



## STUDENT REFUNDS AND COMPENSATION POLICY

### 1. Purpose

1.1 This Policy sets out the terms under which the University will make refunds and provide compensation to and on behalf of students.

### 2. Scope

2.1 The Policy covers refunds concerning tuition fees; accommodation fees; other relevant costs; and miscellaneous payments.

2.2 The Policy covers compensation concerning events

- whereby the University can no longer preserve the continuation of study for students, either on a permanent or temporary basis; and
- where a student has raised a grievance or complaint with the University

2.3 Any variation to this Policy must be agreed upon by the Director of Finance or the Assistant University Secretary.

### 3. Refunds relating to tuition fees

3.1 Tuition fees are due annually at the start of a student's course each academic year. Payment of tuition fees is a student's responsibility regardless of how they are funding their fees (e.g. by taking out a student tuition fee loan, self-funding or being sponsored by an employer or other sponsor).

3.2 The amount of tuition fee liability incurred by a student may change during the academic year. Should a student interrupt or withdraw from the course during the academic year, the tuition fee liability depends on the date of the interruption or withdrawal.

3.3 Details about tuition fee payment arrangements and students' tuition fee liability is in the documents 'Your Fees Your Responsibilities: Home (UK) Students' or 'Your Fees Your Responsibilities: Overseas Students' in the Fees and Funding section of the University website. The current version of the document is available through the [Terms and Conditions webpages](#) for students.

3.4 Refunds will be made to students concerning tuition fees where they make payments for their tuition fees that exceed their tuition fee liability. It might be due to a student interrupting or withdrawing during the academic year.

- 3.5 Refunds will also be made to students concerning tuition fees if an error occurs in the invoicing arrangements and the student is invoiced and pays more than the tuition fee due for their programme of study. A refund will be made based on the difference between the amount paid and the amount owing in this event.

**3.6 Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, refunds are made to the original payer and follow the method by which the University received the money. If the original payment was made using a credit card that has subsequently expired, bank details would be required for the individual or sponsor who made the original payment so that a refund can be made to a bank account in their name.**

### **3.7 Students in receipt of a tuition fee loan from the Student Loans Company**

- 3.7.1 Tuition fees for Home/EU students who receive a tuition fee loan from the Student Loans Company (SLC) are paid directly to the University by the SLC. Payments are usually received in three instalments during the academic year in the proportions 25% / 25% /50%.
- 3.7.2 If a student should interrupt or withdraw from their study during the academic year, the student's tuition fee loan will be adjusted, where necessary, to reflect the tuition fee liability due. The University will raise a 'change of circumstance' with the SLC if an adjustment is required to reflect the correct tuition fee amount in the loan.
- 3.7.3 The SLC will reclaim any overpayment of the tuition fee loan due from the University. Refunds will not be made to the individual student.

### **3.8 Students who pay for their own tuition fees (self-funded students)**

- 3.8.1 Students who self-fund their tuition fees can pay in full at the start of each academic year or in agreed instalments during the academic year. The agreed instalments vary depending on whether a student has a Home or Overseas fee status. Further details can be found in the relevant 'Your Fees Your Responsibilities' documents.
- 3.8.2 If a student should interrupt or withdraw from their study during the academic year, the student's tuition fee invoice will be adjusted, if necessary, to reflect the tuition fee liability due. If the student has paid more than their tuition fee liability, the University will refund the overpayment amount.

### **3.9 Students whose tuition fees are paid by a sponsor (i.e. an employer or other sponsor, family members are not regarded as sponsors)**

- 3.9.1 Sponsors paying for a student's tuition fees should pay in full at the start of each academic year or can arrange to pay in agreed instalments during the academic year.

- 3.9.2 If a student should interrupt or withdraw from their study during the academic year, the sponsor's tuition fee invoice will be adjusted, if necessary, to reflect the tuition fee liability due. If the sponsor has paid more than the student's tuition fee liability, the University will refund the overpayment amount.
- 3.9.3 Refunds will be made to the sponsor. If the original payment were made using a credit card that has subsequently expired, bank details would be requested for the sponsor who made the original payment so that a refund can be made to a bank account in the sponsor's name.

#### **4. Refunds relating to University accommodation fees (Licence or Homestay agreements)**

- 4.1 All students living in University accommodation must pay in full or arrange to pay in agreed instalments before moving into their accommodation. The accommodation Licence Agreement sets out the terms and conditions of the Licence.
- 4.2 Students who accept a full-year licence can either make payment in full before moving into their accommodation or set up an arrangement to pay in three equal instalments. The first instalment is payable by the end of September, the second at the beginning of January and the third in April or May. Payment dates are notified to students when they accept their Accommodation Licence online.
- 4.3 Students who accept a short-term licence can either make payment in full before moving into their accommodation or set up an arrangement to pay in instalments. Options given for payment in instalments will be dependent on the booking dates.
- 4.4 The accommodation licence will set out the dates that the Licence covers and the full terms and conditions apply under the Licence. It includes conditions around when a student can leave the accommodation early, before the end of the licence agreement.
- 4.5 If a student leaves their accommodation early before the end of the licence agreement, which is approved under the Licence terms, the Accommodation Office will adjust the accommodation fees due. Where the student or someone on the student's behalf has paid more than the accommodation fee liability, the University will refund the overpayment amount.
- 4.6 Students who live with a family under a Homestay agreement can either make payment in full before moving into their accommodation or set up an arrangement to pay in instalments. Options given for payment in instalments will be dependent on the booking dates.
- 4.7 The Homestay agreement will set out the dates that the agreement covers and the terms and conditions applied under the agreement. Should the University or Homestay provider requires the student to leave the accommodation early, a refund will be made if the student has paid more than the fee due for the time the student has been in the accommodation. Should students wish to leave the accommodation early, they will need the agreement of the Accommodation Office under the terms of their agreement.

4.8 In all cases, refunds of accommodation fees will be made to the original payer and follow the method by which the University received the money. If the original payment was made using an expired credit card, bank details would be required for the individual who made the original payment so that a refund can be made to a bank account in their name.

## **5. Refunds relating to other relevant costs and miscellaneous payments.**

### **5.1 Refunds relating to additional course costs**

5.1.1 Students may be charged for items relating to their tuition or additional course costs, such as payments for Disclosure & Barring Service (DBS) checks, attendance on field trips, or additional learning materials.

5.1.2 Refunds will only be made concerning these payments if the University cannot provide the service or goods paid for or if there is an issue that results in the full service or goods not being supplied at the fault of the University.

### **5.2 Refunds relating to accommodation-related charges**

5.2.1 Students may be invoiced for additional charges relating to their University accommodation, such as a key replacement.

5.2.2 Refunds will not be made concerning additional charges unless it is subsequently determined that the charge was not due.

### **5.3 Refunds relating to miscellaneous payments**

5.3.1 Students may pay the University for other services, such as short courses, mediation services, sports classes, or conferences.

5.3.2 Refunds will only be made concerning these payments if the University cannot provide the service or goods paid for or if there is an issue that results in the full service or goods not being supplied at the fault of the University.

## **6. Compensation when the University is no longer able to preserve the continuation of study**

6.1 The University is committed to providing students with their entire course of study in line with the advertised content, location and venue, and provider (where the course is delivered in partnership with another provider). Any material change to the advertised offering will be made in line with the [Policy on Changes to Published Material Course Information](#). We will consider each case individually. There will be no blanket refusal to consider compensation.

### **6.2 Compensation in the event of a temporary closure of the University or one or more of its sites**

6.2.1 The University may need to decide to close the University or all or parts of its sites in response to an emergency event (i.e. an unforeseen event beyond the control of the University). These are examples of circumstances beyond the control of the University. These are only examples because other emergencies might arise. The examples include the following.

- The consequences of a major outbreak of disease, a natural disaster, extreme weather conditions, fire and flood, civil commotion, and acts or threats of terrorism;
- The actions and laws of any government, local authority or government body, including those outside the UK. These may relate to the imposing of travel restrictions, quarantines, immigration and border restrictions, and may also need the total or partial closure of University buildings;
- Industrial action taken by University staff or third parties;
- Where a Professional, Statutory or Regulatory Body, or other external governing body, alters or removes permission to teach and/or assess a particular course of study.

