

## Refund and Compensation Policy

### **1. Introduction**

- 1.1 As a registered provider of higher education, the University of Worcester has published a Student Protection Plan which sets out how continuation and quality of study will be preserved for current and potential students if there is disruption to, or withdrawal of, their programme of study. The Student Protection Plan draws on the University's experience and is designed to provide reassurance to current and future students that the University has appropriate arrangements in place to protect continuation of study. It outlines the types of risks that might apply and explains the approach the University would take if these risks were to materialise.
- 1.2 In addition to the Student Protection Plan, the University is required to adopt a Refund and Compensation Policy setting out the circumstances in which the University will refund tuition fees and other relevant costs to students and provide compensation where necessary if the University is no longer able to preserve continuation of study for one or more students. The Student Protection Plan identifies such circumstances as being of low risk. However, should such circumstances arise, this policy sets out how affected students may, following completion of the complaints procedure, claim a refund of fees and/or appropriate financial or other compensation.
- 1.3 The University considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at the University. It is however important to explain how the University will refund or compensate students if the University is unable to preserve that continuity of study.

### **2. Terminology**

- 2.1 In this Policy a reference to a "Refund" means the repayment of sums paid by a student to the University 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.
- 2.3 In this Policy a reference to "Compensation" means an action taken in recompense for a demonstrable material failing on the part of the University in the complete provision of an advertised programme of study. It may take the form of a remedy without a financial element such as an apology or a good will gesture but could exceptionally also take the form of a discount, a financial payment, or some other form of benefit.
- 2.4 In this Policy a reference to the University no longer being able to preserve continuation of study means that the University has terminated or intends to terminate either:
- a University programme of study on which an individual has been offered and accepted a place before that individual can register as a student; or
  - a University programme of study on which a student is registered before that student has completed that programme. It does not include changes to or termination of programmes

where all registered students who would normally have been expected to complete at the date of termination have done so.

- 2.5 The University recognises two sets of circumstances, planned mid-programme termination and unexpected programme termination.
- 2.6 This Policy will not normally apply to individuals who have:
- a) completed the studies for which they registered as a student with the University;
  - b) been required to withdraw by the Board of Examiners; or
  - c) temporarily withdrawn from the programme of study which has subsequently been terminated
  - d) been informed of the termination of a course after they have received an offer but before they have accepted that offer.

### **3. Planned Mid-Programme Termination**

- 3.1 A planned mid-programme termination occurs when the University can no longer preserve continuity but is able to plan and align the termination with the end of an academic year.
- 3.2 If such circumstances arise, the University will, when preparing its plan for dealing with the termination, consult the students registered on the programme and, as a minimum, will:
- a) ensure all students on the programme receive the University award that recognises the stage they have reached;
  - b) offer those students advice and support to help them decide whether or not to transfer to a different programme at the University or seek transfer to a suitable alternative provider to complete the programme which is to be terminated;
  - c) offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
  - d) put in place, in consultation with the Students' Union, a compensation plan relevant to the circumstances of the particular termination that includes provision for compensation in respect of additional costs reasonably incurred by students as a result of any relocation; and
  - e) ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the programme not terminated receives the remainder of that bursary or funding whether they transfer to a different programme at the University or to the same programme at an alternative provider.
- 3.3 The University will also ensure that its plan for dealing with the termination includes appropriate provision for communicating with and compensating individuals who have been offered and have accepted a place on the programme, to include as a minimum an offer of advice and support to help them decide whether or not to apply for a different programme at the University or seek a suitable alternative.

### **4. Unexpected Programme Termination**

- 4.1 An unexpected programme termination occurs when
- a) a risk to continuation of study arises unexpectedly and the University has no alternative but to terminate during the programme of study of an academic year; or
  - b) the University has failed to recruit sufficiently to a programme and closes to new recruits to the detriment of individuals who have already been offered and accepted places on that programme.

- 4.2 If such circumstances arise, the University will follow the guidance published in the “Procedures for Course Closure, Suspension and Substantial Change” and treat communication and consultation with the students registered on the programme as a priority. As a minimum, the University will:
- a) ensure all students on the programme receive the University award (for example, certificate or diploma) that recognises the stage they have reached;
  - b) offer those students advice and support to help them decide whether or not to transfer to a different programme at the University or seek transfer to a suitable alternative provider to complete the programme which is to be terminated;
  - c) offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
  - d) put in place, in consultation with the Students’ Union, a refund and compensation plan relevant to the circumstances of the particular termination that includes provision for a refund of tuition fees and compensation in respect of additional costs reasonably incurred by students as a result of the termination, any change of programme and any relocation; and
  - e) ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the programme not terminated receives the remainder of that bursary or funding whether they transfer to a different programme at the University or to the same programme at an alternative provider.
- 4.3 The University will also ensure that it communicates with and compensates individuals who have been offered and who have accepted a place on the programme, to include as a minimum an offer of advice and support to help them decide whether or not to apply for a different programme at the University or seek a suitable alternative.

