

# HE Refund and Compensation Policy

# HE REFUND AND COMPENSATION POLICY



## Refund and Compensation Policy

The College recognises that there are circumstances in which it is fair and reasonable to refund students for fees paid and, in some rare circumstances, to pay additional compensation. This policy outlines these circumstances.

The College requires students to sign a Learning Agreement at the commencement of their course.

This Agreement commits the Student (or their sponsor where relevant) to pay for the course fee stated in the Agreement. However, there are exceptions and special circumstances. These are outlined below.

### ***For students who are funding their course fees directly or through a sponsor***

As outlined in the College's Higher Education Fees and Finance Policy, Students become liable for each year's tuition fees in three incremental stages during the course of their year of study as outlined in the table below.

<b>Student starting in Semester A</b>	<b>Amount due</b>
Until 5 October 2020	No fee liability
From 5 October 2020	25% of tuition fees
18 January 2021	50% of tuition fees
19 April 2021	100% of tuition fees
<b>Students starting in Semester B</b>	<b>Amount due</b>
Until 1 February 2021	No fee liability
From 1 February 2021	25% of tuition fees
3 May 2021	50% of tuition fees
9 August 2021	100% of tuition fees
<b>Barnfield Students on University of Bedfordshire programmes</b>	<b>Amount due</b>
28 September 2020*	25% of tuition fees
25 January 2021	50% of tuition fees
19 April 2021	100% of tuition fees

Where a student has withdrawn, and has overpaid their fees in relation to the above table, the College will refund the student the difference within 28 days of the withdrawal date.

For students in receipt of a tuition fee loan from the Student Loans Company

- For each academic year, tuition fees are paid by the Student Loan Company in three components each year as follows:
  - First instalment: Once they have fully registered onto their course, provided that their application is fully approved and the declaration has been returned
  - Second instalment: Four months after the course start date
  - Third instalment: Seven months after the course start date

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- A student with an approved tuition fee loan is deemed to have an obligation to the SLC rather than the College, for all tuition fees relating to that loan. As such, unless the conditions covered in the General section below applied, the College would neither make any refund to, nor demand payments directly from, such a student in relation to their tuition fees

## General

### ***Payment of additional travel costs for students affected by a change in the location of their course***

It is highly unlikely that the College would ever change the location of a course after it has started. However, should this ever occur, and there was no similar provision being delivered at the same location, the College would reimburse any additional reasonable travel costs incurred by students as a result of the change.

### ***Compensation where the College does not complete the delivery of a course it has started***

The College is fully committed to complete the delivery of all courses it starts, and will use best endeavours to ensure this occurs. In the extremely unlikely event that this is not possible for any reason, the College would use best endeavours to identify a suitable similar course at a different provider. If this were to occur, the Student would be expected to transfer to the new course, whereupon the College would pay any additional tuition costs, and reimburse any additional reasonable maintenance or travel costs incurred as a result of the change.

If a suitable similar course at a different provider cannot be found, the College would refund the Student all Tuition Fees paid to date and waive any future Tuition Fee liabilities. Furthermore, it would compensate the Student for travel or other associated out of pocket expenses incurred associated with engagement with the course. In this case, the Student should present details of their compensation case to the College's Deputy Principal, Director of Finance and Assistant Director for Student Administration and Exams who would adjudicate and authorise any compensation.

### ***Bursary Funds***

The College has a Discretionary Learning Support and Bursary Policy which covers its bursary payments. Where a bursary has been agreed, the College is fully committed to honouring the associated payments in accordance with the Policy's rules.

### ***College Funds***

The College maintains a Reserves Policy within its Financial Regulations which requires it to plan to maintain minimum cash balances of £3.5m at any point. This would be more than sufficient any potential refunds or compensation covered by this Policy.

Date of Issue	Authorised by
September 2020	CLG

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