

HIGHER EDUCATION REFUND & COMPENSATION PROCEDURE		
<b>Lead:</b> Steve Mulligan		<b>Status:</b>
<b>Version:</b> 1		<b>Date of Version:</b> September 22 <sup>nd</sup> 2023
<b>Approving Body:</b> Executive Team Higher Education Quality and Standards		<b>Supersedes:</b> N/A
<b>Approved on:</b>		<b>Next Review date:</b> September 22 <sup>nd</sup> 2024
Equality analysis tool <sup>1</sup>		
1.	Is the policy relevant to the public sector equality duty?	No
2.	Have any concerns previously been raised about this policy or practice?	No
3.	Is likely to result in discrimination against a protected group?	No
4.	Does this policy positively contribute to the participation of under-represented groups in the College's activities?	No
Version Control		
Version	Date	Change(s)
Access		
Location	Yes	
Service Centre	No	
Document Centre	Group Shared Drive	
Public Website	Selby College, Wakefield College	
Communication		
Medium	Audience	
HE Quality and Standards Committee	All staff who are responsible for the delivery of Higher Education. All Higher Education students.	

## Appendix One: Screening Tool

### Public sector equality duty

**Name of the policy HIGHER EDUCATION REFUND & COMPENSATION PROCEDURE**

<sup>1</sup> If the answer to any of these questions is yes, please complete the Screening Template provided and include as an Appendix to your policy.

Author(s): Steve Mulligan

<b>Author(s) of Equality Analysis:</b>
Name: Steve Mulligan
Job title: Head of Higher Education
Date: 22 <sup>nd</sup> September
Signature: 

### **1. What are the main aims, purpose, and outcomes of the policy?**

The purpose of this HN Assessment Policy is to ensure that staff and learners on Higher National programmes are fully aware of the criteria and standards against which learner progress and success will be judged.

### **2. Will these aims affect our duty to:**

	<b>Yes / No</b>	<b>How?</b>
Advance equality of opportunity?	No	
Eliminate discrimination?	No	
Eliminate harassment?	No	
Foster good relations between people from different groups?	No	
Tackle prejudice and promote understanding between people from different groups?	No	

### **3. What aspects of the policy, including how it is delivered, or accessed, could contribute to inequality?**

None

### **4. Will the policy have an impact (positive or negative) upon the experience of people, including those who share a protected characteristic?**

#### **4.1 Please complete the following table:**

Protected characteristic	Meet needs of people with this characteristic	Encourage participation (if under-represented)	Remove or minimise disadvantages	Possible negative impact
Race	✓	✓	✓	No
Gender	✓	✓	✓	No
Disability	✓	✓	✓	No
Religion / belief	✓	✓	✓	No
Sexual orientation	✓	✓	✓	No
Gender reassignment	✓	✓	✓	No
Pregnancy /maternity	✓	✓	✓	No
Age	✓	✓	✓	No
Marriage / civil partnership*	✓	✓	✓	No

**Evidence:**

**4.2 In addition, please consider whether this policy may indirectly discriminate against young adult carers (16-24). Although not a legally protected group, this group often suffers disadvantage due to their caring responsibilities and we have a moral duty to protect them.**

**Evidence:** N/A

**4.3 What different needs, experiences or attitudes are particular communities or groups likely to have in relation to this policy?**

None

### **Declaration**

The policy does not have a significant impact upon equality issues and therefore does not require any further action.

**Author(s) of Equality Analysis:**

Name: Steve Mulligan

Job title: Head of Higher Education

Date: 22<sup>nd</sup> September

Signature:





## **Heart of Yorkshire Education Group**

Date – 22<sup>ND</sup> September 2023

Completed by - Steve Mulligan

### **HIGHER EDUCATION REFUND & COMPENSATION PROCEDURE (NON-CONTINUATION OF STUDY)**

This document must be read in conjunction with the Heart of Yorkshire Education Groups ('the Group') Course Fee, HE Withdrawal or Suspension of Programmes of Study Policy and Higher Education Complaints Procedure. It is applicable only to students studying a higher education qualification (either as a stand-alone qualification, or as part of a higher apprenticeship).

