



## Refund and Compensation Policy

<b>Designation number</b>	LC012	<b>Title</b>	Refund and Compensation Policy
<b>Current Version number</b>	January 2023 v4	<b>Review date</b>	January 2024
<b>Published on website</b>	Yes	<b>Related policies and/or procedures</b>	Student Handbook Academic Appeals Malpractice Policy Student Disciplinary Policy Complaints Policy Grievance Procedures
<b>Relation to QAA requirements (parts of code covered)</b>			
Informed by UK Quality Code – Core Practices for Standards and Quality			

### Refund and Compensation Policy – Overview

The Refund Policy applies to all categories and level of UK/EU students from September 2018. Approved refunds will be paid in the same way and to the same account as the money was originally received. Evidence of payment and copy bank statement will be required to verify details. This is to comply with money laundering regulations. No exceptions can or will be made.

The date of withdrawal will be the date at which a completed withdrawal form is authorized by the Registrar. It is the student's responsibility to formally notify the College of their withdrawal at the point at which they leave the course.

#### 1.0 Outstanding Fee Payments

- a. Once a withdrawal has been actioned, any outstanding fee will remain on the student's account. The College will pursue any outstanding fee directly or through its collection agents. If the fee is pursued by the collection agent it may incur additional fees and may affect your credit rating. Any remaining account credit will be used to offset any debt on the students account thereafter a refund will be issued.

#### 2.0 Permanent Withdrawal

- a. Students who permanently withdraw from the College are not expected to return to their

course and will receive a refund in line with the mechanism set out in section 3, below.

- b. The College's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Once a student has accepted the offer of a place on the College's program they have the right to cancel acceptance by informing the College in writing within 14 calendar days after completing the registration process or 14 calendar days from the official course start date, whichever is later. Cancellation within this period will entitle the student to be refunded any deposit/fees paid. The College reserves the right to charge a proportion of the annual program fee for cancellation after this period as indicated in section 3 below.

### 3.0 Fee Refund Calculation – Permanent Withdrawals

- a. A refund can only be calculated once a complete withdrawal is actioned on the student's electronic record in the Student Management Information System, which can only happen following the completion of the necessary withdrawal process. Fees shall be refunded to the person or organisation paying the fees and not to any third party.
- b. The mechanism for calculating fee refunds for each year of study is as follows and is dependent on a student's course start date:

Liability Point September 2018 starters	Amount charged of total fee following withdrawal	Amount refunded of total fee
Within 14 calendar days from enrolment or course start	0%	100%
After 14 days to the 1 <sup>st</sup> week in January of the academic year	25%	75%
From the 1 <sup>st</sup> week in January to 3 <sup>rd</sup> week in April of the academic year	50%	50%
After the 3 <sup>rd</sup> week in April of the academic year	100%	0%

<b>Liability Point January/February 2019 starters</b>	<b>Amount charged of total fee following withdrawal</b>	<b>Amount refunded of total fee</b>
Within 14 calendar days from enrolment or course start	0%	100%
After 14 days to 3 <sup>rd</sup> week in April of the academic year	25%	75%
From the 3 <sup>rd</sup> week in April to the 1 <sup>st</sup> week in September of the academic year	50%	50%
After the 1 <sup>st</sup> week in September of the academic year	100%	0%

#### **4.0 Temporary Withdrawals**

- a. Students who temporarily withdraw from the College are, by definition, expected to return, therefore the cancellation period does not apply to temporary withdrawals. The fee to be paid for the year in which a student temporarily withdraws will be calculated according to the mechanism set out in section 3 above. The College will not issue refunds for temporary withdrawals and any resulting credit will remain on the student's account and be carried forward to the following year to count towards further fees charged.
- b. Where a student withdraws part way through a semester/term, and re-enrolls at the same point (during or after the same week the following year), they will be charged for any remaining study at the new fee rate, if the full fee was paid the previous year they must pay the inflationary increase for the remaining study.
- c. If a student chooses to re-enroll earlier than the week the following year to which they withdrew, the College will charge for the additional semester/term(s) of study at the new rate. If the Department decides that a student must repeat any semester/terms of study due to changes to the course, the College will not charge over 100% for the two years, students will be asked to provide written confirmation of this from the relevant Department. Inflationary increases will apply.
- d. If the student re-enrolls for the full academic year, they will be charged in full at the new rate. Before returning to the course, it is the student's responsibility to make the necessary arrangements with the Registrar, including confirming their intended return date. The Registrar will then communicate with the Bursar to ensure that the correct fee is charged for the student when returning to study.
- e. Students who temporarily withdraw from their studies remain liable to pay any outstanding fees due to the College (see 3 above) and re-enrolment will not be permitted until outstanding fees have been paid.

#### **5.0 Retrospective Withdrawals**

- a. Retrospective withdrawals are not permitted. As stated previously, it is the student's responsibility to notify the College of their withdrawal at the point at which they intend to leave the course. Should there be exceptional mitigating circumstances which meant it was not possible to notify the College at the correct time, please refer to section 8 below.

