

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 in relation to tuition fees; accommodation fees; other relevant costs; and miscellaneous payments.
- 2.2 The policy covers compensation in relation to events whereby the University is no longer able to preserve continuation of study for students, either on a permanent or temporary basis; and events where a student has raised a grievance or complaint with the University.
- 2.3 Any variation to this policy must be agreed 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 are 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. If a student interrupts or withdraws from their studies during the academic year, the tuition fee liability will depend on the timing of the interruption or withdrawal.
- 3.3 Details about tuition fee payment arrangements and students' tuition fee liability can be found in the documents 'Your Fees Your Responsibilities: Home and EU 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 on the [Finance webpage](#).
- 3.4 Refunds will be made to students in relation to tuition fees where they have made payments for their tuition fees which then exceed their tuition fee liability. This might be due to a student interrupting or withdrawing during the academic year.
- 3.5 Refunds will also be made to students in relation to 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. In this event, a refund will be made based on the difference between the amount paid and the amount due.

3.6 In accordance with the Money Laundering Regulations 2007, 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 which has subsequently expired, bank details will 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 are in receipt of a tuition fee loan from the Student Loans Company (SLC) are paid directly to the University by the SLC. Payments are 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, if necessary, to reflect the tuition fee liability due. The University will raise a fee 'change of circumstance' with the SLC if an adjustment is necessary to reflect the correct tuition fee amount in the loan.

3.7.3 The SLC will reclaim any refund of 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 fee status of Home/EU or Overseas. Further details can be found in the 'Your Fees Your Responsibilities' documents referred to in section 3.3.

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 amount of the overpayment.

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 who are 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 amount of the overpayment.

- 3.9.3 Refunds will be made to the sponsor. If the original payment was made using a credit card which has subsequently expired, bank details will 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 they move into their accommodation. The accommodation Licence Agreement sets out the payment due and 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 instalment at the beginning of January and the third instalment 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 applied under the licence. This includes conditions around when a student can leave the accommodation early, before the end of the licence agreement.
- 4.5 In the event that a student does leave their accommodation early before the end of the licence agreement which is approved under the terms of the Licence, the Accommodation Office will adjust the accommodation fees due. If the student or someone on the student's behalf has paid more than the accommodation fee liability, the University will refund the amount of the overpayment.
- 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. If 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. If the student wishes to leave the accommodation early, then they will need to agree this with the Accommodation Office under the terms of their agreement.

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, for example payments for Disclosure & Barring Service (DBS) checks, car parking permits, payments for attendance on field trips or additional learning materials.
- 5.1.2 Refunds will only be made in relation to these payments if the University is unable to provide the service or goods paid for, or if there is an issue which 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 key replacement, or fines issued under the terms of their Licence Agreement.
- 5.2.2 Refunds will not be made in relation to charges or fines unless it is subsequently determined that the charge or fine was not due.

5.3 Refunds relating to miscellaneous payments

- 5.3.1 Students may make payments to the University for other services, for example short courses, mediation services, sports classes, or conferences.
- 5.3.2 Refunds will only be made in relation to these payments if the University is unable to provide the service or goods paid for, or if there is an issue which 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 continuation of study

- 6.1 The University is committed to providing students with their full 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 University's [Change Policy](#).

6.2 Compensation in the event of a temporary closure of the University or one or more of its campuses

- 6.2.1 The University may need to take the decision to close the University or all or parts of its campuses in response to a *force majeure* event (i.e. beyond the control of the University), for example severe weather (snow, flood, hurricane, typhoon, lightning); prolonged shortage of energy supplies, riots, war, or acts of state or governmental action.

- 6.2.2 In the case of a temporary closure of the whole University or campus, 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 cancellation of an event, 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 are not able to 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 campuses, facilities, services, departments, programmes, or modules

- 6.3.1 The University may need to take the decision to close one or more of its campuses, facilities, services, departments, programmes, or modules on a permanent basis.
- 6.3.2 Any closure will be take place following the University's [Change Policy](#) and in line with the Student Protection Plan. The University will put in place arrangements to oversee the closure, which will include consultation and communication with students.
- 6.3.3 Where possible the aim will be to provide the delivery of the service for those affected, for instance on a 'teach out' basis to enable continuation of studies by existing students. This may include transfer to another Canterbury Christ Church University campus or another provider location.
- 6.3.3 The University will consider relevant compensation that might be required for all students affected by the closure. This will 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 circumstances of the closure and the impact on students.

