

Refund and Compensation Policy

1. PURPOSE OF POLICY

Although Newbold College of Higher Education (“**the College**”) is a long-standing and reputable provider that has adequate plans to ensure the continuity of its programmes and obligations to its students, we cannot fully guarantee that a threat to our programmes or a dispute between students and us will not occur. This is why it is important for the College to draft this Refund and Compensation Policy (“**the Policy**”) alongside our [Student Protection Plan](#). The latter is a document that sets out the possible threats that can disrupt our programmes as well as outlining the plans we have in place to curb these threats.

The Policy describes how the College will deal with issues regarding the refund of fees such as tuition, accommodation and board fees in the event that the College is not able to continue its obligations to its students or when a student decides to withdraw, transfer or postpone a course of study. Also, in the event that a student is entitled to compensation rather than a refund, the Policy provides for how such compensation will be calculated and how a claim can be made by such students.

The College acknowledges its obligations and responsibilities in law which include:

- Honouring our contract with each student as provided for in the Student Handbook
- The protection of the Consumer Rights Act of 2015
- The Higher Education and Research Act of 2017 (“**HERA**”)
- The conditions of registration with the Office for Students (“**OfS**”) which is the principal regulatory body
- The Office of the Independent Adjudicator’s Good Practice Framework (“**OIA**”)
- The Quality Assurance Agency guidance
- International documents, regulations, procedures and rules.

2. UNDERSTANDING THE POLICY

The Policy should be read in association with the following documents:

- The Student Protection Plan
- Terms and Conditions of Contract
- Academic and General Regulations.

Students who find it difficult to understand the Policy and the Student Protection Plan should consult the Academic Registrar or the Student Experience Co-ordinator.

3. SCOPE OF POLICY

3.1 The Policy applies to all undergraduates and postgraduates of the College, including international students.

3.2 The Policy also applies to circumstances where a student has been offered a course of study, but discontinuation takes place before the student receives their degree. It also applies to circumstances where a student's course of study is discontinued, and other courses or actions are offered to the student alongside the compensation plan that fits the student's claim.

3.3 The Policy is provided to make provision for the following:

- Refunds for students paying their tuition fees
- Refunds for students in receipt of a tuition fee loan from the Student Loans Company ("SLC")
- Refunds for students whose tuition fees are paid by a sponsor
- Compensation for extra travel fees incurred by students due to a change in course location
- Compensation for lost time and maintenance fees where the College could not preserve the continuation of its programmes
- Compensation for tuition fees and maintenance in the event that learners have to transfer their course of study.

3.4 The Policy will not apply to;

- Students who have completed the course of study they registered for
- International students whose course of study is discontinued due to visa issues.

4. REFUNDS

4.1 *Situations where a Student is Entitled to a Refund*

4.1.1 **Normal Circumstances**

- Where a student decides to withdraw from a course of study after the first day of welcome, usually in the first week of September or the third week of January, the student will be entitled to a refund but will be subject to a penalty of 15% of the tuition fee for that semester.
- The College may, at its discretion (in cases such as a serious illness or bereavement), provide refunds in line with the principles outlined below. Refunds shall not apply to situations where there is an academic failure or academic misconduct.

Should a student withdraw before the beginning of any particular semester, the College will refund the registration fees. On any date thereafter, a refund of registration fees will be impossible because the College would have received it.

4.1.2 Temporary Interruption of Study

- If a student agrees to a temporary interruption of studies with the College, they will not be refunded at that moment; rather, their credit balance will be applied to the tuition fees for the coming academic year or semester, as appropriate. Students who interrupt their course of study will be responsible for any outstanding fees that are due at the point of suspension.
- If a student who has agreed to a temporary interruption of their course decides to withdraw, the College will calculate the refund at its discretion and in accordance with the principles in the Policy.

4.1.3 Unusual Situations

These include such situations that are provided for in the Student Protection Plan such as a Closure, Cancellation of Programme or withdrawal by the College or uncontrollable situations such as riot, fire, earthquake, storm, etc. The College may provide refunds for tuition and accommodation fees.

In situations where teach-out is impossible, or in situations where a student requires a transfer to another college/institution to complete a course of study, the student will be entitled to a refund as described in section 4.3 below.

4.2 Payment of Refunds

The payment of refunds cannot be effected unless a claim has been submitted by the student and approved by the College's Administration. The refunds shall be paid to the source from which the fees came. For example, if a sponsor is responsible for the payment of tuition fees, the refunds shall be made according to the sponsor's payment method. To comply with money laundering regulations, refunds shall not be made in cash.

In addition to the preceding, the following also applies:

- Refund of fees shall be made within 14 days after a student makes the claim
- Refunds shall be made in Pounds Sterling and without regard to exchange rate fluctuations or liability for any charges made by the bank or any payment method used by the student
- If tuition is paid for the student by a sponsor, the College shall require documentary evidence of sponsorship.

4.3 Calculation of Refunds

4.3.1 Refund of Tuition Fees:

If you choose to withdraw permanently from your studies, ensure that you have followed the withdrawal process.

Where you wish to withdraw from your programme within 14 days from your programme start date, you must ensure that you follow the withdrawal procedure and state clearly that your withdrawal is within the 14-day period. After such approval, the College will refund any tuition fees paid minus the 15% fixed penalty.

If you withdraw from your programme of study after 14 days from your programme start date, you will be liable for the full tuition fees for the semester.

For the avoidance of doubt, we consider the date of your withdrawal to be the date you submit your withdrawal form to the Admissions Office, or the date on which an administrative decision is taken to withdraw you from your programme of study.

As stated in Section 4.1 above, refunds shall be paid within 14 calendar days after the student makes their claim. Refunds are calculated based on when a student withdraws from the course of study during an academic year (starting from September). The table below describes the percentage rate of refunds after 14 days of the course registration:

<i>Liability point</i>	<i>Undergraduate Students</i>	<i>Postgraduate Students</i>
<i>Within 2 weeks from the programme start date</i>	85%	85%
<i>After 2 weeks from the programme start date</i>	0%	0%

As outlined in section 2.3 above, the refund of tuition fees shall apply to students if:

- The student or a sponsor pays the student's tuition fees directly to the College
- The student is in receipt of tuition fees from the SLC
- The student's tuition fees are paid for by a sponsor such as an employer and/or other organisations.

4.3.2

4.3.2 Refunds of Accommodation and Meals Fees:

If you withdraw from the College at any point during the semester, the following shall apply;

- Family housing rent: The terms of the licence agreement will apply.
- Halls of Residence: Refunds will only be given for the whole semesters that have been paid for and in which you have not occupied the room;

If you withdraw from a programme of study within the 14-day withdrawal period and move out of the Halls of Residence within the same period, you will only be charged for the period the room has been occupied. However, if you stay beyond the 14 days after withdrawing, you will become liable for the full semester's accommodation fee.

Where an administrative decision is taken to withdraw you from your programme of study, outside the 14 days' withdrawal period, except for illness, you shall be responsible for the accommodation fees for the semester.

If you purchase a meal package but withdraw within the 14-day withdrawal period, meal points that have been used will be re-calculated at the non- packaged price and the difference will be refunded.

If you withdraw after the 14-day withdrawal period, you will lose the rest of your meal points. **Meal points are not transferable and so CANNOT be passed on to a third party for use. No refund is given for unused meal points.**

5. COMPENSATION

If it is necessary to apply the provisions set out in the Student Protection Plan, the College will ensure that compensation is made and tailored to the needs of each student. Following the regulations of the OIA, the College will ensure that any compensation plan employed would return each student to the status in which they would have been if the issue had not occurred. Any compensation plan considered appropriate would consider "actual financial loss". Compensation may include accommodation and board fees such as meals, whether students are studying or not. All students are expected to have reviewed the Complaints and Appeals Policy procedure before being considered for compensation. Compensation will be treated on a case-by-case basis. Compensation covers:

- Maintenance costs and lost time where the continuation of study could not be preserved

- Tuition fees and maintenance costs where students have to transfer a course of study or provider
- Commitments to honour students' scholarships
- Situations where the College is not able to deliver material components.

The College will maintain cash reserves that would be adequate to cater for refunds and compensation for students who are identified as being at an increased risk of non-continuation of study.

6. HOW TO MAKE A CLAIM

In the event that the College is unable to preserve any risk or threat to the continuation of its programmes as provided for in the Student Protection Plan, students can make their claims by obtaining and completing a refund or compensation claim form and submitting any other relevant information along with it to back up the claim. Claims can be of two kinds, as follows:

6.1 Individual Claim

This may happen only when those affected are an individual rather than a group. If after the student completes a claim process, the student is not satisfied with the outcome, the student may use the provisions in the Policy to seek financial redress. The complaints or dissatisfaction of a student about the Policy should be directed to info@newbold.ac.uk in the first instance. Any claims submitted by students under the Policy should address the following. They should

- Confirm that the student has exhausted the Complaints and Appeals Policy
- Set out the impact of the change of programme and what steps the student has taken to mitigate this.

Upon receipt of a claim under the Policy, the College will consider the details of the student's claims against the factors outlined below. The College will provide a response within 15 working days.

Factors which the College will consider when assessing claims under the Policy include:

- a. If the College had failed to deliver any particular undertaking that had been given to the student for the way in which the programme was delivered
- b. If the College had failed to deliver against material information that was agreed with the student at the point the student accepted the offer
- c. If a prolonged period of disruption, without adequate remedial action, has hindered the ability of the College to offer guided learning in a way that ensures

that students have a reasonable and fair opportunity to develop the appropriate level of understanding the course of study requires

- d. If there is an obvious loss to the student
- e. If the student has been able to achieve the learning outcomes for the student's course of study
- f. If the College has followed the process it set out in delivering the course of study
- g. If the student has been affected concerning final qualification and accreditation awards or if the student has the ability to take up a job offer
- h. If the student is able to meet his/her responsibilities in minimising losses
- i. If the student took up any adjustments that were implemented for students to mitigate the loss and if so, consideration of whether a student was still disadvantaged despite alternative arrangements
- j. If when a complaint is made as a result of the disruption to a student's course of study which is beyond the student's control, the College communicated with the student throughout the process.

6.2 Group Claim

In circumstances where the problem concerns a group rather than an individual, a separate means may be used by the College. This process will be in line with the existing Complaints and Appeals Policy, and when such situations occur, the College will make the process clear to students and ensure that it is fair and equivalent. However, if a student desires to use the existing Complaints and Appeals Policy, the College will permit it. The College may decide that an issue from an individual's claims affects more than just the individual and therefore may apply the Policy more widely.

Should a student be dissatisfied with the outcome of a claim which was settled with a group claim rather than the existing Complaints and Appeals Policy, the student will be given the option to receive a Completion of Procedures letter in order to make a claim with the OIA.

Should the students use this group claim process and be satisfied with the proposed result, this will be deemed as the full and final settlement of the claims arising out of that same issue.

7. COMPLAINTS

Students who consider that the Policy has not been duly applied to their issue may file a complaint under the College's Complaints and Appeals Policy by providing the relevant documents to support their claims.