

Higher Education Refund and Compensation Policy

1. Purpose of College Policy and National Context

- 1.1 The purpose of this policy is to outline the circumstances, in which City of Portsmouth College (CoPC) would make a refund against tuition fees paid by students on HE programmes. The policy also sets out the precise situations that might lead to the payment of compensation to students.
- 1.2 The policy 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. It is, however, not intended to be used to resolve academic disputes relating to student success as a separate policy exists to cover this issue.
- 1.3 The funding and regulation of Higher Education in England changed in April 2018 when the Office for Students (OfS) came into being, combining the former regulatory functions of both 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.
- 1.4 In order to register with the OfS, HE providers are asked to produce a Student Protection Plan to confirm the support available to students should the College no longer be in a position to preserve continuation of study. The details in this policy contribute to that requirement by outlining the procedures in place to refund tuition fees and other costs to students in such an eventuality and to provide compensation as necessary.
- 1.5 City of Portsmouth College aims to deliver high quality Higher Education programmes that meet the needs of students, employers, and the wider community. The maintenance of quality for all aspects of the College's HE provision is led by the Deputy Principal and CEO Curriculum and Quality and the Director of HE. They work with Vice Principals and Learning Area Managers to ensure that all HE programmes meet the requirements of the College's HE awarding bodies, including Pearson and the University of Portsmouth, as well as the Office for Students, the Office for the Independent Adjudicator (OIA) and the Competition and Markets Authority (CMA).

2. Refunds

- 2.1 City of Portsmouth College seeks to provide students with as much clarity as possible about the content of their Higher Education programme prior to the commencement of each academic year, including the location of their studies and timetable, and aims to keep changes to programmes of study that result in disruption to students during the academic year to an absolute minimum. In this respect, the College will ensure that there are timely communications with both existing and prospective students, and where appropriate their parents/guardians and/or their employers.

- 2.2 This policy applies to all students, irrespective of the funding arrangements for their HE course, including:
- Students in receipt of a tuition fee loan from the Student Loans Company
 - Students who pay their own tuition fees
 - Students whose tuition fees are paid by an employer or another sponsor
- 2.3 Refunds will be made to students, if it becomes necessary to close a course due to insufficient numbers or where the attendance of students is made impossible or inappropriate by the direct action of the City of Portsmouth College. If the College is obliged to cancel a course, students who have made any payment at that point will be given a full refund and no administration fee will be charged. In such circumstances, refunds will be processed as part of standard procedures; there should be no need to contact the College in order to request the repayment.
- 2.4 Where a refund is applicable, students will be compensated by the College for any expenditure they may have incurred prior to the course being cancelled, including any travel, accommodation or directly related maintenance costs. Such claims must be substantiated by evidence of the costs.
- 2.5 In the event of a course closure, refunds will not be paid to those students who have:
- Voluntarily left the course
 - Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor
- 2.6 Refunds will not be made for any registration fees, which have been paid to another party by the College on behalf of the student or for any course-related, personalised kits or materials that are being retained by the student.
- 2.7 Fees will not be refunded where course closure is temporary or due to circumstances beyond our 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.
- 2.8 The College will also honour requests for a refund made in writing within 14 days of enrolment, where a student or their sponsor changes their mind, and they withdraw from the HE programme.
- 2.9 All requests for reimbursement, whether as above or for other reasons, should be addressed to the Chief Operating Officer at CoPC and sent by email to: maria.vetrone@copc.ac.uk
- 2.10 Refund requests of a personal nature – e.g. withdrawal due to certified prolonged sickness – should offer evidence and a full explanation as to why the student believes a refund should be considered. Whilst it is unlikely that the College will be able to accommodate such requests after the 14-day enrolment period, a credit note may be issued in exceptional circumstances as a gesture of goodwill.
- 2.11 The credit note will be restricted to the named student/ employer, has a time limit of twelve months for redemption and does not have a cash equivalent. Where a refund or credit note is agreed, an administration fee may be charged. This does not apply to course closures.
- 2.12 To raise an issue or problem with a particular HE course, the CoPC Complaints Procedure should be followed. Financial compensation / refund will not usually be seen as the appropriate response to a complaint, and it is unlikely that most issues will be resolved in this way.

- 2.13 Where a complaint has been upheld, alternatives to financial compensation might include an apology or goodwill gesture, an offer of alternative learning methods, if the course cannot be delivered in the way it was originally intended or, in particular circumstances, repeat delivery of the relevant course element might also be offered.
- 2.14 If a refund is agreed through either course closure, withdrawal within the 14-day period or as a result of an investigation through the CoPC Complaints Procedure, the following process applies:
- Where the original payment method was by cheque, refunds will be by cheque.
 - Where the original method was by cash, refunds will be made by cheque as the College does not hold large cash sums in line with regulations to prevent money laundering.
 - 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 we are 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 Loan Company, any refund will be made directly to the Student Loan Company, who will reclaim fees as a result of the College completing a change of fee notification. The Student Loan 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.
- 2.15 Any refund made for reasons of overpayment by a student will be subject to a minimum ten working day clearance period.

3. Transfers

- 3.1 The following table shows the rules that would apply in the case of an HE student from the City of Portsmouth College making a transfer to another programme in the case of a course closure:

Transfer to another OfS-regulated course at CoPC, for which a higher fee is normally charged	The difference will be paid by the College
Transfer to another OfS-regulated course with a similar tuition fee at alternative provider or CoPC	No charge is applicable
Transfer to another OfS-regulated course at an alternative provider with a higher tuition fee	The student will be liable to pay the difference between the relevant course tuition fees

4. Compensation

- 4.1 In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative OfS-regulated course, the arrangements outlined above will apply.
- 4.2 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 that are directly attributable to the non-preservation of continuation of study.

- 4.3 The College's priority will always be to ensure that students receive the educational experience outlined in course information. Where it is concluded, following an investigation through the CoPC Complaints Procedure, that this level of service has not been maintained, appropriate financial or other compensation may be offered.
- 4.4 The College is cognisant 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 £500
Substantial	Between £501 and £2,000
Severe	Between £2,001 and £5,000

- 4.5 The amounts outlined in the above table are only indicative and any compensation payments will be determined by the specific circumstances applicable to the student. Payments in excess of £5,000 will only be considered in exceptional circumstances.

Moderate:

- An act or omission of the College which has caused some distress and inconvenience in the short term (e.g. less than 6 months)
- Moderate delays (i.e. less than 6 months) or other procedural irregularities on the part of the College where evidence suggests 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 6 months).
- Substantial mishandling of the complaint by the College which has resulted in or caused substantial delay (e.g. more than 6 months) that is considered to be unreasonable or avoidable and where evidence suggests 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 it is clear that there has been material disadvantage to a student as a result of the College's acts or omissions, but a practical remedy is inappropriate or impossible

- 4.6 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, as appropriate, insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified.