

## Student Refund and Compensation Policy

### Purpose

This policy sets out our arrangements for refunds and compensation for affected students (and applicants) where it is not possible for AECC University College to preserve continuation of study, and/or to meet its obligations of provision of education as it was originally intended. This policy relates to our Student Protection Plan and reflects our commitment to the student experience and to supporting our students to achieve their academic outcomes.

This policy does not deal with student (and applicant) complaints. These are dealt with under the Student Complaints Policy for all students enrolled on courses, and the Admissions Complaints and Appeals Policy for applicants. Both policies are available on the AECC University College website ([www.aecc.ac.uk](http://www.aecc.ac.uk)). Further advice can be obtained from the Academic Registrar ([registry@aecc.ac.uk](mailto:registry@aecc.ac.uk)).

### 1. General Principles

- 1.1 AECC University College will refund students who are eligible for a refund of tuition fees under the terms of this Policy automatically. Students who do not receive a refund that they consider they are entitled to have the right to complain under the Student Complaints Policy within **3 months** of the event that the student considers entitles them to a refund.
- 1.2 All compensation claims must be made within 3 months of the event that the student considers entitles them to compensation.
- 1.3 Where students transfer to alternative courses at AECC University College, any bursaries offered to them as a condition of offer will be maintained throughout their studies.

### 2. If we close a course of study

- 2.1 In most cases, a student will either complete their course of study in a teach-out period, or transfer (with accumulated credits either in full or in part) to another programme either at AECC University College or at another provider. In these cases, there will be no refund of tuition fees for completed years of study.
- 2.2 Where a course is closed part way through an academic year, tuition fees for that year will be refunded for directly affected students. These tuition fees will be refunded in full (i.e. for the entire academic year in which the course closes). Any tuition fees paid for subsequent years of study will also be refunded in full.
- 2.3 In cases where an interim award cannot be granted and where either continuation of study or transfer is not possible, or in cases where accumulated credits in full or part cannot be transferred to another course of study, AECC University College will consider a student's application for refund of total fees paid to date. In considering the application, evidence must be provided by the student that all reasonable efforts have been made to minimise their loss, and that no possibilities for continuation of their studies exist that they could reasonably take advantage of.
- 2.4 No compensation will usually be paid either for out-of-pocket expenses incurred by the student including maintenance and accommodation costs, or to recompense for any material disadvantage to the student including lost time. However, in cases where closure of the course of study directly causes a student exceptional and immediate hardship, we will consider claims on a case-by-case basis, and up to a maximum of £1,000 per student.
- 2.5 Refund of tuition fees will be made direct to the source of these fees (e.g. self-funding, Student Loan Company, sponsor).

2.6 Students in receipt of bursaries up to the time of closure of a course of study will not be required to repay these to the institution.

### 3. If we make changes to a course, including teaching staff and resources, course content, academic policies and regulations

3.1 There will be no refund of tuition fees as a result of changes made to a course of study. No compensation will be paid as a result of changes made to a course of study.

### 4. If we are unable to deliver a course in a specific location

4.1 If we need to move delivery of a course or part of a course of study off-site from our campus in Bournemouth, we will provide transport from our campus in Bournemouth to the new site(s) free of charge. If this is not feasible or possible (in the opinion of AECC University College), we will reimburse the lower of the reasonable travel costs between the campus in Bournemouth and the new site(s), and reasonable travel costs between the student's usual term time accommodation and the new site(s).

4.2 In cases where a student is unable to continue their course of study because of relocation of delivery and where an interim award cannot be granted, AECC University College will consider an application for refund of total tuition fees paid to date. In considering the application, evidence must be provided by the student that all reasonable efforts have been made to minimise their loss, and that no possibilities for continuation of their studies exist that they could reasonably take advantage of.

4.3 No compensation will usually be paid either for out-of-pocket expenses incurred by the student including maintenance and accommodation costs, or to recompense for any material disadvantage to the student including lost time. However, in cases where the change in location directly causes a student exceptional and immediate hardship, we will consider claims on a case-by-case basis, and up to a maximum of £1,000 per student. Refund of tuition fees will be made direct to the source of these fees (e.g. self-funding, Student Loan Company, sponsor).

4.4 Students in receipt of bursaries up to the time of change in location of a course of study will not be required to repay these to the institution.

4.5 For courses where a specific contractual agreement covers delivery off-site from our campus in Bournemouth, if we are unable to deliver the programme at this site then the terms and conditions of the contractual agreement between the student and AECC University College will apply. Potential students are made aware of these contractual arrangements as part of their offer letter before starting their course of study.

### 5. If we close the University College

5.1 In most cases, a student will either complete their course of study in a teach-out period, or transfer (with accumulated credits either in full or in part) to another provider. In these cases, there will be no refund of tuition fees for completed years of study.

5.2 Where the University College closes part way through an academic year and teach-out is not possible, tuition fees for that year will be refunded. These tuition fees will be refunded in full (i.e. for the entire academic year in which the institution closes). Any tuition fees paid for subsequent years of study will also be refunded in full.

5.3 In cases where transfer is not possible, or in cases where accumulated credits in full or in part cannot be transferred to another course of study, AECC University College will consider a student's application for refund of total fees paid to date. In considering the application, evidence must be provided by the student that all reasonable efforts have been made to minimise their loss, and that no possibilities for continuation of their studies exist that they could reasonably take advantage of.

