



Document Administration

Document Title:	Refund and Compensation Policy
Document Category:	Policy
Version Number:	2.1
Status:	Approved
Reason for development:	The purpose of this policy is to provide guidance to staff and students on when refunds and compensation may be considered appropriate.
Scope:	All Students
Author / developer:	Head of Finance
Owner	Chief Operating Officer
Assessment: (where relevant)	<input checked="" type="checkbox"/> Equality Assessment <input checked="" type="checkbox"/> Information Governance <input type="checkbox"/> Legal <input type="checkbox"/> Academic Governance
Consultation: (where relevant)	<input type="checkbox"/> Staff Trade Unions via HR <input checked="" type="checkbox"/> Bishop Grosseteste University Students' Union <input type="checkbox"/> Any relevant external statutory bodies
Authorised by (Board):	University Council
Date first authorised:	8 May 2018
Date current version authorised:	24 March 2021
Date current version effective from:	March 2021
Date next review due to commence:	March 2024
Document location:	University Website
Document dissemination / communications plan	Policy to be made available on University Website and student portal.
Document control:	All printed versions of this document are classified as uncontrolled. A controlled version is available from the website.
Alternative Format	If you require this document in an alternative format please contact governance@bishopg.ac.uk

Please note, this document remains valid until formally revoked or replaced by the University

BISHOP GROSSETESTE UNIVERSITY

Refund and Compensation Policy

1. Introduction

This policy sets out how the University calculates refunds and reductions to fees if you have enrolled on a programme of study, or course.

2. Tuition Fee Refunds and Charges

You should inform the University as soon as possible and before the start of term if applicable/possible, if you wish to claim a reduction or cancellation of tuition fees, or a refund of payments for the following reasons:

- Leaving the course without completing the full study programme.
- Not starting or attempting the course or programme.
- Interrupting your study.
- Returning from an interruption of study.
- Transferring to another programme within the University.
- Transferring to another university or teaching establishment.

The University will tell you if you are eligible for a refund and calculate your refund or your continuing fees.

There may be cases where circumstances are beyond your control; these are known as 'extenuating circumstances'. If you believe you have extenuating circumstances, your request in writing together with any supporting documentation needs to be sent to the Faculty Administration office.

For details of the University's charges, please refer to [Tuition Fee Register, Charges and Student Debt Policy](#). The published tuition fees apply to specified start dates. Tuition fees may increase for subsequent start dates. If you defer your start date or restart a course having been withdrawn, you will normally be charged the tuition fees that apply to the new start date.

Financial compensation will not always be an appropriate response to complaints, and most issues are unlikely to be resolved in this way. Bishop Grosseteste University will strive to ensure that students receive what was promised from their degree and university experience. Alternatives to financial compensation might include an apology or goodwill gesture, or an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended.

When is a refund due?

- Prior to the course commencing, if an applicant cancels their place within the 14-day cooling off period pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which is normally applicable following acceptance of the offer and enrolment, any tuition fees and deposits already paid will be returned in full.

- If a student withdraws from a course within two weeks of the course start date, the University will cancel all tuition fees in full and will return any fees paid (including any deposit) in advance to the person or organisation that originally made the payment (**This does not apply to students studying single modules or short courses**).
- A full refund is given if the University cancels the chosen course of study and cannot offer a suitable alternative.
- Where exceptional circumstances apply which, as a matter of fairness, require the University to refund all or part of the tuition fees paid.

Refunds may also be awarded in the event of a default by the University due to the following circumstances:

- when the University does not offer a programme or course on the advertised start date.
- when the University terminates a course after the start date and before the completion date.
- when the University does not provide a programme or course as advertised, due to circumstances beyond its control. This is subject to any mitigation arrangements entered into by the University, and prior knowledge of students or potential students of the risk that the programme or course may not proceed wholly as advertised.

Refunds **will not** be given in the following circumstances:

- For International students, if the UKVI has cancelled a visa as a result of a breach of visa conditions, or if a visa application is refused by the UKVI because the UKVI concluded that the application was made using falsified documents.
- For International students where the UKVI or the University has determined that fraudulent documents are used or submitted at any other stage of the process including at the time of application or enrolment.

Any requests for refunds from home/EU students should submit their claim to the Finance Office for approval to: accounts@bishopg.ac.uk.

In line with its obligations under [UK Money Laundering legislation](#), the University is unable to make any refunds in cash. The University also reserves the right to refuse or reject any financial transaction where the University is unable to identify or trace the origin of the payment made.

Please note that if the University needs to make a refund funds will be returned to the person or organisation that originally made the payment or their authorised representative. This means that student fees paid by sponsors, parents, or any other individual (apart from the student) cannot be refunded to the student.

Where claims for refunds are approved, refunds will be processed within 30 working days of Finance receiving the request.

The University reserves the right to deduct overdue fees or charges that you have not paid from any refund due to you. Where this is the case the University will use the refund to pay the oldest unpaid debts first.

This policy does not cover the following:

- University Accommodation fees.
- Purchases made from the Online Store.

University accommodation forms a separate contractual arrangement. However, if a student withdraws from the University, accommodation fees will be refunded pro-rata.

3 Term Dates and Refund Categories

The University will confirm if you are eligible for a refund and calculate your refund based on when you withdraw from the course during the academic year.

Based on a September start date normal tuition fees for Undergraduate and Postgraduate courses are charged as follows:

- 25% of the fees are due during Liability 1 (from the beginning of the course year until the 31 December).
- 25% of the fees are due during Liability 2 (from 1 January to 31 March).
- 50% of the fees are due during Liability 3 (from 1 April until the end of the course year).

You are classed as being liable for tuition fees if you are enrolled during that period. The full charge is made for that period, regardless if you have been enrolled for one week (or part thereof) or the whole period.

For example, if you intercalate or withdraw between the 1st and 2nd Liability points, you will be responsible for 25% of the full course fees; if the intercalation or withdrawal does not take effect until the 1st week into Liability 2, you will be responsible for 50% of the full course fees. For start dates other than September and full list of programmes see Appendix A and B.

If you have withdrawn or intercalates from a course but has not submitted relevant paperwork, you will be classed as fully enrolled and charged accordingly until the official paperwork is received by Student Administration.

This tuition fee charge rule applies to you if you pay your tuition fees in any of the following ways:

- If you are self-funding paying directly or via a parent or guardian to the University.
- Students who have applied for and secured full or partial funding via the Student Loan Company (SLC), including those studying at postgraduate level where funding is confirmed.
- If you are a sponsored student funded by an employer or third-party organisation. (A sponsor is a company, government body, employer, charitable or third party non-domestic organisation; a relative, individual or friend is **not** deemed an official sponsor.)

Students on Short Courses

These are courses which do not give an award or courses that do not run longer than 15 weeks. Only in exceptional circumstances will the University consider a full credit or refund:

- if the course has started and you have taken part or started studying.

- if the University cannot recover the costs the University have incurred preparing for the course.

Students on Single Modules

If you are charged on a module-by-module basis, the rules below apply for charging, cancellations, and refunds.

If you withdraw **after** a module start date and you have attended, engaged, or taken part in the module in any way, you must pay in full for the module and will not be eligible for a refund or cancellation.

If you withdraw **before** a module start date or you have not attended, engaged, or taken part in the module in any way, the University will cancel the module charge in full and you will be eligible for a refund if you have already paid us.

4. Payment of refunds

- If the refund is approved, please allow 30 working days from requesting a refund to receiving it.
- All refunds will be calculated in UK Sterling. The University will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred.
- Where payment of tuition fees was split between more than one payee, any refund due will be made in proportion to the original split.
- Cash refunds are not made.
- Documentary evidence of sponsorship is required before any refund of personal contributions towards fees can be considered. This may include copies of award notices from funding bodies or letters from sponsors confirming details of the tuition support to be provided.
- All refunds will be paid back using the original payment method i.e. if paid by credit card, the refund where possible will be credited back to that card and if paid by bank transfer, it will be refunded back to the same bank account

5. Compensation

Should it be necessary to activate provisions under the Student Protection Plan, the University will seek to ensure that any compensation will be tailored to consider the needs of different students. Guided by the principles of the Office of the Independent Adjudicator, the University will seek to ensure that any proposed compensation returns the student to the position that they would have been in had the circumstances not occurred. Any compensation payments deemed appropriate would consider “actual financial loss”. Living expenses are normally not compensated, as the student would have to pay for general living expenses such as food and accommodation whether they were studying. Normally, you will have been through the internal complains procedure prior to considerations for compensation being awarded.

Compensation will be considered on a case-by-case basis, but may be triggered through: -

- additional travel costs for students affected by a change in the location of their course.

- maintenance costs and lost time where it is not possible to preserve continuation of study.
- tuition and maintenance costs where students have to transfer courses or provider.
- commitments to honour student bursaries.
- the University's inability to deliver material components.