## **6.0 Student Finance England (SFE) Loans – UK/EU students only**

- a. The College must receive satisfactory evidence of financial assistance from SFE towards the cost of tuition fees by loan. The student will be liable for fees until the College receives evidence and no refund shall be made to the student until the College has received the appropriate fee from SFE. If SFE decide to no longer support a student loan application, the student will remain liable for fees and will be expected to settle any remaining balance with the College.
- b. The College will retain SFE loans as noted in section 3 above for students who are SFE funded and decide to completely withdraw. A permanent withdrawal assumes a student will not return to study on the same course. The permanent withdrawal will be classed as a year's worth of funding used which is normally known as the gift year. Any overpayment from SFE will be returned to SFE.
- c. For students who are SFE funded and decide to temporarily withdraw, the College will retain SFE loans as noted in section 3 above. A temporary withdrawal assumes a student will return a year later during the week they withdrew in order for SFE to continue to fund the remaining study, this will be at the new rate so the student will need apply for SFE funding for the remaining study at any inflationary fee increase. If the student returns earlier than the point at which they withdrew, they may be liable for fees that SFE may not fund.
- d. Please note that SFE tuition funds cannot be used for previous years outstanding tuition or carried forward to subsequent years as SFE pay for specific study with a specific amount of funding for each academic year e.g. if a student has an outstanding withdrawal charge of 25% in 2016/17 and is charged 75% in 2017/18 for the remaining study, students cannot use 2017/18 tuition funding for withdrawal charges in 2016/17. The temporarily withdrawn year will be seen as a year's worth of funding used, normally known as the gift year.

## **7.0 Sponsored Students**

- a. The College must receive satisfactory evidence of financial assistance from sponsors. Students will be liable for fees until the College receives evidence and no refund shall be made to the student until the College has received the appropriate fee from the sponsor. Any overpayments from sponsors will be returned to the sponsor or carried forward to subsequent study on formal request in writing. Refunds will be calculated according to the mechanism set out in section 3 above. It is the student's responsibility to ensure any agreed sponsorship of tuition fees is paid within 28 calendar days of enrolment, in the event that, a student's sponsor withdraws sponsorship or does not pay within 28 calendar days the tuition invoice will be issued directly to the student during the period of enrolment and

must be paid in 10 working days.

## **8.0 Mitigating Circumstances - Non-exhaustive list of Acceptable/Not Acceptable Circumstances** (resulting in a complete withdrawal)

### **Mitigating Circumstances normally acceptable**

- a. Recent (< 1 month) death of a close relative

"Close" means parents (& guardians), children and siblings, and a spouse/partner. It may include in-laws, grandparents and grandchildren if it can be shown that the relationship was very close, but not normally aunts, uncles, cousins etc.

Recent (< 1 month) diagnosed illness or serious accident of the student affecting study. It should be an incapacitating illness or an unexpected deterioration in an ongoing illness or medical condition. It also includes bone fractures and serious sprains; Medical certification must be obtained; self-certification is never acceptable as evidence of mitigating circumstances. Medical evidence **MUST** bear the GP's practice stamp and/or be on appropriate headed paper.

- b. Recent (< 1 month) serious illness of a close relative See notes above about the definition of "close".

- c. Recent (< 1 month) Change of employment circumstances

Unforeseen changes in employment i.e. withdrawal of sponsorship (letter from employer must be provided).

- d. Recent (< 1 month) unforeseen special needs

Special needs preventing a student from continuing with study that have been declared to the College within a month of enrolment and verified by the Faculty/School or Special Needs/Learning Support Tutor/Disabilities Office.

### **Mitigating Circumstances not-acceptable**

- a. Study-related

Delays in printing, photocopying, Computer difficulties, disk difficulties, late distribution of materials by the Department. Issues with predefined timetabling of modules. Decision to transfer to another study provider.

- b. Social Difficulty integrating to College life or home sickness. Decision to commence with employment rather than studying at the College.

- c. Minor ailments and other conditions

Minor ailments where symptoms may be relieved by over-the-counter medication, sprains, long- standing medical conditions for which special arrangements could have been made or treatment anticipated and taken. Accidents/illness affecting relatives or friends (unless serious or the student is the sole carer).

- d. Non-serious domestic or personal disruptions which could have been anticipated or

planned

Change of job or "normal" job pressure (exceptional crises at work might be acceptable), illness or death of pets. Holidays, weddings, religious festivals, moving house or other events where the student either has control over the date or may choose not to participate in.

## **9.0 Compensation**

- a. The college ensures that any changes of location are discussed in advance with student representatives and all affected students are given notice well in advance and advise students on how such changes will be undertaken.
- b. Students who are affected by such changes will be automatically eligible for compensation relating to the increase in their travel costs. The college will not compensate students for any costs in relation to accommodation.
- c. Students who have an increased travelling distance of over 5 miles will be eligible for compensation of an additional mileage incurred at a rate of 20p per mile for the days they travel to the college over the relevant teaching weeks during the academic year.
- d. Students' traveling on public transport will be eligible for compensation for any additional charges incurred on their daily travel expenses for the days they travel to the college over the relevant teaching weeks during the academic year.
- e. In the case where a student does not fully agree with any changes to a course, they may choose to leave the course and student will need to complete a Withdrawal Form. In most cases the student's fee liability date will be based on the date of receipt of the Withdrawal Form. However, in the unlikely event of a serious adverse effect on the student, the College will consider the fee liability on a case by case basis.
- f. In the case of a course being discontinued without teaching out and if the student does not agree with any alternative arrangements offered, the College will fully refund the student's fees collected for that academic year of study. There will be no other compensation paid by the College.
- g. In the case of a course being discontinued, instead of teaching out, and the student has agreed to commence or continue another course at the College, the College will ensure that there will be no additional tuition fee burden on the student.
- h. In the case of a student having to transfer to another provider to complete the same or a similar course, the College will facilitate adequate support to compensate for loss of time, any additional maintenance costs / tuition costs and reimburse travel costs as a result of relocation of provision.