STUDENT REFUND AND COMPENSATION POLICY

Version Number 2

Effective from 01/01/2027

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Document Control Information

Revision History incl. Authorisation: (most recent first)

Author	Summary of changes	Version	Authorised & Date
Joanne Wright	• *Remove £500 admin fee for deposit refunds,* • *Remove point 5 from table in section 5.4 relating to having to apply for your visa within 5 days of having a CAS issued.* • *Add point 6 to table in section 5.4, to state that the University will refund deposits in circumstances where a student has had <u>any</u> previous visa refusal.* • *Policy reviewed for LLE readiness – no changes made*	V2	INFOSEC 23/09/2026
Joanne Wright	*Reformat Policy into standard template* *New rules regarding calculation of PGT fees* *Clarify circumstances when international deposits will /will not be refunded.*	V1	Chairs action – Chief Academic Services Officer and University Secretary 16.12.2025
Name or initials	*E.g. Explain minor changes to some clause*		E.g. University Secretary & CIO: 01/09/12
Name or initials	*E.g. Explain major change of content and rules for users requiring Board authorisation*	V3.2	E.g. Executive: 01/09/11

Policy Management and Responsibilities:

Owner:	This Policy is issued by the Director of Finance, who has the authority to issue and communicate policy on refunds and Compensation and has delegated day-to-day management and communication of the policy to the Head of Income and Treasury Management.
Others with responsibilities (please specify):	The International Office, Fees and Awards team, Admissions and Agents acting on behalf of the University must adhere to this policy.

Author to complete formal assessment with the following advisory teams:

Equality Analysis (E&D, HR) *<u>Equality Assessment form</u>*	1. *This is mandatory. Specify date completed and brief outcome. Email the completed EA to <u>Equality@salford.ac.uk</u>*
Legal implications (LPG)	2. *This policy has been written in conjunction with the legal team.*
Information Governance (LPG)	3. *Please specify date completed and brief outcome, or N/A*
Student facing procedures (QEO)	4. *Please specify date completed and brief outcome, or N/A*
UKVI Compliance (Student Admin)	5. *This policy has been written in conjunction with the UKVI team.*

Consultation:

Staff Trades Unions via HR Students via USSU Relevant external bodies (specify)	1. N/A

Review:

Review due:	Annually alongside the Terms and Conditions Review.
Document location (webpage):	
Document location (link)	
The owner and author are responsible for publicising this policy document.	

3.0 Purpose

At the University of Salford, we are committed to delivering a stimulating and rewarding university experience. On occasion, however, circumstances may arise that necessitate our making changes that could significantly affect your studies. Such cases are exceedingly rare and, where they occur, we will take all reasonable measures to ensure that you are fully supported in completing your studies.

This policy aims to provide a clear and simple framework so you can understand when you may be entitled to a refund, compensation, or another type of remedy, and how to make a claim. A refund or compensation will not necessarily be the most appropriate response, and most issues will be resolved in another way.

4.0 Scope

What is the status of this policy?

This policy forms part of a student's contract with us and should be read in conjunction with our Standard Terms and Conditions for Students and our Student Protection Plan.

Who does this policy apply to?

This policy applies to Applicants and Students who are, or who have previously been, registered with us.

This policy does not apply if you are a student studying at a partner institution and you are paying, or have paid, your tuition fees and other costs to that partner institution. In that case you would need to contact the partner institution directly about its refund and compensation policy.

5.0 Policy Statements

5.1 In what circumstances could I be entitled to a refund?

A refund is either:

- A repayment of tuition fees and/or other costs that you have paid us for your programme; or
- An appropriate reduction in the amount of tuition fees and/or other costs that you will have to pay us in the future.

A refund may be paid if:

- You permanently leave your programme and cancel your contract before it is scheduled to finish.
- We permanently remove you from your programme and cancel your contract on one of

the grounds set out in our terms and conditions (e.g. because you are expelled under our Student Misconduct Procedure).

- You are suspended as a sanction under our Student Misconduct Procedure or Fitness to Practise Procedure.

- You suffer significant disadvantage because of our failure to deliver services that meet our legal obligations.

