

## Withdrawal, Refund and Compensation Policy

### Purpose of College Policy and National Context

The purpose of this policy is to set out the arrangements for the withdrawals and refund of tuition fees that apply to students or their employers on further education (including apprenticeships), higher education, community learning or commercial (full-cost) programmes. This policy also outlines the circumstances when the college may consider the payment of compensation to students or their employers. This Policy is not intended, in the first instance, to be used to resolve academic disputes relating to student success. It 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. Grantham College works with Bishop Grosseteste University who also have their own fee, refund and compensation policies for students enrolled in conjunction with them. This policy will apply to Grantham College students only, any students enrolled in conjunction with the University will be subject to their rules and regulations.

### Student Loans

Students who have applied for Student Loans will be asked to provide their loan confirmation paperwork at enrolment. Students will be asked to pay a minimum of a £50 deposit for their course and complete a direct debit form in order to enrol if their loan has not been approved and there is a delay in the loan being approved. This initial payment will be refunded once the approval notification is received minus the college administration fee.

In some cases, an additional administration or awarding body fee may be payable which is not covered by the Student Loan. Additional fees may be charged for items such as equipment, books, materials and trips. Students will also be required to pay examination re-sit fees. Students in extreme hardship may be eligible for support with the costs of fees.

### Withdrawals - Long Courses

Grantham College considers that 2 weeks is sufficient time for a student to decide whether the course meets his or her requirements on courses lasting 24 weeks or more. Where students withdraw the following fee liability applies:

- 25% fee liability for withdrawals notified during the 1st term
- 50% fee liability for withdrawals notified during the 2nd term
- 100% fee liability for withdrawals notified during the 3rd term

For example if a student withdraws between the 1<sup>st</sup> and 2<sup>nd</sup> term they will be liable for 25% of the full course fees; if the withdrawal does not take effect or is not notified until the 1<sup>st</sup> week into the second term they will be responsible for 50% of the full course fees.

Fees are not charged for the first 2 weeks of the programme if a student decides not to continue the course and withdraws using the correct procedures.

### **Withdrawals - Courses lasting 6 to 24 weeks**

Grantham College considers that 1 week/1 session is sufficient time for a student to decide whether the course meets his or her requirements. Refunds may be permissible at this time.

Full fee liability applies for withdrawals after this period.

### **Withdrawals - Short courses (less than 6 weeks)**

Full fee liability applies for withdrawal after the 1<sup>st</sup> day of the course and where instalment payments have been arranged, the full course fee will be payable.

### **Withdrawals - One day courses**

Students withdrawing from a 1 day course must give at least 48 hours notice, prior to the course start date, of their withdrawal. After this period full fee liability applies.

### **Withdrawals - Community Learning withdrawals**

Students withdrawing from Community Learning courses must give at least 48 hours notice of their withdrawal, prior to the course start date, in order to be eligible for a full refund.

Course fees may be refunded, minus a £5 administrative charge, if students fail to meet the notice period but do not start the course.

### **Withdrawals - Additional Information**

If a student has withdrawn from a course but has not submitted relevant paperwork, they will be classed as in attendance and any liability will be charged accordingly until the official paperwork is received.

Where a student returns to a course already started and withdrawn from, they will be charged for any repeat attendance.

Students withdrawing on medical grounds or because of extenuating circumstances will be treated individually on merit. Cases must be presented in writing to the Director of Planning, Funding, Information and Marketing.

### **Refunds**

The college aims to deliver a high quality further and higher education provision, in line with the requirements of students, employers, awarding bodies and, for HE programmes, the validating partner universities.

The college will provide students with as much clarity as possible about the content of their further or higher education programme prior to the commencement of each academic year and will aim to minimise changes to programmes of study which result in disruption to students during the academic year.

This policy applies to all college students, irrespective of the funding arrangements for their further or higher education programme, 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.