#### **1. Scope**

This policy applies to all students on Higher Education (HE) programmes at the Group. The Group currently have provision with the following four awarding bodies: The University of Hull, University of Huddersfield, Leeds Beckett University and Pearson. This policy applies to all students, where the awarding body devolves policy on these matters to the Group, or is otherwise silent.

#### **2. Purpose**

- 2.1 The policy is not intended to be used to resolve academic disputes, but rather to provide a clear framework of the circumstances under which the Group may consider making compensation payments to students (or in cases where they are funded by their workplace, their employer).
- 2.2 The Office for Students (OfS), the regulatory body for higher education in England from April 2018, requires the Group to have in place a Student Protection Plan. Included in the plan is information about this policy, and its measure to either refund tuition fees or to provide compensation where necessary, if the Group is no longer able to preserve continuation of study.
- 2.3 Universities UK gives the definition of a refund as, '*to the repayment of sums paid by a student to the Group or an appropriate reduction in the amount of sums owed in future by the student to the university. This could include tuition fees, other course costs, or accommodation costs.*' They define compensation as relating to '*some other recognisable loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for waste out-of-pocket expenses they have incurred, which were paid to someone other than the Group (such as travel costs) or (b) an amount to recompense for material disadvantage to the student arising from a failure by the Group to discharge its duties appropriately.*'

- 2.4 The Group's Higher Education Quality and Standards Committee (HEQS) is responsible for the oversight and maintenance of all aspects of the quality of the Group's Higher Education Strategy and higher education curricula to ensure that it meets the requirements set by validating partners, franchise partners and awarding bodies, the OfS, the Office for the Independent Adjudicator (OIA), the Quality Assurance Agency (QAA) and the Competition and Markets Authority (CMA).
- 2.5 All refund requests will be subject to approval by the Executive Director Finance & Resources, who will make any such decision following discussions with the Director of Higher Education about each individual case.

### **3. Refunds**

- 3.1 The Group will provide all enrolled HE students, and all potential students who have demonstrated an interest in a HE programme, by a formal application (either via UCAS or a direct application). This will contain as much clarity as is possible around the content of their programme, the location of their studies and their proposed timetable prior to the formal commencement of their studies, each academic year.
- 3.2 If, at any time during a student's period of studies, a policy or strategy produced by the Group has the potential to impact upon a student's academic experience, the Group will ensure that timely communications take place with existing and potential students and, where applicable, their employers.
- 3.3 This policy is applicable to all of the Group's HE students, irrespective of their funding arrangements, which may include:
  - Tuition fees loans from the Student Loans Company
  - Self-funding
  - Funding by an employer or other sponsor
  - Higher Apprenticeship
- 3.4 Where a programme of study must close due to insufficient numbers or due to actions of the Group, refunds will be made as part of the standard procedures relating to programme closure and a student should not have to contact the Group to arrange this. A student will not be eligible for a refund under the following circumstances:
  - Where they have voluntarily withdrawn from the programme of studies
  - Where they have not attended their programme for a period of four weeks prior to closure and have not agreed this period of absence, in writing, with their programme leader or relevant Head of Curriculum
- 3.5 Refunds will not be made for any personalised kit or materials which is retained by the student, nor for any registration fees paid by the Group to another party on behalf of the learner. The Group will honour requests for a refund made in writing within 7 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study. Short courses of less than one month are excluded from this caveat. Any such requests should be made to the finance team.
- 3.6 A request for withdrawal which takes place after the 7-day period will be subject to fee charges as per Section B of the Terms of Enrolment. Fees will not be refunded where the

programme closure is temporary in nature, or where it is due to circumstances beyond the control of the Group (this includes, but not exclusively, 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).