- You suffer significant disadvantage because of substantial and unexpected changes we must make to your programme or its method of delivery. (Note: If you are a postgraduate research student and your supervisor leaves the University or otherwise becomes unable to continue the supervision for any reason, compensation will only be considered where we are unable to find a suitable replacement).

- We are forced to discontinue the programme for the whole of your cohort due to a serious and unforeseen event and, despite all our reasonable efforts, are unable to offer you a suitable alternative programme with us or to arrange for you to transfer to another higher education provider to complete your programme or undertake the remainder of a similar programme.

  (Note: This would be an exceedingly rare occurrence but could occur, for example, where we lost our degree awarding powers or the requisite accreditation for the programme. In all circumstances, our priority will always be to try and complete our delivery of the programme wherever it was possible to do so).

5.2 In what circumstances can I claim compensation?

Compensation can take various forms. It may be a payment, non-financial redress (such as an apology or goodwill gesture) or an offer of alternative learning methods if your programme cannot be delivered in the way it was originally intended.

Depending on your situation you may be entitled to compensation where you suffer significant disadvantage because of:

- Our failure to deliver services that substantially meet our legal obligations.

- Any substantial and unexpected changes that we must make to your programme or its method of delivery. (Note: If you are a postgraduate research student and your supervisor leaves the University or otherwise becomes unable to continue the supervision for any reason, compensation will only be considered where we are unable to find a suitable replacement);

- Any serious and unforeseen event where we are forced to discontinue the programme for the whole of your cohort; and despite all our reasonable efforts we are unable to offer you a suitable alternative programme with us or to arrange for you to transfer to

another higher education provider to complete your programme or to undertake the remainder of a similar programme.

(Note: This would be an exceedingly rare occurrence but could occur, for example, where we lost our degree awarding powers or the requisite accreditation for the programme. In all cases our priority would always be to try and complete the delivery of the programme wherever it was possible to do so.)

5.3 How are refunds and compensation paid?

We pay refunds in British Pounds Sterling to the person or organisation that originally made the payment and by the same method of payment.

Refunds will be processed within 28 days of approval.

Where you have a loan from the Student Loans Company or your tuition fees are paid by a sponsor or employer, we will process any refunds directly with the Student Loans Company or your sponsor or employer (as the case may be).

It should be noted that no refund will be paid if we suspend you temporarily from the University pending the hearing and, if applicable, subsequent appeal, under one of our Procedures (e.g. Student Misconduct Procedure). However, if the sanction that is imposed under the Student Misconduct Procedure is your suspension for a fixed period or expulsion, then any refund will be backdated to the date of your original suspension.

Compensation may be paid directly to you or be paid by way of a discount against tuition fees or other costs (e.g. allowing you to repeat a module without paying for it) or by giving some other benefit. Where compensation is paid, it is in British Pounds Sterling.

5.4 Can I have a refund of my international deposit?

Deposits are non-refundable except in the circumstances listed below:

Deposits are non-refundable except in the circumstances listed below:

1. 1 You do not meet one or more of the academic conditions set out in the offer letter.
2. 2 Your visa application has been refused or rejected by UK Visas & Immigration for any reason other than a fraudulent application or an entry ban*. In this case a copy of the visa refusal notice must be provided (this only applies to deposits that are paid for the first year of study)

3. The University is no longer able to provide the academic programme for which you accepted the offer of a place, and you do not want to accept a place on any alternative programme offered.
4. You have failed your pre-CAS interview.
5. If we determine that the documents, you have provided do not meet our standard for issuing a CAS.
6. We are unable to accept you onto the course as you have had a previous visa refusal.

If none of the above statements apply, deposit refunds may also be considered (at our complete discretion and subject to documented evidence and review) in any of the following exceptional circumstances

7. International emergencies (defined by your own Government, the World Health Organisation, or the UK Foreign and Commonwealth Office or similar) which may prevent you from travelling in time for the last date of arrival for your programme.

8. National circumstances in the UK such as pandemics, security crises or similar, which make enrolment impossible or highly unadvisable as defined by the UK Government and/or Public Health England or similar bodies.