The University will maintain cash reserves which would be sufficient to provide refunds and compensation for those students for whom we have identified an increased risk of non-continuation of study.

6. What can I do if I have a complaint?

If you wish to complain about our refund and compensation policies, you can follow the University's complaints procedure. Details of how to raise a complaint can be found at:

<https://www.bishopg.ac.uk/about-bgu/policies-and-procedures>

If students are not content with the proposed outcomes, they can raise the issue with the Office of the Independent Adjudicator, at <http://www.oiahe.org.uk/>.

Appendix A

Start Date	Liability Point	Period of Study	Fee Liability
September	Liability 1	From beginning of course – 31 st December	25%
	Liability 2	1 st January – 31 st March	25%
	Liability 3	1 st April – end of the programme / course year	50%
October	Liability 1	From beginning of course – 31 st March	25%
	Liability 2	1 st April – 30 th June	25%
	Liability 3	1 st July – end of the programme / course year	50%
April	Liability 1	From beginning of course – 31 st August	25%
	Liability 2	1 st September – 30 th November	25%
	Liability 3	1 st December – end of the programme / course year	50%

Appendix B

Category	Student and Fee Type	Programme or Module	Self-Funded	SLC Funded	Sponsor	Refund and Charging Policy
Two weeks No Charge Rule (Cooling off Period)	Home/EU Students and Fees	Course	•	•	•	If withdraws within 14 days cooling off period, no fees chargeable.
Undergraduate	Home/EU Students and Fees	Course	•	•	•	Based on three Liability periods. Liability 1 – 25% charged, 75% refunded Liability 2 – 50% charged, 50% refunded Liability 3 – 100% charged

Category	Student and Fee Type	Programme or Module	Self-Funded	SLC Funded	Sponsor	Refund and Charging Policy
Postgraduate (PGCE)	Home/EU Students and Fees	Course	•		•	Based on three Liability periods. Liability 1 – 25% charged, 75% refunded Liability 2 – 50% charged, 50% refunded Liability 3 – 100% charged
Postgraduate Taught Programmes	Home/EU Students and Fees	Module	•		•	Where study has commenced regardless of duration, 100% of fees are payable for each module of study started. The 14-day cooling off period does not apply to module-based studies. If the student withdraws before the module start date, no fee will be charged or refunded if paid in advance.
Doctoral Programmes	Home/EU Students and Fees	ALL	•		•	Paid in four equal instalments in November, January, March and May. Refunds based on pro-rata proportion of study completed where applicable.
International Students	International Students and Fees	ALL	•		•	£3,000 non-refundable deposit unless BGU withdraws offer of a place. Remaining full tuition fee payment prior to start of programme.
Short Courses	ALL	ALL	•		•	Defined as a course no more than 15 weeks long or non-credit bearing. Courses charged in full. The 14-day cooling off period does not apply to short courses.

Appendix C: Awarding UK End-Point Assessment Cancellation and Non-attendance

1. Purpose of this process

Awarding UK is the end-point assessment service based within Bishop Grosseteste University (BGU).

Awarding UK aims to provide a consistent approach for Learners, Employers and Training Providers in the event of an end-point assessment being cancelled or abandoned.

2. Scope

This process covers all booked end-point assessment components for all standards delivered by Awarding UK.

3. Cancellation / Non-Attendance Schedule

The Customer is the organisation that makes the booking for the EPA with Awarding UK. It could be an Employer or Training Provider.

Informed Cancellations	Cancellations made by the Customer with sufficient notice (5 working days or more before the scheduled assessment) are eligible for a full refund of the component cost listed in the contract
Late Cancellations	Cancellations made by the Customer with insufficient notice (before 5pm on the day prior to the scheduled assessment but with less than 5 working days' notice) are eligible to a refund of 50% of the component cost listed in the Contract
Non-Attendance	The Customer is not eligible for any refund where cancellation occurs after 5pm on the day prior to the scheduled assessment or where the assessment does not take place due to a no show from the Learner

4. Submission of work by Learners

If the assessment plan requires a Learner to submit work, such as a portfolio, then a deadline will be agreed for the submission date. If work is not submitted by the agreed date, then the submission date will be re-scheduled and an additional fee of the component cost (as listed in the contract) will be charged.

If the second submission date is missed this will be treated as an abandoned assessment, the related charge for the assessment component will not be refunded and the outcome will be recorded as a fail, unless extenuating circumstances apply. See the Reasonable Adjustments and Special Considerations Policy and the Gateway Considerations Document for further information on extenuating circumstances and the associated procedures.