

# Refund and Compensation Policy

## Document Summary

Date of approval: 18/11/19

Approved by: SLT

Last revision date: 31/08/2023

Next revision date: 31/08/2024

### 1: Background

The City College (TCC) has developed this policy setting out the circumstances in which TCC will refund tuition fees and other relevant costs to students and provide compensation where necessary if TCC is unable to provide continuation of study for one or more students on its higher education courses. The risk that this may occur has been assessed, through the Student Protection Plan, as unlikely. However, if it were to occur, any affected students should receive a refund of fees and appropriate compensation.

This policy covers courses that TCC has terminated or intends to terminate and does not include changes or termination of courses where all registered students would have been expected to have completed their programme by the termination date. It also covers students who cancel or withdraw from their course. Refund and compensation plans will be based on the relevant guidance published by the Office for Students and/or the Office of the Independent Adjudicator for Higher Education.

### 2: Course Termination

A course termination is defined as being if TCC has to terminate a course before the expected course end date. If this was to occur, TCC will communicate with all affected students individually and will:

- ensure students receive a unit certificate of achievement which recognises achievement to date
- provide the student registration number, which would support possible continuation at another provider
- offer students advice and guidance on transfer to another college course or transfer to a suitable alternative provider to complete their programme of study
- create a student specific and proportionate refund and compensation plan that includes a refund of tuition fees and compensation in respect of additional costs reasonably incurred by students as a result of course termination or change of course
- ensure that any student who receives a bursary and would have continued to receive the bursary had the course not been terminated receives the remainder of that bursary whether the student transfers to another College course, or to the same course at an alternative provider.

### 3: Refunds for student withdrawal (Acupuncture/ Tui Na – 2 semesters per academic year)

- Students who notify the College before the programme has started are entitled to a full refund of any tuition fees paid less a £150 administration charge (charge payable for all refunds).
- Students who withdraw before the end of the first semester in any academic year are entitled to a refund of 50% of the tuition fee providing the fees have been paid for the whole of the academic year. There is no entitlement to a refund for the first semester.

Students remain liable for the cost of the first semester if full payment has not been made.

- Students who withdraw after the first semester has ended in any academic year are not entitled to a refund. Students remain liable for the cost of the first semester if full payment has not been made, and the second semester at the discretion of the College.
- Students withdrawing from a short course of one term or less are entitled to a full refund providing they provide a minimum of 72 hours written notice before the start of the course.
- There is no entitlement to a refund resulting from absence because of changes in work commitments, personal or financial circumstances, or any other reason for not being able to attend the course. In such circumstances, any outstanding fees will remain payable.
- Any debt or charges owing to the College will be subtracted from any refund of fees.
- All refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee. Where payment of tuition fees is split between more than one payer, any refund due will be made in proportion to the original split. The College will not refund in cash under any circumstances.

#### **4: Refunds for student withdrawal (HNC/ HND/ DET students funded by the SLC – 3 terms per academic year)**

- The Managing Director or Director of Student Records must be notified (email or letter) by the student loan officer when a student states in writing they want to withdraw
- Where tuition fees are wholly or partially paid by the Student Loans Company (SLC), the amount to be refunded is based on the tuition fee liability formulae used by the SLC. Any fees received from the SLC will be adjusted with the SLC through the SLC's payment recovery procedure. Refunds are not made directly to the student or to any other party.

#### **5: Refunds for student withdrawal (HNC/ HND/ DET students who are self-funding – 3 terms per academic year, and short course students)**

- Students who notify the College before the programme has started are entitled to a full refund of any tuition fees paid less a £150 administration charge (charge payable for all refunds).
- Students who withdraw before the end of the first term in any academic year are entitled to a refund of 66% of the tuition fee providing the fees have been paid for the whole of the academic year. There is no entitlement to a refund for the first term. Students remain liable for the cost of the first term if full payment has not been made.
- Students who withdraw after the first term has ended and before the second term has ended are entitled to a refund of 33% of the tuition fee providing the fees have been paid for the whole of the academic year. Students who have only paid up to and

including the second term are not entitled to a refund. Students remain liable for the cost of the first term and second term if full payment has not been made.

- Students who withdraw after the second term has ended in any academic year are not entitled a refund. Students remain liable for the cost of the first term and second term if full payment has not been made, and the third term at the discretion of the College.
- Students withdrawing from a short course of one term or less are entitled to a full refund providing they provide a minimum of 72 hours written notice before the start of the course.
- There is no entitlement to a refund resulting from absence because of changes in work commitments, personal or financial circumstances, or any other reason for not being able to attend the course. In such circumstances, any outstanding fees will remain payable.
- Any debt or charges owing to the College will be subtracted from any refund of fees.
- All refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee. Where payment of tuition fees is split between more than one payer, any refund due will be made in proportion to the original split. The College will not refund in cash under any circumstances.

### 6: In addition

The College will not:

- seek to levy disproportionate charges in compensation or requiring the student to pay for services which have not been supplied, if the student decides not to conclude or perform the contract with the college
- unilaterally decide the characteristics of the subject matter of its contract with the student after the student is bound by the contract
- attempt to give itself the discretion to set the price after the student is bound by the contract, where no price or method of determining the price is agreed when the student is bound.

The College recognises that some supposed contractual terms are never binding on the student, such as terms that have the effect of restricting the College's liability if services are not provided with reasonable care and skill; or a term in that seeks to exclude or restrict a liability for death or personal injury resulting from college negligence; or terms that allow the College to impose academic sanctions against students in a blanket and disproportionate fashion for non-payment of non-tuition fee debts.

The College recognises that any partial or full refunds due to students must be provided without undue delay, and in any case within 14 days from agreement that a refund is due.

### 7: Compensation

Once a compensation plan has been agreed with a student as identified above, compensation may be made for:

- lost time
- additional tuition costs
- travel costs as a result of relocation.

Payments will only be made to the bank and account holder that originally suffered the loss and for which compensation is due. The College will not pay compensation in cash under any circumstances.

### 8: General

This Refund and Compensation Policy is linked to the College's Student Protection Plan. Any queries regarding the application of this policy should be addressed to the Managing Director: [triaz@citycollege.ac.uk](mailto:triaz@citycollege.ac.uk)