9. Your unforeseen serious illness which prevents you traveling to the UK to start your course.

10. The death of your grandparent, parent, partner, child, or the person paying your tuition fees to the University, which occurs after your deposit has been paid but within two weeks from the date the programme starts.

If we believe that during the application process either fraudulent documents (financial or and/or academic) have been used, or information on previous visa refusals has been withheld no refund will be given.
A refund will be given in all the above situations if we receive appropriate evidence (documentary proof will be required for 2,6,9 and 10) and you paid the deposit using a lawful payment method.
Refunds will be made in British Pounds Sterling to the person who originally made the payment and by the same method of payment.
If you are cancelling your contract using your statutory right to do so, any non-refundable deposit will be deducted from the refund.

Exceptions

**** If you have used your CAS then no refund will be given in any circumstances, other than in points two and three and six detailed above.**

5.5 How are refunds calculated and how much would I be paid?

This depends on the amount of tuition fees/other costs you have paid and the reason you are entitled to a refund. All students in the same or similar circumstances are treated consistently.

If your programme is discontinued and we are unable to offer you a suitable alternative programme with us, we will refund an amount of tuition fees so you can complete your programme with another higher education provider.

If your programme is discontinued and we are unable to offer you a suitable alternative programme with us or to transfer to another higher education provider, we will refund the tuition fees and other related costs you have paid us. However, the refund will exclude tuition fees and other related costs for years of study or modules for which we have awarded you academic credits.

The following information, which must be read alongside the list of exceptions and notes underneath them, indicates how refunds of tuition fees that you have paid are calculated for each year of study.

Undergraduate Students

Refunds for all undergraduate students, including self-funding and sponsored students, are currently calculated based on the dates that Student Finance pays tuition fees to the University. At present, this is termly, however this is currently under review, and details will be subject to confirmation by the UK Government.

The information below is based on the current calculations but may be subject to change and applies to both Home and International students. For the most up-to-date information, please contact the askUS team via askUS.

If you cancel, interrupt, or are suspended or expelled before your programme starts, or within the first two weeks from the programme start date, no tuition fees will be charged. Any deposit paid will only be refunded if the withdrawal occurs within two weeks of the offer and the CAS has not been used, unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled after the first two weeks but before week thirteen, you will be charged 25% of the tuition fee. Where the fee calculated is less than the non-refundable deposit already paid, the deposit will be retained unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled after week thirteen but before week twenty-four, you will be charged 50% of the tuition fee. If the calculated fee is less than the non-refundable deposit, the deposit will be retained unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled after week twenty-four, you will be charged 100% of the tuition fee. No deposit refund will be available.

Undergraduate Courses Longer Than 30 Weeks and 3 Days (such as Nursing)

Refunds for all Undergraduate students (including self-funding or sponsored students) are currently calculated based on the dates Student Finance pays tuition fees to the University. At present this is termly, however this is currently under review, and details will be subject to confirmation by the UK

Government.

The information below is based on the current calculations but be subject to change and applies to both Home and International students. For up-to-date information please contact the askUS team via askUS.

If you cancel, interrupt, or are suspended or expelled during Trimester One you will be charged 25% of the tuition fee. If the calculated fee is less than the non-refundable deposit already paid, the deposit will be retained unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled during Trimester Two you will be charged 50% of the tuition fee. If the calculated fee is less than the non-refundable deposit, the deposit will be retained unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled during Trimester Three you will be charged 100% of the tuition fee and no deposit refund will be available.

Undergraduate Single Modules and Short Courses (Less Than 55 Credits)

If your programme is a single credit-bearing module and you cancel, interrupt, or are suspended or withdrawn from that programme on or after the date on which the programme starts, you will be charged 100% of the tuition fee. This applies to both Home and International students.

Unless you accept our offer after that date, but within the 14-day period.

Where the tuition fee calculated is less than the non-refundable deposit already paid, the deposit will be retained unless exception criteria are met.

Exceptions Relating to Undergraduate Students

No refund will be paid if your contract is cancelled, or if you interrupt, are suspended, or are withdrawn from any pre-sessional English programme.

No refund will be paid if your contract is cancelled, or if you interrupt, are suspended, or are withdrawn from a programme where you have been required to pay in full as a condition of your offer.

Tuition fees are not recalculated if you interrupt any module(s).

Postgraduate Research Students

If you cancel, interrupt, or are suspended or expelled before your programme starts, or within the first two weeks from the programme start date, no tuition fee will be charged.

Any deposit paid will only be refunded if the withdrawal occurs within two weeks of the offer and the CAS has not been used, unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled after the first two weeks and up to the end of month eight, tuition fees will be calculated on a pro-rata basis using the following formula:

Annual Tuition Fee ÷ 12 × Number of months (or part months) attended

Where the calculated fee is less than the non-refundable deposit already paid, the deposit will be retained unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled after the end of month eight, the full annual tuition fee will be charged, and no deposit refund will be available.

Exceptions Relating to Postgraduate Research Students

No refund will be paid if your contract is cancelled, or if you interrupt, are suspended, or are withdrawn from a programme where you have been required to pay in full as a condition of your offer.

No part of a bench fee is refundable if a post graduate research student ends their contract and leaves their studies at any stage or is withdrawn from their studies. For post graduate research students on interruption, the bench fee will be placed on hold until studies recommence.

Postgraduate Taught Students

If you cancel, interrupt or are suspended or expelled before your programme starts, or within the first two weeks from the programme start date, no tuition fee will be charged.

Any deposit paid will only be refunded if the withdrawal occurs within two weeks of the offer and the CAS has not been used, unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled after the first two weeks but during Trimester One, you will be charged 34% of the tuition fee. Where the calculated fee is less than the non-refundable deposit already paid, the deposit will be retained unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled during Trimester Two, you will be charged 67% of the tuition fee. Where the calculated fee is less than the non-refundable deposit already paid, the deposit will be retained unless exception criteria apply.

If you cancel, interrupt, or are suspended or expelled during Trimester Three, you will be charged 100% of the tuition fee and no deposit refund will be available.

Exceptions relating to Postgraduate Taught students

Students receiving postgraduate tuition fee loan funding From Student Finance where the funding Is paid directly to the University e.g., Healthcare, Northern Ireland or Eligible prisoners, will be charged in line with Undergraduate rules.

No refund will be paid if your contract is cancelled, or you interrupt or are suspended or withdrawn from any programme where you have been required to pay upfront in full as a condition of your offer.

Notes

- If you are suspended or expelled as a sanction at a disciplinary hearing, the refund will be calculated from the date of that disciplinary hearing. However, if you were

suspended (as a neutral act) pending that disciplinary hearing because of an allegation of serious misconduct, your tuition fees will be held on your account until the disciplinary hearing has taken place, and the refund will be backdated to the date of your original suspension.

- Where you cancel or interrupt your programme, a refund (if applicable) will only be calculated from the date we receive formal notification from you.

- If you owe us any amounts which relate to your studies, then they will be deducted from any refund.

- We will not pay refunds for years of study or modules for which we have awarded you academic credits.

- Deposits are non-refundable (including where you cancel your contract using your statutory right to do so) if: (a) we find that, during the application process, fraudulent documents (financial or academic) were used or information on previous visa refusals was withheld; and/or (b) your deposit is for your first year of study and you have already used our Confirmation of Acceptance for Studies to apply for a visa.
- Scholarships, bursaries, and fee discounts (if applicable) will be deducted from any refund.

- If, at the time of interrupting, you have paid us all tuition fees for the year of study, you may (at your option) either:

    a. Carry forward your paid tuition fees to a subsequent year, assuming you resume at the same point at which you interrupted, and you resume at the next available opportunity; or
    b. Receive a refund (see above for how that refund will be calculated). If you choose to receive a refund, you will be charged the rate of fees which are applicable at the time you resume your programme.

5.6 How is compensation calculated and how much would I be paid?

There is no fixed amount, and it depends on the circumstances. Our aim is to treat all students in the same or similar circumstances consistently.

The focus is to ensure that you receive the education you are entitled to expect and, where this does not happen, to enable you to continue your studies without any significant disadvantage.

Where we have been forced to discontinue a programme and offer no reasonable alternative (including transfer to an alternative higher education provider), the payment of compensation will depend on your circumstances and the hardship that you suffer as a result of your programme being discontinued.

