



1 Authority & Context

- 1.1 The funding and regulation of higher education in England changed in April 2018 when the Office for Students (OFS) became fully operational. The OFS will combine the existing regulatory functions of the Higher Education Funding Council for England (HEFCE) and the Office for Fair Access (OFFA). The OFS has a remit to create and oversee a regulatory environment in higher education which puts the interests of students at the heart of the system, focusing on choice and competition. The OFS requires a Student Protection Plan incorporating an assessment of the range of risks to the continuation of study for the college's students and risk mitigation measures and information about the policy in place to refund tuition fees and other relevant costs to the college's students and to provide compensation where necessary in the event that the college is no longer able to preserve continuation of study.
- 1.2 The college has a separate Fees Policy.

2 Scope

- 2.1 This Policy refers to arrangements for the refund of tuition fees that apply to learners or their employers on further education (including apprenticeship), higher education or commercial (full cost) programmes. It also outlines the circumstances in which the college may consider the payment of compensation to students or their employers.
- 2.2 This Policy applies to all college students and apprentices, irrespective of the funding arrangements for their further or higher education programme, including:
 - students in receipt of a tuition fee loan from the Student Loans Company;
 - students who pay their own tuition fees;
 - students/apprentices whose tuition fees are paid by an employer or another sponsor.
- 2.3 This Policy is not intended, in the first instance, to be used to resolve academic disputes relating to learner success. It aims to provide a clear and simple framework so that students can understand when they may be entitled to compensation or a refund of tuition fees or another type of remedy and how to make a claim.
- 2.4 The terms 'learners' and 'students' are interchangeable within this Policy; the former generally applies in the further education sector and the latter in higher education.

3 Policy Content

- 3.1 Refunds
 - 3.1.1 The college aims to deliver a high quality further and higher education provision, in line with the requirements of learners, employers, awarding organisations and, for HE programmes, the validating partner universities.
 - 3.1.2 The college will provide students with as much clarity as possible about the content of their further or higher education programme, location of their studies and timetable prior to the commencement of each academic year, and will aim to minimise changes to programmes of study which result in disruption to learners during the academic year.

- 3.1.3 The college does not offer refunds to students unless it is unable to deliver or has to cancel the course due to lack of numbers making the course financially unviable or resulting other potential operational issues. In such an instance a full refund of any monies paid will be returned to the student or sponsor or an alternative date or time of the course may be offered.
- 3.1.4 Where a student withdraws from a course a refund of the fees will not normally be made unless their application to withdraw has been as a direct result of the failure of the college to deliver what could have been reasonably expected. In such instances the Quality department would also consider the circumstances of the withdrawal under the college's Complaints Handling Procedure.
- 3.1.5 The college may, in exceptional circumstances, consider a fee refund if there are personal extenuating circumstances. For this to be considered, an e-mail giving full details should be sent to creditcontrol@oldham.ac.uk which will be administered by the Finance team with the final decision to be made by the Director of Finance. The student will be notified in writing of the decision which will be final.
- 3.1.6 HE students who are required to pay tuition fees and withdraw from or suspend their studies during the year will be charged a proportion of the fee for their course as set out below. For starters at other times of the year the fee will be adjusted accordingly. For home and EU students leaving in:
- | | | |
|-------------|---|-------------|
| First Month | - | no charge |
| Term 1 | - | 25% charge |
| Term 2 | - | 50% charge |
| Term 3 | - | 100% charge |

Where a student is due a bursary or other payment from the college, the college reserves the right to make deductions from such payments for any outstanding fees that may be due to the college.

- 3.1.7 Students in receipt of an Advanced Learning Loan who withdraw become liable for the fees at the point of withdrawal; in normal circumstances this amount will be fully paid by the SLC on the students' behalf but should there be any instance where the SLC claw back the student funding the college reserves the right to collect the outstanding debt from the student.
- 3.1.8 Where an employer is paying a fee towards an apprenticeship programme, if the apprenticeship is terminated for any reason, a fee proportionate to the length of time the apprentice was on programme will be calculated and the difference between this calculated amount and payments received by the employer will be either refunded or charged to the employer.
- 3.1.9 Refunds will be made where it is necessary to close a class due to insufficient numbers or where the attendance of learners is made impossible or inappropriate by some action of the college. Should this action prove necessary, the refund will be processed as part of the standard procedures; there should be no need to contact the college to request this.
- In the event of a course closure, refunds will not be paid to those learners who have:
- i. voluntarily left the course
 - ii. not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor.
- 3.1.10 Refunds will not be made for any personalised kits or materials which are being retained by the learner or any registration fees which have been paid to another party by the college on behalf of the learner.
- 3.1.11 Fees will not be refunded where course closure is temporary or due to circumstances beyond the college's control, including but not exclusive to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, 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.

3.1.12 For a refund request in response to an issue or problem with college courses, the Complaints Handling Procedure will be invoked. Initial contact will be made with the college's front of house team (or online using the web form). The college aims to resolve complaints within ten working days. The resolution may require that the learner receive a refund if appropriate, subject to the authorisation of the Director of Finance (or his nominee). If the claim is not upheld, the procedure provides for an appeals process. Financial compensation or refund will not always be the appropriate response to a complaint, and it is likely that most issues will not be resolved in this way. Alternative outcomes to financial recompense may include an apology, good will gesture, an offer or alternative learning if the course cannot be delivered in the way it was originally intended, or a repeat delivery of relevant course components where possible.