6.4 Compensation in the event that a University partner is no longer able to continue with delivery of a University course

- 6.4.1 In the event that a University partner is no longer able to 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. This may result in the students transferring to a new venue, location, and provider.

6.4.2 The University will consider relevant compensation that might be required for all students affected by the change, including the need to transfer to a new venue, location, and provider. This will 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 Where there is the upholding of a student complaint, in whole or in part, following completion of the University's [Complaints Procedure](#) will act for the benefit of the student. The purpose is to ensure the proposed remedy returns the student to the position that they would have been in had the circumstances not occurred. Following a formal investigation the actions are set out in an Action Plan. In most instances, this will be a practical remedy. Where appropriate, we will offer the student an apology and/or an explanation for the shortcomings identified in the complaint investigation.

7.2 The University may also consider whether it is appropriate to offer a payment for distress and inconvenience. Such a payment may be in addition to, or instead of, other practical or financial remedies such as those set out in Section 5. This 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 a student's disappointment where, for example, students were unable to complete their chosen studies. The University will seek to ensure that any proposed compensation returns the student to the position that they would have been in had the circumstances not occurred.

7.3 The University considers each case on its own individual facts. However, the University will use as a guide the [OIA'S Approach to Remedies and Redress](#), April 2018. 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

7.4 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/or inconvenience and the amount of compensation to offer. The Appendix sets out the factors identified by the OIA in April 2018.

8 Payment of Bursaries

- 8.1 If a student is already in receipt of a bursary, the University will honour the bursary payment if the sponsoring body refuses to pay the bursary because of any action taken by the University relating to the provision of 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	'Your Fees Your Responsibilities: Home and EU students' or 'Your Fees Your Responsibilities: Overseas Students' The current version of the document is available on the Finance webpage . University Complaints Procedure University Change Policy Student Protection Plan
Approved by	Senior Management Team
Date Approved	24 April 2018
Date of Commencement	1 September 2018
Review Date	July 2019
Version	1.0

OIA's Approach to Remedies and Redress

Bands for awards for distress and inconvenience

Moderate (Up to £500)

- An act or omission of the provider caused some distress and inconvenience in the short term (e.g. less than 6 months).
- Minor maladministration, mishandling or unreasonable handling of the complaint by the provider which has caused additional unwarranted distress and inconvenience.
- Unreasonable or avoidable substantial delays (e.g. over 6 months) which are likely to have 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 material disadvantage.
- The provider's decision in respect of the substantive element of the student's complaint was not reasonable and resulted in some distress and inconvenience.

Substantia (Between £501 and £2,000)

- An act or omission of the provider caused some distress and inconvenience in the long term (e.g. more than 6 months).
- Procedural flaws which led to inconvenience and distress but did not affect the outcome.
- Evidence of circumstance giving rise to a reasonable perception of bias during the internal procedures.
- Substantial maladministration which resulted in material disadvantage to the student.
- Substantial mishandling of the complaint which resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) where there is evidence to suggest the student suffered material disadvantage.
- The provider reached an unreasonable decision (e.g. it dismissed a complaint when it should not have) but there is no direct academic consequence for the student.
- The provider's decision in respect of the substantive element of the student's complaint was not reasonable and resulted in substantial distress and inconvenience.

Severe (Between £2,001 and £5,000)

- The provider has failed to consider its responsibilities under relevant discrimination legislation or, where there is credible evidence to suggest that the provider did not have regard to disability provisions or applicable legislation.
- The provider's decision in respect of the substantive element of the student's complaint was not reasonable 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 as a result of the provider's acts or omissions the student suffered from ill health.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in a provider's internal process resulting in material disadvantage to 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 there has been a clear material disadvantage to a student, but a practical remedy is inappropriate or impossible.

Reference

[OIA'S Approach to Remedies and Redress](#), April 2018.