We adhere to the recommendations made by Universities UK regarding the calculation of compensation and so the factors that we will consider include the following:

- Have we given specific undertakings to you for the way in which the programme is delivered?

- Has there been a failure to deliver against material information agreed with the you at the point of acceptance of the offer?

- Has a period of prolonged disruption jeopardised our ability to offer guided learning in a manner than ensures you have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme?

- Has there been a demonstrable loss to the student? In particular, have you been able to achieve the learning outcomes for your programme?

- Have you met your own responsibility to minimise losses?

- Have we followed our own processes in delivering the programme? For example, in relation to quality assurance processes and communications to students?

- Have you been affected in relation to final degree award, accreditation award, or ability to take up a job offer?

- Were any alternative arrangements or adjustments implemented for you to mitigate against any loss? Did you take up what was offered? Were you still disadvantaged despite alternative arrangements?

- If a complaint is made due to disruption to your learning experience which is beyond your control, for example disruption to the programme due to industrial action, how have we communicated with you throughout the process? Have communications been clear and consistent so you were aware of any changes and how it might affect them?

- Is compensation or a refund the most appropriate way to deal with the complaint? For example, would an apology and/or a 'goodwill payment' from us be an appropriate response?

- Is a refund or compensation the most appropriate way to address any failure to deliver agreed learning opportunities.? This should consider: (i) the basis for a claim – such as loss of teaching time or material impact on learning outcomes and future prospects (ii) consider the fact that in the case of a reduction to the tuition fee which is covered via a loan from the Student Loans Company (SLC), the institution will need to complete a Change of Fee Notification with the SLC. Your loan repayments will then be altered to reflect the reduced amount.

5.7 How would I claim a refund?

We should automatically pay your refund without you needing to do anything if:

- You permanently leave your programme and cancel your contract before it is scheduled to finish; or
- We permanently remove you from your programme and cancel your contract on one of the grounds under our terms and conditions (e.g. because you are expelled under our Student Misconduct Procedure); or
- You are suspended for a fixed period as a sanction under our Student Misconduct Procedure or Fitness to Practise Procedure; or
- You interrupt your studies and choose to receive a refund.

However, we must have received the requisite notification from you before a refund is paid if you:

- Permanently leave your programme and cancel your contract before it is scheduled to finish; or
- Interrupt your studies.

5.8 How would I claim compensation?

To claim compensation, it is necessary to:

- Make a complaint under the Student Complaints Procedure - assuming you are eligible to do so; and
- With that complaint provide us with sufficient information to substantiate that your claim is valid under this Procedure and, where applicable, to evidence the significant disadvantage you have suffered.

If you wish to claim compensation for any wasted and/or unavoidable additional costs (e.g. travel costs if your location of study has changed), you must provide us with appropriate evidence of the costs (the costs must not exceed a reasonable amount, and you must keep the amount you incur to a minimum).

5.9 What does making a complaint under the Student Complaints Procedure involve?

The process starts with an informal dialogue between you and your School which should hopefully resolve the issues. However, ultimately, if the matter cannot be resolved to your satisfaction under our internal procedure, you may be entitled to refer the matter to the Office of the Independent Adjudicator. To apply to the Office of the Independent

Adjudicator, you will need to have received our completion of procedures letter which will confirm that you have completed all stages of our procedure.

To submit a complaint to the Office of the Independent Adjudicator, you can complete an online form or request a hard copy form by contacting them by post, telephone, online eform or email (details below):

Web link for complaint online form

Can you complain to us? - OIAHE

How to complain to us - OIAHE

OIA

PO Box 3362

Reading RG1 9UF

Telephone	0118 959 9813
Email	enquiries@oiahe.org.uk

Where a problem has potentially affected a large number of students, e.g. strikes by certain academic staff, we may use a separate streamlined process so that all complaints can be dealt with in the most efficient and consistent manner. This is explained more fully in our Student Complaints Procedure which can be found by following this link Students Complaints Procedure

5.10 I am no longer a student at the University – can I still make a complaint?

We will accept your complaint only if:

- The matter you are complaining about is eligible to be considered under our Student Complaints Procedure (see link at the end of this Policy); and
- We receive your complaint within twenty working days of the event or circumstance which is its cause (or within twenty working days of the most recent event or circumstance if the complaint relates to a series of events or circumstances).

