course closure

13.0 For a refund request in response to an issue or problem with a programme of study, the College's Higher Education Complaints Procedure should be followed. This can be accessed either on the College's public website or on the HE Student Moodle page. The Complaints procedure will be followed by the College and if an issue or problem raised by a student is substantiated, a student may receive a refund if this is deemed to be an appropriate solution. This decision will be subject to the authorisation of the Executive Director Finance and Resources, or his nominee. If the claim is not substantiated the HE Complaints Procedure incorporates an appeals process which a student may implement.

14.0 It should be noted that a refund is not always the most appropriate resolution to a complaint and it is unlikely that most issues will be resolved in this way. Alternatives to a refund which are deemed suitable may be an apology, a goodwill gesture, repeat delivery of relevant elements of the programme or an offer of alternative learning methods.

15.0 Refund requests of a personal nature should be addressed to *the Director of Higher Education* giving a full explanation as to why a student believes a refund should be considered. Whilst it is unlikely that the College will be able to accommodate any such request after the 7 day enrolment period, a credit note may be issued under exceptional circumstances as a gesture of goodwill. The

credit note will be restricted to a named student or named employer and will have a time limit of twelve months. The credit note will not have a cash equivalent.

16.0 Where a refund or credit note is issued, the College retains the right to apply an administration charge. This administrative charge will not be applicable to course closure refunds.

17.0 If a refund is agreed either through course closure, within the 7 day enrolment period, or as a result of an investigation under the HE Complaints Procedure, the following refund process will apply:

- Where the original payment method was by cheque, refunds will be by cheque
- Where the original payment method was by cash, refunds will be made by cheque (the College does not hold large sums of money and adheres to money laundering regulations relating to the handling of cash)
- Where the original payment was by credit or debit card, the refund will be made back to the same card. Where the card has subsequently expired and we are unable to contact the payer for a new expiry date, the refund will be made by cheque
- Where the payment was made directly into the bank, a refund will be made 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 who will reclaim fees as a result of the College completed a change of fee notification. The Student Loan Company will 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 or other sponsor, refunds will be returned to the employer or sponsor by the same payment method

18.0 Any refund made as a result of overpayment will be subject to a minimum ten-day clearance period

Transfers

19.0 Where a student transfers, the following rules apply:

- If the student transfers from a course the College has closed to an alternative higher fee HEFCE fundable programme offered by the College, the difference will be paid by the College

- If the student transfers to a HEFCE fundable programme with a similar tuition fee within the College, no charge will be made
- If the student decides to transfer from a HEFCE fundable College course to another HEFCE fundable College course with a higher fee, then the student will be responsible for the difference in fees

Compensation

20.0 In the event that circumstances arise which prevent the continuation of study and it becomes necessary for a student to transfer to a new programme of study, the provisions of paragraph 18.0 will apply.

21.0 The College will consider appropriate compensation for additional travel or other costs directly attributable to programme closure which is necessary as a result of action by the College.

22.0 The College strives to ensure that each enrolled higher education student receives the education experience outlined in the College's course information. If an investigation instigated by virtue of the HE Complaints Procedures concludes that this is not the case, the College may offer appropriate financial or other compensation.

23.0 OIA guidance on considering the appropriateness of compensation payments to higher education students for distress and inconvenience indicates the following as appropriate levels:

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 £1250
Severe	Between £1251 and £3000

The College will utilise these guidelines however, it should be noted that these are indicative only and any compensation payments made will be determined by the individual student's circumstances. Payments over £3000 will only be considered under exceptional circumstances.

A moderate level of distress and inconvenience would be:-

- 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 that the student suffered material disadvantage

A substantial level of distress and inconvenience would be:-

- An act or omission of the College which has caused some distress and inconvenience in the short 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

A severe level of distress and inconvenience would be:-

- Cogent and contemporaneous evidence to suggest that as a result of the College's acts or omissions the student has suffered 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

Financial Implications of Refund and Compensation Policy

24.0 The College will incorporate provision 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 academic year 2018-19 and will be in place by August 2019