- 3.7 An administrative charge may be deducted from any refund payable, other than where the actions of the Group have led to course closure
- 3.8 For a refund request in response to an issue or problem with a programme of study, the Group's HE Complaints Procedure should be followed. This can be accessed either on the relevant Group site's public website. The Complaints procedure will be followed by the Group and if an issue or problem raised by a student is substantiated, a student may receive a refund if this is deemed to be an appropriate solution. This decision will be subject to the authorisation of the Executive Director Finance and Resources, or his nominee. If the claim is not substantiated, the HE Complaints Procedure incorporates an appeals process which a student may implement.
- 3.9 It should be noted that a refund is not always the most appropriate resolution to a complaint and it is unlikely that most issues will be resolved in this way. Alternatives to a refund which are deemed suitable may be an apology, a goodwill gesture, repeat delivery of relevant elements of the programme or an offer of alternative learning methods.
- 3.10 Refund requests of a personal nature should be addressed to the Director of Higher Education giving a full explanation as to why a student believes a refund should be considered. Whilst it is unlikely that the Group will be able to accommodate any such request after the 7-day enrolment period, a credit note may be issued under exceptional circumstances as a gesture of goodwill. The credit note will be restricted to a named student or named employer and will have a time limit of twelve months. The credit note will not have a cash equivalent.
- 3.11 Where a refund or credit note is issued, the Group retains the right to apply an administration charge. This administrative charge will not be applicable to course closure refunds
- 3.12 If a refund is agreed either through course closure, within the 7-day enrolment period, or as a result of an investigation under the HE Complaints Procedure, the following refund process will apply:
  - Where the original payment method was be cheque, refunds will be by bank transfer. Student will be contacted to obtain bank details.
  - Where the original payment method was by cash, refunds will be made by bank transfer (the Group does not hold large sums of money and adheres to money laundering regulations relating to the handling of cash). Student will be contacted to obtain bank details.
  - Where the original payment was by credit or debit card, the refund will be made back to the same card. Student will be contacted to process refund.
  - Where the payment was made directly into the bank, a refund will be made to the account from which the original payment was received. Student will be contacted to obtain bank details.

- Where the original payment was received from the Student Loan Company, refunds will be made to the Student Loan Company who will reclaim fees as a result of the Group completing a change of fee notification. The Student Loan Company will 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 or other sponsor, refunds will be returned to the employer or sponsor by the same payment method.

3.13 Any refund made as a result of overpayment will be subject to a minimum ten day clearance period

#### 4. Transfers

4.1 Where a student transfers, the following rules apply:

- If the student transfers from a course the Group has closed to an alternative higher fee OFS fundable programme offered by the Group, the difference will be paid by the Group
- If the student transfers to an OFS fundable programme with the same tuition fee within the Group, no charge will be made
- If the student decides to transfer from an OFS fundable Group course to another OFS fundable Group course with a higher fee, then the student will be responsible for the difference in fees.

#### 5. Compensation

5.1 In the event that circumstances arise which prevent the continuation of study and it becomes necessary for a student to transfer to a new programme of study, the provisions of paragraph 3.13 will apply.

5.2 The Group will consider appropriate compensation for additional travel or other costs directly attributable to programme closure, which is necessary as a result of action by the Group.

5.3 The Group strives to ensure that each enrolled higher education student receives the education experience outlined in the Group's course information. If an investigation instigated by virtue of the HE Complaints Procedures concludes that this is not the case, the Group may offer appropriate financial or other compensation.

5.4 OIA guidance on considering the appropriateness of compensation payments to higher education students for distress and inconvenience indicates the following as appropriate levels:

<b>Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students</b>	
Level of Distress and Inconvenience	Indicative Compensation
Moderate	Up to £300
Substantial	Between £301 and £1250
Severe	Between £1251 and £3000

The Group will utilise these guidelines however, it should be noted that these are indicative only and any compensation payments made will be determined by the individual student's

circumstances. Payments over £3000 will only be considered under exceptional circumstances.

A moderate level of distress and inconvenience would be:-

- An act or omission of the Group which has cause 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 Group where there is evidence to suggest that the student suffered material disadvantage

A substantial level of distress and inconvenience would be:-

- An act or omission of the Group which has cause some distress and inconvenience in the long term (e.g. more than 6 months)
- Substantial mishandling of the complaint by the Group which has resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) where there is evidence to suggest the student suffered material disadvantage

A severe level of distress and inconvenience would be:-

- Cogent and contemporaneous evidence to suggest that as a result of the Group's acts or omissions the student has suffered ill health
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the Group's internal process resulting in material disadvantage to the student
- Where there has been a clear material disadvantage to a student as a result of the Group's acts or omissions, but a practical remedy is inappropriate or impossible

## **6. Financial Implications of Refund and Compensation Policy**

The Group will incorporate provision 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, where appropriate and insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified.