

Student Refund and Compensation Policy

1. The Student Refund and Compensation Policy describes the College's arrangements for:
 - considering applications for tuition fee refunds from UK students who decide to withdraw from their programme;
 - considering compensation for students who:
 - have a complaint about the College upheld; or,
 - are affected by a material breach of contract by the College; or,
 - are affected by a material change to a programme as described in our Student Protection Plan.

2. The primary audiences for this policy are:
 - UK students who wish to make a claim for a refund
 - Students who wish to make a claim for compensation;
 - College staff who are responsible for considering claims for refund or compensation.

Who does this policy apply to?

If you are...	Then...
A UK student on a programme leading to an award from Pearson ¹	All parts of this procedure apply to you.
A UK student on a programme leading to an award from the University of Bolton	This procedure applies to you if you are registered with the College. It does not apply to you if you are registered with the University. Students registered with the University should refer to the University's procedures.
A UK student on a programme leading to an award from Buckinghamshire New University	This procedure applies to you if you are registered with the College. It does not apply to you if you are registered with the University. Students registered with the University should refer to the University's procedures.
A UK student on a programme leading to an award from St Mary's University	This procedure applies to you if you are registered with the College. It does not apply to you if you are registered with the University. Students registered with the University should refer to the University's procedures.
A UK student on a programme leading to an award from NCUK	All parts of this procedure apply to you.

¹ The section on compensation also applies to someone who was enrolled on a HND programme at the College within the last three months.

3. If you are an international student sponsored under the College’s Student sponsor license, then the first part of this Policy on tuition fee refunds does not apply to you. Please refer instead to the International Student Fees and Refund Policy. The second part of this Policy on Compensation does apply to you.

4. If you are not sure who makes the award at the end of your programme, and/or whether you are registered with the College or another body, please ask your Customer Service Officer.

Tuition fee refunds for UK students

5. For the purposes of this policy, a refund is defined as a refund of tuition fees where the student themselves decides to withdraw from their programme (and not where they are de-registered by the College).

6. Students who are considering withdrawal must be encouraged to discuss the matter with their Customer Service Officer and Academic Support Officer before making a final decision. This is to make sure the student can make an informed decision based on all the options available to them and an understanding of the implications of each option. It is particularly important that students understand the financial implications of transferring to another programme, suspending their studies or withdrawing completely.

7. Students who cancel their place and withdraw from the College within the 14-day cooling off described in the College’s Recruitment, Selection and Admissions Policy and Procedure, and Terms and Conditions, are not liable for any tuition fees.

8. If a student withdraws after the 14-day cooling off period then they will be liable for a proportion of tuition fees based on when they withdraw and who funds the tuition fees, as described in the following table.

Date of withdrawal	Percentage of tuition fee due if funded by Student Loans Company	Percentage of tuition fee due if funded by another sponsor or self-funded
After the first day of term 1	25%	33%
After the first day of term 2	50%	67%
After the first day of term 3	100%	100%

9. Tuition fee refunds will only be made to sponsor or source of funding. Therefore, where the tuition fee is paid by Student Loan Company (SLC), the College will make a refund to the SLC (or the SLC will claw back monies already given to the College). Where the tuition fee is paid directly by the student, a refund will be made to the bank account from which the money was paid to the College. Where the tuition fee is paid by an external sponsor, a refund will be made to that sponsor.

Compensation

10. For the purposes of this policy, compensation is defined as a financial award given to a student who has a complaint about the College upheld, or who is affected by a material breach of contract by the College or a material change to a programme.

Compensation for upheld complaints

11. The College's Student Complaints Procedure describes how students (including prospective students, current students and recent students) may complain about something the College (or a member of College staff) has done or not done. Any application for compensation must be made using this procedure.

12. The application form for the formal stage of the Student Complaints procedure asks complainants how the complaint may be resolved to their satisfaction; this may include compensation from the College. In addition, (and regardless of whether the complainant asks for compensation), the member of staff investigating the formal complaint may recommend compensation where they find the complaint is upheld. Complainants who are dissatisfied with the outcome of a formal complaint, including the absence (or value) of an offer of compensation, may appeal using the relevant part of the Consolidated Appeals Procedure within 14 days of receiving the outcome.

Compensation for material breaches of contract and material changes

13. A material breach of contract may include:

- failure by the College to provide specific undertakings given to the student in the way that the programme was to be delivered;
- failure by the College to deliver against information agreed with the student at the point at which they accepted an offer;
- a prolonged disruption without sufficient mitigating action, which has put in jeopardy the College's ability to offer teaching and learning that gives students a fair and reasonable opportunity to develop the appropriate levels of understanding for the programme;
- failure to preserve continuity of study for the student.

14. As the Student Protection Plan explains, the College will also consider compensating students under certain circumstances in case of the following material changes:

- the closure of the whole College;
- where part or all of a campus is rendered unusable for activities involving students;
- where a programme undergoes a major change;
- the deregistration of the College with the Office for Students;
- the loss of the College's license to sponsor international students;
- where a relationship with an awarding body comes to an end;

15. Any claim for compensation for material breach of contract, or in connection with a material change covered by the Student Protection Plan, should be made using the College's Student Complaints procedure. The claim should include as much information about the financial loss to the student as possible to allow the College to confirm that demonstrable and material financial loss has occurred and determine its value.

16. Demonstrable and material financial loss may include or cover (but is not necessarily limited to):

- the increased cost of travel to study at another provider;

- any impact or delay to the student’s ability to take up a job offer;
- financial assumptions that the student may have reasonably made, such as reliance on course-related income or child-care plans, which would not be available under contingency arrangements;
- expenses incurred directly because of the original programme which a student would not have incurred if they had not been studying on that programme and which hold no value under any contingency arrangements;
- demonstrable losses incurred by the student, either in terms of wasted out-of-pocket expenses they have incurred, paid to someone other than the College, or material disadvantage to the student arising from the College failing to preserve continuity of study (e.g., time lost).

17. In the case of a group complaint involving a request for compensation, the College will ask individual students for evidence of financial loss and determine compensation on an individual basis.

18. Claims for compensation made for material breach of contract, or in connection with a material change covered by the Student Protection Plan, will be considered by a Compensation Panel consisting of the Principal, Provost and an independent member of the Board of Directors. The panel will adopt an evidence-based approach and determine the value of any compensation based on:

- the direct cost to the student of the breach of contract or material change;
- whether the student has met their responsibilities to minimise their own losses by:
 - not unreasonably refusing a suitable or reasonable alternative option;
 - minimising any delays in resolving the matter, which may have been partly caused by the student.

Student bursaries and emergency loans

19. Should a student in receipt of a bursary transfer to another institution as a function of the activation of the Student Protection Plan, the College will endeavour to honour the bursary for remainder of the academic year or level which the bursary applied to or was paid in.

20. Should a student in receipt of an emergency loan transfer to another institution as a function of the activation of the Student Protection Plan, the student will remain liable for the repayment of that loan to the College.

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