

**Name of Policy**

**HIGHER EDUCATION REFUND AND COMPENSATION POLICY**

**Purposes**

To outline the College policy for refunds and compensation payments in the event of course cancellations and / or student withdrawals from Higher Education programmes

**Author / Job Title**

Head of Finance

**Equality Assessment By Whom**

Head of Finance/Head of HE

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3

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**Approved by**

SMT

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Corporation

6<sup>th</sup> July 2021

**Related policies or procedures or parent policy if applicable**

- HE Student Protection Plan and Terms and Conditions
- Higher Education Fee Payment Policy
- Complaints Policy
- Admissions Policy
- Financial Regulations

**Groups/bodies consulted in the development of the policy**

**To be published on College website**

Yes

**To be published on Student Hub**

Yes

## HIGHER EDUCATION REFUND AND COMPENSATION POLICY

### Policy Statement

Macclesfield College, through its Strategic Vision Plan is committed to preserving continuity of study for all students registered on a course of study, and acknowledges its responsibilities and duties in law.

This policy aims to provide information on how refunds and compensation arrangements will be made in the event of non-continuation of any Higher Education programmes.

This Policy should be read in conjunction with the Student Protection Plan, terms and conditions and the Higher Education Fee Payment Policy.

### Scope

The Higher Education Refund and Compensation Policy outlines the arrangements for refunds, compensation and non-financial remedies that may apply to students or their employers / sponsors on higher education programmes.

The policy also identifies the circumstances when the College may consider the payment of compensation to students or their employers / sponsors. The policy is intended to provide a framework to support affected students in understanding when an entitlement to a refund, compensation or alternative remedy may be expected.

This Policy sets out how the College will process refunds and compensation, and applies to all Higher Education students registered with the College, and their employers / sponsors where fees have been paid on behalf of the student.

The Policy shall apply to all College students, irrespective of the funding arrangements for their higher education programme, including where:

- Students are in receipt of a tuition fee loan from the Student Loans Company
- Student pay their own tuition fees
- Students whose tuition fees are paid by an employer or sponsor.

The Policy scope incorporates legislation and guidance applicable to the College's obligations, duties and responsibilities in the unlikely event that the College is unable to preserve continuity of study for a student, and includes:

- Consumer Rights Act 2015 (CRA)
- Higher Education and Research Act 2017
- Competition and Markets Authority (CMA) Guidance
- Office for Students (OfS) Regulatory Framework
- Office for the Independent Adjudicator
- The UK Quality Code for Higher Education

## Refunds

A refund relates to the repayment of sums paid by a student to the College or an appropriate reduction in the amount of sums owed in future by the student to the College. This could include tuition fees, other course costs, or accommodation costs.

The College shall refund all fees in full should a course be cancelled owing to insufficient numbers, or where the College is unable to preserve the continuation of study or if the attendance of the student is not possible as a result of action taken by the College.

The College shall also refund all fees in full should a student enrol in advance and subsequently withdraw from a course either prior to the course commencing, or on or before the last day of the calendar month in which the course commenced. Any refund entitlement beyond this date would be subject to the financial liabilities outlined in Section 10 below, and is subject to the conditions within the Higher Education Fee Payment Policy.

Invoices raised in respect of fees owed shall be credited, and any fees paid shall be reimbursed to the appropriate student, sponsor or employer within 14 days of receipt of the Request for Refund by the Finance Department.

**Tuition Fee Loan** – the College shall arrange for the Student Loans Company to claw back any payments made directly to the College using a Change of Circumstances instruction.

**Student** – where a student has made payment directly to the College themselves, a full refund will be made to the student within 14 days of the date that the approved Request for Refund is received within the Finance Department. The method of refund payment shall be consistent with the original method of fee payment in line with Section 10.

**Sponsor / Employer** – where fees have been paid by an employer or sponsor in respect of a student, the refund shall be made directly to the employer / sponsor. A credit note shall be raised against the customer account and the method of refund payment shall be consistent with the original method of fee payment in line with Section 10.

Refunds will not be offered where course closure is temporary or due to circumstances beyond the College's control including but not limited to fire, flood, or other force majeure, adverse weather conditions, failure of public utilities or transport / network, 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.