Refunds will be made where it is necessary to close a class due to insufficient numbers or where the attendance of students is made impossible or inappropriate by some action of the college. Should this action prove necessary, the refund will be processed as part of standard procedures, there should be no need to contact the college to request this.

In the event of a course closure, refunds will not be paid to those students who have:

- (i) Voluntarily left the course.
- (ii) Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor.

Refunds will not be made for any personalised kits or materials which are being retained by the student or any awarding body fees which have been paid to another party by the college on behalf of the student.

The college will honour requests for a refund made in writing within 14 days of the course start, where a student or their sponsor changes their mind and they withdraw from their programme of study, with the exclusion of courses shorter than 24 weeks where the conditions outlined above apply. All requests should be made to the Director of Planning, Funding, Information and Marketing. 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.

The college annual administration fee (currently £15) is not refundable unless the college closes the class. Community Learning withdrawals are actioned separately as above.

For a refund request in response to an issue or problem with your college course the Complaints and Compliments Policy and Procedures document found on the student virtual learning environment (VLE) should be followed. Initial contact should be made in writing to the Director of Planning, Funding, Information and Marketing. In each case, the student should explain in detail the issue/problem experienced and why the student believes that they are entitled to a refund. The Complaints and Compliments Policy and Procedures will be followed and if the issue/problem is substantiated the student may receive a refund if this is deemed the appropriate resolution, subject to the authorisation of the Director of Planning, Funding, Information and Marketing.

Financial compensation/refund will not always be the appropriate response to a complaint and it is unlikely that most issues will be resolved in this way. 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 repeat delivery of the relevant course element may be offered where possible.

Refund requests of a personal nature should be addressed to the Director of Planning, Funding, Information and Marketing giving 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 these after the 14 day enrolment period, there may be exceptional circumstances which may be taken into account. Where a refund is agreed, an administration fee and awarding bodies fees may be charged. This does not apply to course closures.

If a refund is agreed, the following refund process will apply:

- 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 (the college does not hold large cash sums and adheres to the money laundering regulations)
- 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, refunds will be made to the Student Loan Company. The Student Loan Company 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.

All refunds must be claimed within the academic year they were payable. Students cannot transfer any course or examination fees to subsequent academic years.

### Higher Education - Transfers

As per section 38 (2) and (3) of HERA, for the purposes of this section, a "student transfer" is where:

- (a) A student transfers from a higher education course ("course X") provided by a UK higher education provider ("the transferring provider") to a different higher education course ("course Y") provided by the same or a different UK higher education provider ("the receiving provider");
- (b) The receiving provider recognises, or takes account of, the study undertaken, or a level of achievement attained, by the student:
  - (i) on course X, or

- (ii) on another higher education course provided by the transferring provider, when the receiving provider is determining the study to be undertaken, or the level of achievement attained, by the student on course Y, and
- (c) Either the transferring provider or the receiving provider is a registered higher education provider, or both are registered higher education providers.
- (d) For the purposes of the above subsection, there may be an interval between the student ceasing to undertake course X and starting to undertake course Y.
- (e) If a student transfers from a course that the College has closed to an alternative Grantham College higher fee HE course, the difference will be paid by the College. Any applicable bursary funding will also be honoured by the college for that academic year.
- (f) If a student decides to transfer from an HE course to an HE course with a higher tuition fee, the student will pay the difference between the course tuition fees.

The College will recognise, or take account of, the activity undertaken or the level of achievement attained by the student.

### Higher Education Compensation

In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative HE course, the arrangements outlined in point (e) above will apply. 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 directly attributable to the non-preservation of continuation of study. The college's priority will always be to ensure that students receive the education experience outlined in college course information and their learning agreement. Where as a result of an investigation through the Complaints and Compliments Policy and Procedures it is concluded that this has not been the case appropriate financial or other compensation may be offered. Any compensation payments will be determined by the specific circumstances applicable to the student and be rewarded in accordance with OIA guidelines.

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