

Refund and Compensation Policy

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Associated Policy:	HE Strategy Fee Strategy

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 students 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 to be used to resolve academic disputes relating to student success. It aims to provide a clear and simple framework so that students and others 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.
- 1.2 The College recognises consumer protection rights from the Unfair Trading Regulations 2008 (CPRS), Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013, and Consumer Rights Act 2015 in all its dealings with students and employers.
- 1.3 The College has a separate Fee Strategy and Policy which is updated annually.
- 1.4 The funding and regulation of higher education in England changed in April 2018 when the Office for Students (OFS) became fully operational. 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 the College to publish 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; including this policy.

3. Refunds

- 3.1 The College aims to deliver a high quality further and higher education provision, in line with the requirements of students, employers, awarding bodies and, for HE programmes, the validating partner universities.
- 3.2 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.

3.3 The College will provide students with as much information as possible about the content of their further or higher education programme, the 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 students during the academic year. The College will ensure that there are timely communications with both existing and prospective students and their employers. It is recognised that course content and delivery form part of the student's pre-contract information and becomes the contract once an offer has been accepted and that subsequent changes will be considered carefully and communicated clearly with the student.

3.4 Refunds will be made where it is necessary to close a class due to insufficient numbers or where the attendance of students 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; students will not need to contact the College to request this.

In the event of a course closure, refunds will not be paid to those students 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 kit or materials which are being retained by the student, or any registration fees which have been paid to another party by the College on behalf of the student.

3.5 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. These requests should be made to the Director of Finance. Fees will not be refunded where course closure is temporary or due to circumstances beyond our control, including but not restricted 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.

3.6 The College annual administration fee (identified in the annual Fee Strategy) is not refundable unless the College closes the class.

- 3.7 For a refund request in response to a complaint about a course or programme, the College Complaints Procedure should be followed. Following investigation, if the issue/problem is substantiated the student may receive a refund if this is deemed the appropriate resolution, subject to the authorisation of the Director of Finance (or his/her nominee). The College will at all times endeavour to resolve issues where the contract has not been fulfilled with reasonable care and skill, including anything which has been communicated to the student or sponsor on behalf of the College which has influenced the student or sponsor's decision to enter into the contract.
- 3.8 Refund requests of a personal nature should be addressed to the Director of Finance at the Cambridge Campus or emailed to snewton@camre.ac.uk giving full explanation as to why the student believes a refund should be considered. Whilst it is unlikely that the College will be able to accommodate these after the 14-day enrolment period, a credit note may be issued in exceptional circumstances as a goodwill gesture. The credit note will be restricted to the named student/ employer, has a time limit of twelve months for redemption and does not have a cash equivalent.
- 3.9 Where a refund or credit note is agreed, an administration fee may be charged. This does not apply to course closures.
- 3.10 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 Procedure, 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.

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

4. Transfers

4.1 The following rules apply to transfers where a student:

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

5. Compensation

5.1 In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative course, the arrangements outlined in paragraph 4.1 above will apply.

5.2 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.

5.3 The College's priority will always be to ensure that students receive the education experience outlined in College course information and their learning agreement. Where as a result of an investigation through the Complaints Procedure it is concluded that this has not been the case appropriate financial or other compensation may be offered.

5.4 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 and any payment over £1000 will be subject to approval by SMT.

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.

6. Financial Implications of Refund and Compensation Policy

- 6.1 The College incorporates provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students and recognises risks associated with its offer and enrolment procedures on the College's risk register.

Document history

Date	Issue number	Change/Comments	Date Approved	Approved by
01/08/2018	1			
08/02/2021	2	Removed explanation about OfS from section 1.3 Added last review/next review dates to document details section on page 1 Added reference to HE Strategy	10/2/21	SMT



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