5.11 What about other remedies?

Financial compensation will not always be the most appropriate response to a complaint, and we will use alternatives if they are better, e.g. an apology or goodwill gesture or an offer of alternative learning methods if your programme cannot be delivered in the way it was originally intended.

If we have not complied with our obligations under the Consumer Rights Act 2015, we are mindful of our statutory responsibilities to offer repeat performance (e.g. repeat a module) or, where repeat performance is not possible or has not been done in the required manner, a refund (price discount). A full or partial refund under that Act must be paid within 14 days from agreement that a refund is due.

5.12 Will I get a refund or compensation if my programme is disrupted by strike action?

We implement strategies and policies to avoid or minimise as far as possible any disruption arising from strike action or other events that are outside our reasonable control:

- We ensure that students who are in the same or similar situations are treated as fairly and consistently as possible.
- We ensure that academic standards are not compromised.
- We consult with appropriate representative student bodies in our planning from an early stage.
- We identify and assess the potential effects of industrial action, or similar event, not only on the whole University but also on each School, service, and cohort of students.
- We review relevant policies and procedures across all areas/services and make necessary amendments to them as permitted by our contracts with students.
- We make clear to you how your programme will respond where full delivery of services may not be feasible.
- We ensure regular and effective communication with staff and students and the Students' Union on our plans to manage expectations.

If, you suffer hardship because of strikes which were within our reasonable control to avoid or minimise and you wish to claim a refund and/or compensation, then you should make a complaint under the Students' Complaints Procedure - assuming you are eligible to do so.

5.13 Discontinuation of programmes

5.13.1 If my programme is discontinued and I transfer to another higher education provider to complete it or to undertake the remainder of a suitable alternative programme, what will happen to the refund of my tuition fees loan from the Student Loans Company?

We will not pay any fees to the new provider but will support you to ensure that future loan payments are transferred by the Student Loans Company to the new provider.

5.13.2 If my programme is discontinued and you are unable to offer me a suitable alternative programme or a transfer to another higher education provider to either complete my programme or undertake the remainder of a suitable alternative programme, what will happen regarding the refund of my tuition fees loan from the

Student Loan Company?

To provide compensation for student loans relating to tuition fees it must be unreasonable to expect you to transfer to another higher education provider.

We will not return any funding to the Student Loans Company to the extent that it relates to parts of the programme for which we have given you academic credits. However, apart from that, we will return appropriate funding to the Student Loans Company so that your liability to them is erased or, if that is not possible, will make alternative arrangements to achieve a similar outcome. We will also return any payments we have received from Student Loans Company which relate to future teaching of the programme.

5.13.3 If my programme is discontinued and you are unable to offer me a suitable alternative programme or a transfer to another higher education provider to either complete my programme or undertake the remainder of a suitable alternative programme, what will happen regarding the refund of tuition fees paid by my sponsor?

We will return any payments we have received from your sponsor which relate to the future teaching of the programme.

We will not return any funding to your sponsor where it relates to parts of the programme for which we have given you academic credits. If it is reasonable to expect you to transfer to another higher education provider, but you refuse to do so, we will not refund other funding that your sponsor has paid us.

5.13.4 If the location of my programme is changed, who will pay the additional travel costs that I incur?

Where we are forced to change the location of your programme and there is evidence that you are affected by the change and will incur additional travel costs, we will either pay compensation up to the amount of reasonable additional travel costs or provide travel support (e.g. through a timetabled minibus service).

5.13.5 If my programme discontinues and I transfer to another higher education provider to complete my programme or to undertake the remainder of a suitable alternative programme, what will happen to my bursary?

We will ensure that your bursary is honoured by the new higher education provider or, failing that, by us.

5.13.6 If my programme is discontinued and I transfer to another higher education provider to complete my programme or to undertake the remainder of a suitable alternative programme, what will happen to my tuition fees and maintenance costs?

We will refund any payments of tuition fees that we have received from you and that relate to the future teaching of the programme.

