

# Policy

## Refund and Compensation Policy

Provider Name: **Buckinghamshire New University**  
UKPRN: **10000975**  
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## Background

- 1 Buckinghamshire New University (Bucks) has an established record of providing higher education to students and ensuring that it meets its responsibilities to them; this is reflected in the range of policies and processes already in place to protect the student experience.
- 2 Bucks is committed to providing the best academic experience for its students and will use its best endeavours to keep changes to the arrangements outlined in the pre-registration and post-registration contract with a student to a minimum. Where there is a need to make changes to its courses and arrangements the reasons and mitigations are part of Bucks' *Terms and Conditions of Admission* which every student is required to read and accept at the start of their studies and at the start of each academic year.
- 3 Bucks prioritises the delivery of programmes to students as set out on the approved Programme Specification and will endeavour to ensure all students are able to continue and complete their studies with the University. We consider the payment of tuition fee refunds or other financial redress to be undertaken in exceptional circumstances only.
- 4 The University's *Refund and Compensation Policy* supports the *Student Protection Plan (SPP)*. It sets 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.
- 5 The *Refund and Compensation Policy* has been developed in accordance with requirements for initial and ongoing registration with the Office for Students (OfS); it also takes account of the:
  - Consumer Rights Act 2015 (CRA)
  - Higher Education and Research Act 2017 (HERA)
  - Office of Independent Adjudicator (OIA) and Quality Assurance Agency (QAA) guidance
  - Compensation and Refund Policies – Developing Good Practice, UUK, (April 2018)

## Scope

- 6 The *Refund and Compensation Policy* covers all students currently enrolled on or applying to a programme of study leading to an award of Buckinghamshire New University whether they are studying directly with the University or indirectly through one of the University's partners in the UK or overseas.
- 7 The policy covers refund or compensation claims directly related to the academic delivery of the student's award. It does not relate to refund or compensation that may arise in relation to other University's services, e.g. accommodation.

- 8 This Policy will not normally apply to:
- students who have withdrawn from their contract with the University or are required to withdraw through reasons outlined in Section 17 of the *Terms and Conditions of Admissions 2018/19* and as updated annually.
  - individuals who have completed the studies for which they registered as a student with the University.

## Responsibilities

- 9 The *Refund and Compensation Policy* is owned by the Senior Management Team (SMT) of the University.
- 10 Day to day operational management and administration of the policy is devolved to the Finance Directorate in conjunction with the Academic Registry.

## Guiding principles

- 11 The following principles have underpinned development of the Policy:
- Fair
  - Consistent
  - Clear and accessible

## Reasons for implementing

- 12 Changes to University provision can be planned or unplanned. As such changes which result in student protection matters may be managed and concerns addressed differently by the University:
- **Planned changes** to University provision will include an impact analysis which will consider upfront any provision the University may need to make in relation to refunds or compensation to student(s).
  - **Unplanned changes** to University provision may require the University to investigate claims, through the Student Complaints Procedure, for refunds or compensation to student(s) impacted.

## Refund or Compensation Claims

- 13 There may be occasions when the University, in implementing its Student Protection Plan, identifies that there is need to make recompense to an individual student/applicant or group of student/applicants as a result of action that the University has initiated. Where these **planned changes** occur the University will initiate action and undertake an Impact Assessment and consult with the student(s) involved before making a recommendation to SMT regarding the refund of tuition fees, directly evidenced expenses or compensation.

- 14 In the case of **unplanned changes** the University will make every effort to avoid changes and/or mitigate the impact of changes to the student(s) including finding alternatives. There may be circumstances when the student(s) seeks financial redress. Where this is the case the student(s) will normally be directed to the *Student Complaints Procedure* in the first instance. Should the outcome of the complaint investigation conclude that the complaint be upheld appropriate redress will be offered. Redress could include financial (refund of tuition fees and/or evidenced direct expenses, financial compensation or other redress e.g. apology or offer to repeat study).
- 15 Any consideration by the University in relation to point 13-14 above will be informed by any evidence the student(s) provides of direct costs incurred or foreseeable losses suffered as a result of the complaint being upheld, for example housing or travel costs. Otherwise, the University's liability to a student with respect to the provision of their course, the cancellation, postponement, or amendment of the course, any negligence, any breach of the University terms and conditions, or arising in any other way out of the subject matter of those terms and conditions, is limited to 3 times the total amount of tuition fees paid by the student as outlined in Section 14 of the University's *Terms and Conditions of Admission 2018/19*.

## Redress

- 16 The Policy covers claims for **refunds** in relation to:
- Tuition fee loans from the Student Loans Company
  - Tuition fees paid directly by the student
  - Tuition fees paid by a sponsor (e.g. employer)
  - Additional travel costs for student(s) should they be financially adversely affected by a change in the location of their course
- 17 The Policy covers claims for **compensation** in relation to:
- Maintenance costs and lost time where it is not possible to preserve continuation of study
  - Tuition and maintenance costs where students have to transfer courses or provider.
- 18 In addition Bucks commits to honour the conditions of any Bucks provided student bursary that may have been agreed on admission to the original programme being studied subject to confirmation of the student's continued study on a similar programme.
- 19 Redress will be appropriate to the circumstances of the case and may or may not include a refund or financial compensation.
- 20 All claims for refund and/or compensation will be dealt with on a case by case basis. This will normally be through the University's Student Complaints Procedure.
- 21 Where refund and/or compensation is recommended this must:
- be evidenced by the claimant
  - presented to SMT for authorisation to ensure consistency across claims
- 22 Where financial redress is provided to students(s) this is done so in 'full and final payment'.

- 23 Payments are administered by the Finance Directorate from the appropriate University budget account.
- 24 Payments of tuition fee refunds will normally only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee 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, has their tuition fees paid by a sponsor or is paid by an employer.

## **Governance**

- 25 All recommendations for refunds or compensation will be agreed by SMT before they are actioned to ensure consistency across the University.
- 26 Should the student(s) wish to appeal the decision they will be directed to the '*Request for Review*' process of the *Student Complaint Procedure*.
- 27 An annual report on Refunds and Compensation claims will be presented to SMT and the Council and will inform and determine whether additional funds need to be set aside.

## **University resource to fund refund and compensation payments**

- 28 Within the University's annual financial planning and budgeting process sufficient provision is made to underpin refunds and compensation where appropriate and agreed by SMT.
- 29 The University will provide the funding for the SPP from its own cash resources for all non-catastrophic events and scenarios. By definition those low risk yet high impact scenarios are events that are outside the scope of the University's resources and the University will use whatever resources it has available at the time and within its control to both mitigate the impact and provide funding to support the SPP should such an unlikely event occur. The funding of the SPP will be the subject of an annual review and together with a financial assessment in conjunction with the University's Council, this will inform and determine if a specific fund is set aside to fund the SPP. This is not envisaged to be necessary at this time.
- 30 The University is also exploring the provision of a financial guarantee to the Office for Students to provide further assurance around its ability to refund fees and compensate students. This will provide further protection to the student and the University against those low risk yet high impact scenarios that fall outside the scope of the University's standard resources. The guarantee will be callable by the OfS in the event that the OfS is not satisfied with the implementation of the SPP and requires further resources to compensate or refund students as a result of a failure of the University.

## **Communication**

31 This Policy will be published in full on the policies section of our website where it can be accessed internally and externally by current students and applicants as well as by all staff of the University and other stakeholders.

## **Consultation over development**

32 Development of this Policy has been undertaken in consultation with representatives of the following bodies across the University:

- Senior Management Team (SMT)
- Finance Directorate
- Academic Registry
- Marketing and Student Recruitment
- Representatives from teaching areas
- Students' Union

## **Updating of this Policy**

33 This Policy will be reviewed and – where necessary – updated annually by the Senior Management Team. This will subsequently be reported to the University's Council for information together with an overview of the operation of the Policy

34 Updates will ensure that the Policy remains relevant to the changing needs of the University and will incorporate feedback from stakeholders.

## Definitions

The following are definitions used within or in connection with this or a supporting policy:

**Compensation:** an arbitrary award made by the University specific to the circumstances in recognition of an undesirable state in which it places a student or group of students but without legal prejudice.

**Contract:** the contract formed between the student and the University on the terms of the contract information (whether the pre-registration contract or the post registration/enrolment contract).

**Course:** a programme of study or research at the University leading to an award.

**Course Description:** the important information about the content of the course and details of how and where it will be delivered as set out in the University's prospectus and website. For example, the course description will include the course title, modules, the award to be received on completion, whether the course is accredited, length of course and costs, including tuition fees and any additional costs.

**Enrolment:** the process by which a prospective student or student formally registers their participation or continued participation (re-enrolment) in a course at the University, accepts the liability to pay tuition fees, agrees to abide by the regulations, policies and procedures and provides information required by the University. Completion of the enrolment process is required for the University to grant access to the course and related services.

**Offer Letter:** the written communication from the University confirming the offer of a place on a course and detailing any conditions attached to the offer.

**Partners:** an institution or organisation (including exchange partners) with which the University has an agreement in relation to the provision of courses and/or the conferment of awards.

**Pre-Enrolment:** the period of time before a prospective student becomes a student.

**Prospectus:** means a collection of current University information (including on-line and printed versions) giving details of courses for the specified academic year amongst other things.

**Prospective Student:** a person who has accepted a place at the University for a course or other programme of study conditionally or unconditionally, and who has not yet enrolled for their first academic year at the University. This is distinct to a 'prospective applicant'.

**Prospective Applicant:** is someone considering applying to the University, for example a visitor to a University open day or HE fayre.

**Refund:** means the agreed refund of directly evidenced financial loss of a student backed up by appropriate documentation establishing the loss, such as a receipt for a cost incurred under the circumstances for which a refund would be considered by the University.

**Registration:** the process prior to arrival at the University to confirm your intention to study, provide, confirm or amend your personal details.

**Regulations, Policies and Procedures:** those University regulations, policies and procedures (as amended from time to time) and all associated policies. All regulations, policies and procedures are available on the website. Hard copies are available on request from the Academic Registry.

**Semester:** means the periods into which the academic year is divided for the majority of the University's courses.

**Services:** such educational services and facilities which are provided by the University for students (including but not limited to the provision of library and IT services, provision of student support and guidance, and use of cafeterias, sports facilities, studios and workshops).

**Student(s):** those individuals who are pursuing a course as an enrolled student of Buckinghamshire New University.

**Terms and Conditions:** the provisions contained in the *Terms and Conditions of Admission* document and the associated references in this policy as may be amended from time to time in accordance with those provisions.

**Tuition Fees:** the fees charged by the University for the provision of courses to students as set out in the Student Tuition Fees Regulations and the website.

**Tuition Fees Information:** the information about the tuition fees for your course and the related payment arrangements all as set out in the Student Tuition Fees Regulations. Tuition fees will be confirmed to applicants within their offer letter.

**University:** Buckinghamshire New University but not its partners.

**Website:** the University's website at [www.bucks.ac.uk](http://www.bucks.ac.uk) or any replacement or substitute URL.