The arrangements for responding to these events are in Section 9 of the [Conditions of Student Registration](#).

6.2.2 In the case of a temporary closure of the whole University or site, the University will, where this is relevant or necessary, provide additional sessions to replace the sessions cancelled and extend submission timescales.

6.2.3 If the temporary closure results in the cancellation of a stand-alone event not part of a course, the University will endeavour to reschedule the event for an alternative date. If the event had been paid for by the attendees or their sponsors and the attendees cannot attend the rescheduled event, a full refund will be made under the terms set out in section 5 of this Policy.

### **6.3 Compensation in the event of a permanent closure of one or more of the University's sites, facilities, services, departments, programmes, or modules**

6.3.1 The University may need to decide to close one or more of its sites, facilities, services, departments, programmes, or modules permanently.

6.3.2 Any closure will occur following the [Policy on Changes to Published Material Course Information](#) and in line with the [Student Protection Plan](#). The University will make arrangements to oversee the closure, including consultation and communication with students.

6.3.3 Where possible, the aim will be to deliver the service for those affected, for instance, on a 'teach out' basis to enable the continuation of studies by existing students. It may include a transfer to another Canterbury Christ Church University site or another provider location.

6.3.3 The University will consider appropriate compensation that might be required for all students affected by the closure. It may include:

- General inconvenience caused by the closure

- Travel costs where students will be required to travel to a new venue which results in increased travel costs
- Accommodation costs where students incur an increase in their accommodation costs as a direct result of the change in location of the course delivery
- Maintenance costs and tuition fees that have already been incurred where a student may decide to discontinue their study due to the closure

The University will consider the compensation offer based on the closure circumstances and the impact on students.

#### **6.4 Compensation if a University partner is no longer able to continue with the delivery of a University course**

6.4.1 If a University partner can no longer deliver a course, the University will make alternative arrangements. The purpose is to enable the teaching of existing students for the remainder of their course. It may result in the students transferring to a new venue, location, and provider.

6.4.2 The University will consider appropriate compensation that might be required for all students affected by the change, including the need to transfer to a new venue, location, and provider. It may include:

- General inconvenience caused by the change of provider/venue
- Travel costs where students will be required to travel to a new venue which results in increased travel costs
- Accommodation costs where students incur an increase in their accommodation costs as a direct result of the change in location of the course delivery
- Maintenance costs and tuition fees that have already been incurred where a student may decide to discontinue their study due to the closure

### **7. Compensation following the upholding of a complaint**

7.1 If an investigator upholds a student complaint, in whole or in part, following completion of the University's [Complaints Procedure](#), the University will identify a remedy. The purpose is to ensure the proposed remedy returns the student to the position they would have been in had the circumstances not occurred. In most instances, this will be a practical remedy.

7.2 Where appropriate, we will apologise to acknowledge what has gone wrong as identified in the complaint investigation. An apology does not mean we make an admission of liability in the legal sense. It is a means of expressing sincere regret for any adverse effects. The purpose of an apology is to acknowledge and take responsibility for what is wrong and accept responsibility for it. Where appropriate, there might be an explanation for the shortcomings and why the failure happened. It could include setting out the action taken to put this right.

7.3 The University may also consider whether offering payment for distress and inconvenience is appropriate. A financial remedy is appropriate where other

remedies are unavailable or inappropriate. Such a payment may be in addition to, or instead of, other practical or financial remedies such as those set out in Section 5. It may be, for example, where the University's delay disadvantaged the student or where the University had an opportunity to resolve a complaint but did not take it. The University may also offer compensation for disappointment where, for example, students could not complete their chosen studies. The University will seek to ensure that any proposed compensation returns students to the position they would have been in had the circumstances not occurred.

- 7.4 The University considers each case on its facts. However, the University will use as a guide the [OIA'S Approach to Remedies and Redress](#), February 2019. The OIA indicative compensation bands for distress and inconvenience awards are as follows:

Moderate	Up to £500
Substantial	Between £501 and £2,000
Severe	Between £2,001 and £5,000

- 7.5 The University will consider the factors identified by the OIA in the [OIA'S Approach to Remedies and Redress](#) when determining the level of distress and inconvenience and the amount of compensation to offer. The Appendix sets out the factors identified by the OIA in February 2019.