Where a student withdraws early and is entitled to a refund of tuition fees, the college may deduct the cost of any other outstanding debt from the refund, except in the case where a student's fees are paid through a tuition fee loan.

In the event of a course closure, refunds will not be paid to those students who have:

- Voluntarily left the course.
- Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor.

The full Student Refund Process: Higher Education is illustrated within the flowchart contained in Appendix 2.

## Compensation

Compensation will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the College (such as travel costs) or (b) an amount to recompense for material disadvantage to the student arising from a failure by the College to discharge its duties appropriately.

In the unlikely event that it is not possible to preserve continuation of study necessitating a transfer to an alternative course, the arrangements below will apply.

## Course Cancellation

The College reserves the right to cancel any course with prior notice should there be an insufficient number of students enrolled on the course, or for any other operational reason determined by the College.

A course may also be cancelled in the unlikely event of the College being unable to preserve the continuation of study. In the event of a course cancellation, the College shall make every attempt where possible, to provide alternative arrangements for students already enrolled on the course. This may extend to the offer of alternate days, times or venue or acceptance to an alternate course provision. Full details of the risks, and mitigation against this risk is detailed in the College's Student Protection Plan.

In the unlikely event that the College is unable to 'teach out' students on a programme that is being discontinued, the College will make attempts to provide transfer opportunities to an alternative course in the first instance, or to a suitable programme at another UK College.

Should alternative arrangements not be suitable to the student, a full refund of tuition fees will be refunded to the affected students.

The College will consider claims for compensatory payments to cover expenses incurred as a result of the amended provision and / or location, where these can be clearly evidenced and documented through receipts and other evidence indicating a financial obligation. Examples where this may be applicable may extend to costs incurred, including (but not limited to):

- Tuition fee costs
- Reasonable additional travel costs owing to relocation
- Maintenance costs
- Lost time
- Other College-related costs

The College will not refund or pay compensation for hypothetical or speculative financial loss. All claims should accompany relevant documentary evidence.

All claims should initially be submitted through the College Complaints procedure and addressed to the Assistant Principal for Quality within 28 days of notification from the College. A response to claims received will be provided within 14 days.

The College will incorporate provisions within its annual budget for the potential payment of tuition fees and other refund and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies) will be designated for those students where an increased risk of non-continuation of study has been identified.

## Non-Financial Remedies

Financial compensation will not always be an appropriate response. Alternatives to financial compensation might include an apology or goodwill gesture, or an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended.

In the first instance, where there is a problem with the course content or delivery, initial concerns should be raised with the Head of Higher Education.

Where there continues to be concerns in respect of the course, the College's formal Complaints Policy should be followed, where the Assistant Principal for Quality will assess the nature of the complaint and likely outcome.

## Complaints

Should a student believe that the College is not fulfilling its obligations in respect of higher education programme delivery, or that a substandard service is being received, a formal complaint may be made where informal dialogue has proved unsuccessful.

All complaints are subject to the College's Complaints Procedure and should be directed to the Assistant Principal for Quality ([info@macclesfield.ac.uk](mailto:info@macclesfield.ac.uk)), who will record and investigate the nature of the complaint.

At the conclusion of the investigation, a report shall be presented to the Vice Principal: Finance and Resources, who will determine the most appropriate form of redress. This may result in a requirement for the College to repeat performance, or to perform to a specific or required standard.

An alternative outcome may be in the form of a full or partial refund, including a reduction in fees and financial recompense where this can be clearly evidenced, or some other form of non-financial remedy.

The Assistant Principal for Quality will communicate the outcome to the complainant, and arrange to prepare a Request for Refund Form to confirm the complaint decision. Copies of the request shall be passed to the Director of MIS and to the Head of Finance.

Should a refund be due, this will be prepared by the Finance Department and paid within 14 days of receiving the approved request. The Head of Finance shall arrange for the affected party to be notified of the refund payment.

Should a refund be declined, the Assistant Principal for Quality will advise the student of the outcome, and further advise that an appeal may be submitted to the Vice Principal of Curriculum and Quality within 5 working days if dissatisfied with the decision.

In the event that the internal Complaints and Appeals processes do not achieve a satisfactory outcome, the Office for the Independent Adjudicator (OIA) may be approached for an independent, impartial review.