5.4 No compensation will usually be paid either for out-of-pocket expenses incurred by the student including maintenance and accommodation costs, or to recompense for any material disadvantage to the student including lost time. However, in cases where closure of the University College directly causes a student exceptional and immediate hardship, we will consider claims on a case-by-case

basis, and up to a maximum of £1,000 per student.

- 5.5 Refund of tuition fees will be made direct to the source of these fees (e.g. self-funding, Student Loan Company, sponsor).
- 5.6 Students in receipt of bursaries up to the time of closure of the University College will not be required to repay these to the institution.

## **6. If we lose the power to award degrees**

- 6.1 We would seek to establish a validating agreement with another HE provider and would work with the Office for Students to identify a way that our students could receive interim awards for their studies to date.
- 6.2 There will be no refund of tuition fees for completed years of study.
- 6.3 If we lose powers to award degrees part way through an academic year and no validating or other agreement allowing continuation of study can be reached, tuition fees for that year will be refunded. These tuition fees will be refunded in full (i.e. for the entire academic year in which powers to award degrees are lost). Any tuition fees paid for subsequent years of study will also be refunded in full.
- 6.4 Refund of tuition fees will be made direct to the source of these fees (e.g. self-funding, Student Loan Company, sponsor).
- 6.5 No compensation will usually be paid either for out-of-pocket expenses incurred by the student including maintenance and accommodation costs, or to recompense for any material disadvantage to the student including lost time. However, in cases where the loss of our power to award degrees directly causes a student exceptional and immediate hardship, we will consider claims on a case-by-case basis, and up to a maximum of £1,000 per student.
- 6.6 Students in receipt of bursaries up to the time of the loss of our Tier 4 licence will not be required to repay these to the institution.

## **7. If we are de-designated for student support purposes and where affected students<sup>1</sup> decide not to continue with their course of study and withdraw from the programme**

- 7.1 There will be no refund of tuition fees for completed years of study. However, where applicable, interim awards will be granted.
- 7.2 If de-designation occurs part way through an academic year and the student is unable to continue their course of study and withdraws, tuition fees for that year will be refunded. These tuition fees will be refunded in full (i.e. for the entire academic year in which de-designation occurs). Any tuition fees paid for subsequent years of study will also be refunded in full. Refund of tuition fees will be made direct to the source of these fees (e.g. self-funding, Student Loan Company, sponsor).
- 7.3 No compensation will usually be paid either for out-of-pocket expenses incurred by the student including maintenance and accommodation costs, or to recompense for any material disadvantage to the student including lost time. However, in cases where de-designation directly causes a student exceptional and immediate hardship, we will consider claims on a case-by-case basis, and up to a maximum of £1,000 per student.
- 7.4 Students in receipt of bursaries up to the time of de-designation of the University College will not be required to repay these to the institution.

## **8. If we lose our Tier 4 licence and where affected students<sup>2</sup> decide not to continue with their course of study and withdraw from the programme**

- 8.1 This section only applies to students who require the institution to hold a Tier 4 licence.

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<sup>1</sup> Eligible EU/UK students in receipt of tuition fee and maintenance loans

<sup>2</sup> Students from outside UK/EU and EEA region

- 8.2 We would seek to transfer students to another appropriate HE provider and, where appropriate, interim awards will be awarded.
- 8.3 There will usually be no refund of tuition fees for completed years of study. However, in cases where the transfer of an affected student is not possible, or in cases where accumulated credits in full or in part cannot be transferred to another course/provider of study, AECC University College will consider a student's application for refund of total fees paid to date. In considering the application, evidence must be provided by the student that all reasonable efforts have been made to minimise their loss, and that no possibilities for continuation of their studies exist that they could reasonably take advantage of.
- 8.4 If we lose our Tier 4 licence part way through an academic year, tuition fees for that year will be refunded to directly affected students. These tuition fees will be refunded in full (i.e. for the entire academic year in which our Tier 4 licence is lost). Any tuition fees paid for subsequent years of study will also be refunded in full to affected students.
- 8.5 Refund of tuition fees will be made direct to the source of these fees (e.g. self-funding, Student Loan Company, sponsor).
- 8.6 No compensation will usually be paid either for out-of-pocket expenses incurred by the student including maintenance and accommodation costs, or to recompense for any material disadvantage to the student including lost time. However, in cases where the loss of our tier 4 licence directly causes a student exceptional and immediate hardship, we will consider claims on a case-by-case basis, and up to a maximum of £1,000 per student.
- 8.7 Students in receipt of bursaries up to the time of the loss of our Tier 4 licence will not be required to repay these to the institution.
9. **If we lose PSRB (Professional Statutory Regulatory Body) accreditation for a course and where affected students decide not to continue with their course of study and withdraw from the programme**
- 9.1 There will be no refund of tuition fees or maintenance costs as we will continue to offer a validated programme.
- 9.2 No compensation will be paid either for out-of-pocket expenses incurred by the student including maintenance and accommodation costs, or to recompense for any material disadvantage to the student including lost time.
10. **Publicising the Refund and Compensation Policy**
- 10.1 The Refund and Compensation Policy is publicised to current and future students through the institutional website and Moodle (student Virtual Learning Environment (VLE)), alongside our Student Agreement (terms and conditions). It is publicised to staff through the staff portal.

Version:	1.0
Approved by:	Senior Management Group
Originator/Author	Executive Group
Policy Owner	Executive Group
Reference/ source	Internal; national guidance; equivalent documents at other HEIs; legal advice; OfS input
Date approved	
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Review date	annual
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Policy location	SIP/VLE/latest policies web page