We will try to ensure that the transition to the alternative higher education provider is as smooth as possible. If, however, you suffer disruption or hardship and want to claim compensation, then you would need to make a complaint under our Student Complaints Procedure.

5.13.7 If my programme is discontinued and you are unable to offer me a suitable alternative programme or a transfer to another higher education provider to either complete my programme or to undertake the remainder of a suitable alternative programme, what will happen to my maintenance costs and lost time?

If it is unreasonable to expect you to transfer to another higher education provider, we will reimburse a reasonable proportion of maintenance costs and lost time to the extent that:

- They are directly attributable to our inability to continue to deliver your programme; and
- Such proportion cannot be met by other means (e.g. your student loan)

6.0 Policy Enforcement / What happens when the policy/ procedure is not followed.

This policy is designed to clarify how much a student or applicant can expect to be charged if they are unable to complete their studies, under what circumstances a deposit paid can be returned and set out in what circumstances students can apply for compensation.

7.0 Policy Enforcement / What happens when the policy/ procedure is not followed.

This policy is designed to clarify how much a student or applicant can expect to be charged if they are unable to complete their studies, under what circumstances a deposit paid can be returned and set out in what circumstances students can apply for compensation.

It is imperative that students are treated equitably and failure to adhere to this policy would result in some students receiving refunds unfairly and an increase in complaints to the University.

8.0 Related Documentation

This policy takes account of the recommendations of Universities UK in its briefing 'Compensation and Refunds Policies – Developing Good Practice' dated 27 April 2018.

This policy forms part of a student's contract with us and should be read in conjunction with our Standard Terms and Conditions for Students and our Student Protection Plan (see links at the end of this Policy).

9.0 Appendices

Glossary:

Applicant. An applicant is an individual who has applied for admission to a university programme. This includes those applying for undergraduate, postgraduate, or research degrees, whether on a full-time, part-time, or distance learning basis.

Cancellation of contract. The end of your legally binding agreement with the University regarding your programme and your permanent removal from your programme.

Compensation: where we have failed to deliver any academic or non-academic service for you in accordance with our legal obligations, compensation is the amount that we decide to pay you which could cover:

any unavoidable wasted costs you have reasonably incurred (e.g. travel costs if the location of your programme has changed).

any significant disadvantage you have suffered.

any unavoidable additional costs you have reasonably incurred (e.g. travel costs if the location of your programme has changed). References to compensation will include non-financial redress, such as an apology or goodwill gesture or an offer of alternative learning methods if your programme cannot be delivered in the way it was originally intended.

Expulsion: this is a disciplinary sanction which, where applied, results in a student being permanently removed from his/her/their course at the University and the cancellation of the contract between the student and the University. A student who has been expelled from the University would never be permitted to study at the University again.

Interruption of Study: an interruption of study is where, with our prior agreement, you take a formal break from study for a specific period with the intention to resume study at a future date.

Programme: a programme is defined as academic study at Level 4 or above that lead to qualifications like diplomas, Bachelor's degrees, Master's degrees, PhD's or other advanced qualifications.

Legal Obligations: our legal obligations which are derived from several sources including:

our contract with you; legislation (e.g. under the Consumer Rights Act 2015 and Higher Education and Research Act 2017); the Scheme operated by the Office of the Independent Adjudicator; the Quality Code published by the Quality Assurance Agency; our Charter, Statutes, Ordinances, Rules, Procedures, Policies, and other documents that govern our activities.

Programme: the programme of study (course) for which you are registered as a student with us.

Refund: either; a repayment of tuition fees and/or other costs that you have paid us for your programme; or an appropriate reduction in the amount of tuition fees and/or other costs that you will have to pay us in the future.

Suspension; the sanction of pausing your studies for a fixed period which is imposed under the Student Misconduct Procedure. This is distinct from the situation where we temporarily pause your studies pending the outcome of a disciplinary hearing related to an allegation of serious misconduct. Suspension in this case is a neutral

act, but restrictions may apply, e.g. access to the campus may not be permitted and IT facilities may be withdrawn.

Relevant Links:

1. Student Complaints Procedure
2 Student Terms and Conditions
3. Student Protection Plan
4. Office of the Independent Adjudicator