## **5. Compensation**

- 5.1 The compensation plan referred to in paragraph 10 and the refund and compensation plan referred to in paragraph 13 will include appropriate provision for:
- a) reasonable maintenance costs;
  - b) reasonable additional tuition costs;
  - c) reasonable travel costs as a result of relocation of provision.

Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.

## **6. Payments**

- 6.1 Refunds will normally only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee, including sponsors, and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

## **7. External Review**

- 7.1 If a student remains dissatisfied with the outcome of a claim for compensation under this Policy, the student may be able to apply for a review of the claim by the Office of the Independent Adjudicator for Higher Education (OIA). This is an independent review scheme external to and independent of the Student Complaints Procedure. The OIA will normally only review issues that have been dealt with through the University's internal procedures. The Student Advice Centre in the Students' Union can advise on this.

## **8. Process- Individual claim**

- 8.1 Before seeking redress under the terms of this Refunds and Compensation Policy, complainants should direct their complaint to the University in accordance with the Complaints procedure as described in the [Admissions Policy](#). Students affected should direct their complaint to the University in accordance with the terms of the [Student Complaints Procedures](#).
- 8.2 Upon completion of the procedure outlined in the Student Complaints Procedures an affected individual or student may then seek to use the provisions of this procedure to seek redress if they remain dissatisfied with the outcome. Queries about the application of this procedure should be addressed to [complaintsandappeals@worc.ac.uk](mailto:complaintsandappeals@worc.ac.uk) in the first instance. Claims submitted under the terms of this Policy should:
- a) make it clear that the Students Complaints Procedures have been exhausted;
  - b) set out the impact of the changes to their course and what steps have been taken to mitigate this.
- 8.3 Upon receipt of a claim under this Policy the University will consider the detail of the claim against the factors set out below. A response will be provided within 14 days.
- a) Whether the University had failed to deliver any specific undertakings that had been given to the students for the way in which the programme of study is delivered;
  - b) Whether there had been a failure by the University to deliver against material information agreed with the students at the point of acceptance of the offer;
  - c) Whether a period of prolonged disruption, such as prolonged industrial action, has jeopardised the ability of the University to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme of study;
  - d) Whether there has there been a demonstrable loss, for example a monetary loss, to the student;
  - e) Whether the student has been able to achieve the learning outcomes for their programme of study and qualification;
  - f) Whether the University followed its own processes in delivering the programme of study;
  - g) Whether the student has been affected in relation to final degree award, accreditation award or ability to take up a job offer;
  - h) Whether the student has met their own responsibility to minimise losses;
  - i) Whether the student took up any reasonable adjustments that were implemented for students to mitigate against the loss and if so consideration of whether a student was still disadvantaged despite alternative arrangements; and

- j) Whether if a complaint is made due to disruption to a student’s learning experience which is beyond the student’s control, for example, significant disruption to the course due to prolonged industrial action, the University communicated with students throughout the process and took reasonable steps to minimise the effects of the disruption on the student.

8.4 If a student uses the individual claim process and is satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.

**9. Process- Group Claim**

9.1 Where a problem has potentially affected a large number of students, such as prolonged industrial action, a separate streamlined process for dealing with groups of complaints efficiently and consistently may be used. This will be consistent with the existing complaints procedure and should this situation arise the University will consult with the Students’ Union, make the process clear to students and ensure that this is fair and proportionate. In the event that a student would prefer to use the established complaints procedure, they will not be prevented from doing so. The University could decide that an issue arising from an individual complaint affects more than just that individual and may choose to treat it as a group claim and process it accordingly.

9.2 The University will consider the factors set out in paragraph 20 above in assessing any group claim.

9.3 If a student’s complaint is dealt with through this group process rather than the established complaints procedure and a student is dissatisfied with the outcome, at this stage they will be offered the option of receiving a Completion of Procedures letter so that they can refer their complaint to the Office of the Independent Adjudicator for Higher Education (OIA).

9.4 If students use the group process and are satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.

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**Revision History**

<b>Committee</b>	<b>Date</b>	<b>Change</b>
VCEB v1.0	20 February 2019	New Policy Approved