



BISHOP GROSSETESTE UNIVERSITY

Document Administration

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BISHOP GROSSETESTE UNIVERSITY

Refund and Compensation Policy

1. Introduction

This policy sets out how the University calculates refunds and reductions to fees for students who have enrolled on a course or programme of study.

2. Tuition Fee Refunds and Charges

You should inform the University as soon as possible and before the start of term if applicable/possible, if you wish to claim a reduction or cancellation of tuition fees, or a refund of payments for the following reasons:

- Leaving the course without completing the full study programme;
- Not starting or attempting the course or programme;
- Interrupting your study;
- Returning from an interruption of study;
- Transferring to another programme within the University;
- Transferring to another university or teaching establishment.

The University will tell you if you are eligible for a refund and calculate your refund or your continuing fees.

There may be cases where circumstances are beyond your control; these are known as 'extenuating circumstances'. If you believe you have extenuating circumstances, your request in writing together with any supporting documentation needs to be sent to the department providing the service.

For details of the University's charges, please refer to [Tuition Fee Register, Charges and Student Debt Policy](#). The published tuition fees apply to specified start dates. Tuition fees may increase for subsequent start dates. If you defer your start date or restart a course having been withdrawn, you will normally be charged the tuition fees that apply to the new start date.

Financial compensation will not always be an appropriate response to complaints and it is unlikely that most issues will be resolved in this way. Bishop Grosseteste University will strive to ensure that students receive what was promised from their degree and university experience. 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.

When is a refund due?

- Prior to the course commencing, if an applicant cancels their place within the 14-day cooling off period pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which is normally applicable following acceptance of the offer and enrolment, any tuition fees and deposits already paid will be returned in full;

- If a student withdraws from a course within two weeks of the course start date, the University will cancel all tuition fees in full and will return any fees paid (including any deposit) in advance to the person or organisation that originally made the payment (**This does not apply to students studying single modules or short courses**);
- A full refund is given if the University cancels the chosen course of study and cannot offer a suitable alternative;
- Where exceptional circumstances apply which as a matter of fairness, require the University to refund all or part of the tuition fees paid.

Cases based on academic and financial difficulties are not normally regarded as acceptable reasons for any refund or reduction in fee liability.

Refunds may also be awarded in the event of a default by the University due to the following circumstances:

- when the University does not offer a course on the advertised start date
- when the University terminates a course after the course start date and before the course completion date
- when the University does not provide a course as advertised, due to circumstances beyond its control

In order to protect the interests of genuine students and the University, refunds **will not** be given in the following circumstances:

- For International students, if the UKVI has cancelled a visa as a result of a breach of visa conditions, or if a visa application is refused by the UKVI because the UKVI concluded that the application was made using falsified documents;
- Similarly, for International students where the UKVI or the University has determined that fraudulent documents are used or submitted at any other stage of the process including at the time of application or enrolment.

Any requests for refunds from home/EU students should submit their claim to the Finance Office for approval to: accounts@bishopg.ac.uk .

In line with its obligations under UK Money Laundering legislation, the University is unable to make any refunds in cash. The University also reserves the right to refuse or reject any financial transaction where the University is unable to identify or trace the origin of the payment made.

Please note that if the University needs to make a refund, the University will return funds to the person or organisation that originally made the payment. This means that student fees paid by sponsors, parents or any other individual (apart from the student) cannot be refunded to the student unless there are exceptional circumstances.

Where claims for refunds are approved, refunds will be processed within 30 days of Finance receiving the request.

The University reserves the right to deduct overdue fees or charges that you have not paid from any refund due to you. Where this is the case the University will use the refund to pay the oldest unpaid debts first.

This policy does not cover the following:

- University Accommodation fees;
- Purchases made from the Online Store.

University accommodation forms a separate contractual arrangement; however, if a student withdraws from the University, University accommodation fees will be refunded pro-rata.

3 Term Dates and Refund Categories

The University will confirm if you are eligible for a refund and calculate your refund based on when you withdraw from the course during the academic year.

Based on a September start date normal tuition fees for Undergraduate and Postgraduate courses are charged as follows:

- 25% of the fees are due during Liability 1 (from the beginning of the course year until the 31 December);
- 25% of the fees are due during Liability 2 (from 1 January to 31 March);
- 50% of the fees are due during Liability 3 (from 1 April until the end of the course year).

A student is classed as being liable for tuition fees if they are enrolled during that period. The full charge is made for that period, regardless if the student has been enrolled for one week (or part thereof) or the whole period.

For example, if a student intercalates or withdraws between the 1st and 2nd Liability points they will be responsible for 25% of the full course fees; if the intercalation or withdrawal does not take effect until the 1st week into Liability 2, they will be responsible for 50% of the full course fees. For start dates other than September and full list of programmes see Appendix A and B.

If a student has withdrawn or intercalates from a course but has not submitted relevant paperwork, they will be classed as fully enrolled and charged accordingly until the official paperwork is received by Student Administration.

This tuition fee charge rule applies to you if you pay your tuition fees in any of the following ways:

- If you are self-funding paying directly or via a parent or guardian to the University;
- Students who have applied for and secured full or partial funding via the Student Loan Co (SLC), including those studying at postgraduate level where funding is confirmed;
- If you are a sponsored student funded by an employer or third-party organisation. (A sponsor is a company, government body, employer, charitable or third party non-domestic organisation; a relative, individual or friend is **not** deemed an official sponsor.)