## **8 Payment of Bursaries**

- 8.1 Where a student is already in receipt of a bursary, the University will honour the bursary payment should the sponsoring body refuse to pay the bursary because of any action the University took relating to proving the course. Such payments will be on the same terms and subject to the same conditions as the original bursary payment.
- 8.2 The University will not honour a bursary where the sponsoring body refuses to pay a bursary to a student because the student no longer meets the terms and conditions of the bursary scheme.

Department Owner	Finance Department
Document Category	Policy
Subject	The document sets out the approach to the payment of refunds and compensation to students
Related University Policies	<p>'Your Fees Your Responsibilities: Home (UK) Students or 'Your Fees Your Responsibilities: Overseas Students' The current document version is available on the <a href="#">Finance webpage</a>.</p> <p>University <a href="#">Complaints Procedure</a></p> <p><a href="#">Policy on Changes to Published Material Course Information</a></p> <p><a href="#">Student Protection Plan</a></p> <p><a href="#">Conditions of Student Registration</a></p>
Approved by	Senior Management Team
Date Approved	24 April 2018
Date of Commencement	1 September 2018
Date of the last Review	<p>12 August 2020; undertaken by the Director of Finance on behalf of the Senior Management Team</p> <p>12 August 2021, 18 July 2022 and 13 July 2023; undertaken by the Assistant University Secretary</p>
Nature of revisions	<p>12 August 2020 – Minor amendments to wording and links in sections 3 and 4, no impact on the Policy.</p> <p>12 August 2021 – Minor amendments to wording, no impact on the Policy.</p> <p>18 July 2022 – Updating of links and titles of documents, no impact on the Policy.</p> <p>13 July 2022 – Minor updates with no impact on the Policy.</p>
Date of Commencement of Revised Version	1 August 2023
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## OIA's Approach to Remedies and Redress

### Bands for awards for distress and inconvenience

#### Moderate (Up to £500)

- The provider has done or failed to do something which has caused some distress and inconvenience in the short term (e.g. less than 6 months).
- Minor maladministration, mishandling or unreasonable handling of a complaint by the provider which has caused additional unnecessary distress and inconvenience.
- Unreasonable or avoidable substantial delays (e.g. over 6 months) which caused some distress and inconvenience.
- Moderate delays (i.e. less than 6 months) or other procedural irregularities where there is evidence to suggest the student suffered actual disadvantage.
- The provider's decision was unreasonable, there was no direct academic consequence for the student, but it caused some distress and inconvenience.

#### Substantial (Between £501 and £2,000)

- The provider has done or failed to do something which caused some distress and inconvenience in the long term (e.g. more than 6 months).
- Procedural flaws which caused inconvenience and distress but did not affect the outcome.
- Evidence of circumstances giving rise to a reasonable perception of bias during the internal procedures.
- Substantial maladministration, which disadvantaged the student.
- Substantial mishandling of a complaint which resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) and where the delay disadvantaged the student.
- The provider's decision was unreasonable, there were no direct academic consequence for the student, but it caused substantial distress and inconvenience.

#### Severe (Between £2,001 and £5,000)

- The provider has not properly considered its responsibilities under relevant equalities legislation or has not followed relevant guidance.
- The provider's decision in respect of the substantive element of the complaint was unreasonable and resulted in severe distress and inconvenience.
- Procedural flaws which, if they had not occurred, may have resulted in a different outcome.
- Cogent and contemporaneous evidence to suggest that the student suffered from ill health because of something the provider did or failed to do.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in a provider's internal process that disadvantaged the student.
- Serious interference or bias during the provider's internal consideration of a complaint or appeal.
- Serious and unexplained delays leading to injustice.
- Where the student has been seriously disadvantaged but a practical remedy is inappropriate or impossible.

The amount of compensation recommended depends on which parts of the complaint are

Justified. For example, we may recommend compensation for the distress and inconvenience for each different part of a complaint which is Justified.

#### Reference

[OIA'S Approach to Remedies and Redress](#), February 2019.