Individual claims for redress and / or recompense through the Higher Education Refund and Compensation Policy will only be considered following the successful conclusion of the Complaints Procedure. All subsequent claims should clearly make reference to the complaint outcome, impact of the change in course provision and steps taken to mitigate any loss.

## Withdrawals

Should a student choose to withdraw from a higher education course for any other reason, and where the College is meeting its contractual obligations, the amounts of any potential refund shall be subject to guidance contained within the **Higher Education Fee Payment Policy**, and a tiered system of financial liability based on the timing of the withdrawal within the tables below.

### September starts

Withdrawal Date	% of Fees Liability
On or before 30 <sup>th</sup> September	0%
Between 1 <sup>st</sup> October and 31 <sup>st</sup> December	50%
On or after 1 <sup>st</sup> January	100%

### January starts

Withdrawal Date	% of Fees Liability
On or before 31 <sup>st</sup> January	0%
Between 1 <sup>st</sup> February and 30 <sup>th</sup> April	50%
On or after 1 <sup>st</sup> May	100%

## Exceptional or Extenuating Circumstances

Should a request be received by the student to withdraw owing to personal circumstances once a course has commenced, a refund will be limited to the amounts outlined in the above tables within Section 7.

However, consideration may be given where exceptional or extenuating circumstances can be clearly demonstrated. Exceptional circumstances may include:

- Death of spouse / partner, parent or child;
- Serious physical or mental illness that prevents the student from continuing with his or her studies;
- Serious personal injury that prevents the student from continuing with his or her studies.

The above list is not exhaustive, and each request will require the submission of certified medical or other documentary evidence.

All requests for a refund or fee waiver in these circumstances should be submitted in writing to the Finance Department ([salesledger@macclesfield.ac.uk](mailto:salesledger@macclesfield.ac.uk)), and should contain clear, written, documented evidence to support the request.

Note. The student should consider the decision to withdraw carefully, and is advised to approach the Head of Higher Education initially to determine what options are available to them, and the likely financial consequences resulting from their withdrawal.

## Debt Recovery

The student shall remain liable for all fees due unless a refund or fee waiver is approved, and irrespective of loan application status and payments received by the College to the date of withdrawal.

The College Debt Recovery Procedures shall apply where fees remain outstanding until a refund or fee waiver has been approved, or where a refund / fee waiver request is refused following withdrawal.

The College may pass student or company details to a third-party collection agency to support debt recovery action should fees owing to the College remain outstanding beyond their due date, in accordance with Article 6(1) (b) of the General Data Protection Regulation.

### Administration of Refunds

Refunds will be processed by the Finance Team within 14 days of the Request for Refund instruction being received, and where possible shall be made via the same payment method through which the College received the funds in the first instance.

Payment Method	Payment Details
BACS	All payments of refunds shall be made by BACS where bank details are available.
Card / Online	Payments originally made by card payment shall be refunded to the same card where possible.
Cheque	Cheque payments shall be made where refund by BACS or card is not possible.
Cash	No refunds shall be made in cash. Any payment of fees by this method shall be refunded by BACS where bank details are available; else payment shall be made by cheque.
Student Loan Payment	Any amounts due will be returned to the Student Loan Company

### Data Protection

The College will comply with the Data Protection Act 1998 and General Data Protection Regulation (GDPR) by ensuring that personal data collected in relation to this policy is:

- Collected and processed lawfully, fairly and transparently for only specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Further processing for archiving purposes in the public interest, research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- Adequate, updated and relevant and not excessive for the purposes it was collected.
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures. This includes not being transferred to a country outside the European Economic Area, unless that country has equivalent levels of protection for personal data.
- Kept in a form, which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed. Personal data may be stored for longer periods solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation

of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals.

The College Data Protection Policy is available through the College website (<https://macclesfield.ac.uk/awards-policies-and-values/student-and-college-policies/>) or on request, and is managed by the College Data Protection Officer

Subject Access Requests and enquiries in respect of data protection, handling and use of data by the College should be directed to the College Data Protection Officer ([dpo@macclesfield.ac.uk](mailto:dpo@macclesfield.ac.uk)).





## Appendix 1 – Student Refund Process: Higher Education

### Student Refund Process: Higher Education