3.1.13 Refund requests of a personal nature should be addressed to the Finance Team at the main college campus, or e-mailed to creditcontrol@oldham.ac.uk, giving full explanation as to why the learner believes a refund should be considered. Whilst it is unlikely that the college will be able to accommodate these, a credit note may be issued in exceptional circumstances as a good will gesture. The credit note will be restricted to the named student or employer, has a time limit of twelve months for redemption, and does not have a cash equivalent.

3.1.14 Where a refund or credit note is agreed, an administration fee may be charged. This does not apply in the case of course closures.

3.1.15 If a refund is agreed through either course closure or as a result of an investigation through the Complaints Handling Procedure, the following refund process will apply:

- Where the original payment method was by cheque, refunds will be by cheque
- Where the original payment method was by cash, refunds will be made by cheque (the college does not hold large cash sums and adheres to the money laundering regulations covering the handling of cash)
- Where the original payment was by credit/debit card, a refund will be made back to the same credit/debit card, unless the card has expired and the college is unable to contact the payer for a new expiry date, in which case the refund will be by cheque.
- Where the original payment was made directly into the bank, a refund will be returned to the account from which the original payment was received.
- Where the original payment was received from the Student Loans Company, refunds will be made to the Student Loans Company. The Student Loans Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.
- Where fees were invoiced to and payment received from an employer/sponsor, refunds will be returned to the employer/sponsor by the same payment method.

3.1.16 Overpayment refunds will be subject to a minimum ten working day clearance period.

3.2 Transfers

3.2.1 The following rules apply to transfers where a student:

- i. Transfers from a course the college has closed to an alternative higher fee UCO HE course, the difference will be paid by the college
- ii. Transfers to a UCO HE course with a similar tuition fee, no charge will be made
- iii. Decides to transfer from a UCO HE course to a UCO HE course with a higher tuition fee, the student will pay the difference between the course tuition fees.

3.2.2 Compensation

3.2.2.1 In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative UCO HE course, the arrangements outlined in paragraph 3.1.15 above will apply.

- 3.2.2.2 Where it is necessary as a result of action by the college (such as course closure) for students to transfer to an alternative provider or there is a change in the location of the course (which was not notified to the student prior to the commencement of the academic year) the college will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.
- 3.2.2.3 The college's priority will always be to ensure that students receive the education experience outlined in college course information (whether online or in hard copy format) and their learning agreement. Where as a result of an investigation through the Complaints Handling Procedure it is concluded that this has not been the case, appropriate financial or other compensation may be offered.
- 3.2.2.4 The college is cognizant of OIA guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience and the following guidelines will apply in such cases:

Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students	
Level of distress and inconvenience	Indicative compensation
Moderate	Up to £300
Substantial	Between £301 and £1,250
Severe	Between £1,251 and £3,000

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £3,000 will only be considered in exceptional circumstances.

Moderate:

- An act or omission by the college which has caused some distress and inconvenience in the short term (e.g. less than six months)
- Moderate delays (i.e. less than six months) or other procedural irregularities on the part of the college where there is evidence to suggest the student suffered material disadvantage

Substantial:

- An act or omission of the college which has caused some distress and inconvenience in the long term (e.g. more than six months)
- Substantial mishandling of the complaint by the college which has resulted in or caused unreasonable or avoidable substantial delay (e.g. over six months) where there is evidence to suggest the student suffered material disadvantage

Severe:

- Cogent and contemporaneous evidence to suggest that as a result of the college's acts or omissions the student has suffered from ill health
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the college's internal process resulting in material disadvantage to the student
- Where there has been a clear material disadvantage to a student as a result of the college's acts or omissions, but a practical remedy is inappropriate or impossible

3.3 Financial Implications of Refund and Compensation Policy

- 3.3.1 The college will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds 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.

3.3.2 Given the extent of national policy and strategic change for both the sector (including qualification review and reform, regulatory change, devolution of adult education budget funding to combined mayoral authorities, college insolvency regime and apprenticeships) and the college, this Policy is subject to annual review.

4 Accountabilities

- 4.1 The Director of Finance is the senior manager with accountability for the implementation and operation of the refund and compensation policy.
- 4.2 The Assistant Principal and Head of Work Based Learning are responsible for the delivery of programmes in classroom-based learning and work-based learning respectively in accordance with published details.
- 4.3 Heads of Faculty and Sector Managers are accountable for the quality of learning programmes within their areas of management.

5 Associated Documentation

6 Related Policies and Procedures

Fees Policy
 HE Student Protection Plan
 Complaints Handling procedure
 Course Closure Policy

7 General Data Protection Compliance

	Confirm (x)	Date Reviewed	Reviewer
No personal subject data is placed at risk by implementing this Policy.			
Personal subject data is placed at risk by implementing this Policy but safeguards are in place to mitigate this.			
Personal subject data is placed at risk by implementing this Policy and it is unknown if safeguards are in place to mitigate this			

Change History Record

Issue	Description	Approval (author signature)	Date of Issue
Draft 1	New Policy	A. Tyrer	17.05.18