Students on Short Courses

These are courses which do not give an award or courses that do not run longer than 15 weeks. Except in exceptional circumstances, the University does not consider a full credit or refund in the following circumstances:

- if the course has started and you have taken part or started studying;

- if the University cannot recover the costs the University have incurred preparing for the course.

Students on Single Modules

If you are charged on a module by module basis, the rules below apply for charging, cancellations and refunds.

If you withdraw **after** a module start date and you have attended, engaged or taken part in the module in any way, you must pay in full for the module and will not be eligible for a refund or cancellation.

If you withdraw **before** a module start date or you have not attended, engaged or taken part in the module in any way, the University will cancel the module charge in full and you will be eligible for a refund if you have already paid us.

4. Payment of refunds

- Please allow 14 days from requesting a refund to receiving it;
- All refunds will be calculated in UK Sterling. The University will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred;
- Where payment of tuition fees was split between more than one payee, any refund due will be made in proportion to the original split;
- Cash refunds are not made;
- Documentary evidence of sponsorship is required before any refund of personal contributions towards fees can be considered. This may include copies of award notices from funding bodies or letters from sponsors confirming details of the tuition support to be provided;
- All refunds will be paid back using the original payment method i.e. if paid by credit card, the refund where possible will be credited back to that card and if paid by bank transfer, it will be refunded back to the same bank account

5. Compensation

Should it be necessary to activate provisions under the Student Protection Plan, the University will seek to ensure that any compensation will be tailored to take into account the needs of different students. Guided by the principles of the Office of the Independent Adjudicator, 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. Any compensation payments deemed appropriate would take into account “actual financial loss”. Living expenses are normally not compensated, as the student would have to pay for general living expenses such as food and accommodation whether or not they were studying. It is expected that a student will have been through the internal complaints procedure prior to considerations for compensation being awarded.

Compensation will be considered on a case by case basis, but may be triggered through:-

- compensation for additional travel costs for students affected by a change in the location of their course;

- compensation for maintenance costs and lost time where it is not possible to preserve continuation of study;
- compensation for tuition and maintenance costs where students have to transfer courses or provider;
- commitments to honour student bursaries;
- compensation where the University is unable to deliver material components.

The University will maintain cash reserves which would be sufficient to provide refunds and compensation for those students for whom we have identified an increased risk of non-continuation of study.

6. What can I do if I have a complaint?

If you wish to complain about our refund and compensation policies, you can follow the University's complaints procedure. Details of how to raise a complaint can be found at:

<http://www.bishopg.ac.uk/about/governance/policies-procedures-2/>

If students are not content with the proposed outcomes, they can raise the issue with the Office of the Independent Adjudicator, at <http://www.oiahe.org.uk/>.

Appendix A

Start Date	Liability Point	Period of Study	Fee Liability
September	Liability 1	From beginning of course – 31 st December	25%
	Liability 2	1 st January – 31 st March	25%
	Liability 3	1 st April – end of the course year	50%
October	Liability 1	From beginning of course – 31 st March	25%
	Liability 2	1 st April – 30 th June	25%
	Liability 3	1 st July – end of the course year	50%
April	Liability 1	From beginning of course – 31 st August	25%
	Liability 2	1 st September – 30 th November	25%
	Liability 3	1 st December – end of the course year	50%

Appendix B

Category	Student and Fee Type	Course or Module	Self-Funded	SLC Funded	Sponsor	Refund and Charging Policy
Two weeks No Charge Rule (Cooling off Period)	Home/EU Students and Fees	Course	•	•	•	If withdraws within 14 days cooling off period, no fees chargeable.
Undergraduate	Home/EU Students and Fees	Course	•	•	•	Based on three Liability periods. Liability 1 – 25% charged, 75% refunded Liability 2 – 50% charged, 50% refunded Liability 3 – 100% charged

Category	Student and Fee Type	Course or Module	Self-Funded	SLC Funded	Sponsor	Refund and Charging Policy
Postgraduate (PGCE)	Home/EU Students and Fees	Course	•		•	Based on three Liability periods. Liability 1 – 25% charged, 75% refunded Liability 2 – 50% charged, 50% refunded Liability 3 – 100% charged
Postgraduate Taught Programmes	Home/EU Students and Fees	Module	•		•	Where study has commenced regardless of duration, 100% of fees are payable for each module of study started. The 14-day cooling off period does not apply to module based studies. If the student withdraws before the module start date, no fee will be charged or refunded if paid in advance.
Doctoral Programmes	Home/EU Students and Fees	ALL	•		•	Paid in four equal installments in November, January, March and May. Refunds based on pro-rata proportion of study completed where applicable.
International Students	International Students and Fees	ALL	•		•	£3,000 non-refundable deposit unless BGU withdraws offer of a place. Remaining full tuition fee payment prior to start of programme.
Short Courses	ALL	ALL	•		•	Defined as a course no more than 15 weeks long or non-credit bearing. Courses charged in full. The 14-day cooling off period does not apply to short courses.