

<u>Policy Title</u>	NCG Higher Education Refund and Compensation Policy	
<u>Policy Category</u>	Compliant	
<u>Owner</u>	HE Academic Registrar	
<u>Group Executive Lead</u>	Deputy Principal Newcastle College, Executive Lead HE	
<u>Date Written</u>	October 2023	
<u>Considered By</u>	HE Academic Board	
<u>Approved By</u>	HE Academic Board	
<u>Date Approved</u>	November 2023	
<u>Equality Impact Assessment</u>	The implementation of this policy is not considered to have a negative impact on protected characteristics.	
<u>Freedom of Information</u>	This document will be publicly available through the Groups Publication Scheme.	
<u>Review Date</u>	November 2025	
<u>Policy Summary</u>	<p>The purpose of this policy is to set out the arrangements for a refund of tuition fees that apply to students or their employers on higher education programmes at NCG college offering higher education. The use of the term “college” in this document refers to all of the NCG colleges teaching higher education programmes and does not refer to any NCG Partnership as refund liability sits with those providers independently. Students studying at partner institutions of NCG who believe they are liable must follow the partner institutions refund and/or compensation policy.</p>	
<u>Applicability of Policy</u>	<u>Consultation Undertaken</u>	<u>Applicable To</u>
Newcastle	Yes	Yes
Newcastle Sixth Form	No	No
Carlisle	Yes	Yes
Kidderminster	Yes	Yes
Lewisham	No	No
Southwark	No	No
West Lancashire	No	No
Professional Services	No	No
HE Partnerships (*partner may have an equivalent policy)	No	Yes
<u>Changes to Earlier Versions</u>		
<u>Previous Approval Date</u>	<u>Summarise Changes Made Here</u>	
<u>Linked Documents</u>		
<u>Document Title</u>	<u>Relevance</u>	

Equality Impact Assessment

	Judgement
EIA 1 - Does the proposed policy/procedure align with the intention of the NCG Mission and EDIB Intent Statement in 2.0?	Yes
EIA 2 - Does the proposed policy/procedure in any way impact unfairly on any protected characteristics below?	
Age	No
Disability / Difficulty	No
Gender Reassignment	No
Marriage and Civil Partnership	No
Race	No
Religion or Belief	No
Sex	No
Sexual Orientation	No
EIA3 - Does the proposed policy/processes contain any language/terms/references/phrasing that could cause offence to any specific groups of people or individuals?	No
EIA4 - Does the policy/process discriminate or victimise any groups or individuals?	No
EIA 5 - Does this policy/process positively discriminate against any group of people, or individuals?	No
EIA 5 - Does this policy/process include any positive action to support underrepresented groups of people, or individuals?	No
EIA 6 - How do you know that the above is correct?	Consultation has been carried out with relevant colleagues within NCG and with a higher education (HE) committee within our HE deliberative structure, which includes HE student representation.

1. Purpose of NCG Policy and National Context

1.1 The purpose of this policy is to set out the arrangements for a refund of tuition fees that apply to students or their employers on higher education programmes at NCG college offering higher education. The use of the term “college” in this document refers to all of the NCG colleges teaching higher education programmes and does not refer to any NCG Partnership as refund liability sits with those providers independently. Students studying at partner institutions of NCG who believe they are liable must follow the partner institutions refund and/or compensation policy.

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.

1.2 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. The OfS requires a Student Protection Plan incorporating an assessment of the range of risks to the continuation of study for the college’s students and risk mitigation measures and information about the policy in place to refund tuition fees and other relevant costs to the college’s students and to provide compensation where necessary in the event that the college is no longer able to preserve continuation of study.

2. Refunds

2.1 The college aims to deliver a high quality higher education provision, in line with the requirements of students and employers.

2.2 The students will be provided with as much clarity as is reasonable to expect about the content of their higher education programme, location of their studies and timetable prior to the commencement of each academic year and the college will aim to minimise changes to programmes which result in disruption to students during the academic year.

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

2.4 Refunds will be made where it is necessary to close a programme 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 programme closure, refunds will not be paid to those students who have:

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

Refunds will not be made for any personalised kits or materials which are being retained by the student or any registration 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 calendar days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study. These requests should be made by email to heregistryadmin@ncgrp.co.uk. Fees will not be refunded where programme 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. We reserve the right to vary the delivery method or assessment under these circumstances.

2.5 For a refund request in response to an issue or problem with your higher education college programme the Complaints and Compliments Policy found in

the student handbook, on the virtual learning environment and on each college website should be followed. 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. This must be done within 15 calendar days of the issue/problem occurring to enable the college sufficient time to explore options for remedying the issue. The Complaints and Compliments Policy 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 College Principal (or nominee). If the claim is not substantiated the student can appeal referring back to the Complaints and Compliments Policy..

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 programme cannot be delivered in the way it was originally intended or repeat delivery of the relevant programme element may be offered where possible. In the extremely unlikely event of the college closing a programme mid-year students in receipt of bursaries would not be expected to repay that money.

2.6 If a refund is agreed through either programme closure, within the 14 calendar day enrolment period, or as a result of an investigation through the Complaints and Compliments Policy, 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 or bank transfer (the college does not hold large cash sums and adheres to the money laundering regulations covering the handling of cash).
- 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.

3. Compensation

- 3.1 Where it is necessary as a result of action by the College (such as programme closure) for students to transfer to an alternative provider or there is a change in the location of the programme (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.
- 3.2 The college's priority will always be to ensure that students receive the education experience outlined in college programme information (whether on-line or in hard copy format) and their learning agreement. Where as a result of an investigation through the Complaints Policy and Procedure it is concluded that this has not been the case appropriate financial or other compensation may be offered.
- 3.3 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 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

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £5,000 will only be considered in exceptional circumstances.

Moderate:

- The provider has done or failed to do something which has caused some distress and inconvenience in the short term (e.g. less than 6 months).
- Minor maladministration, mishandling or unreasonable handling of a complaint by the provider which has caused additional unnecessary distress and inconvenience.
- Unreasonable or avoidable substantial delays (e.g. over 6 months) which caused some distress and inconvenience.
- Moderate delays (i.e. less than 6 months) or other procedural irregularities where there is evidence to suggest the student suffered actual disadvantage.
- The provider's decision was unreasonable, there was no direct academic consequence for the student, but it caused some distress and inconvenience.

Substantial:

- The provider has done or failed to do something which caused some distress and inconvenience in the long term (e.g. more than 6 months).

- Procedural flaws which caused inconvenience and distress but did not affect the outcome.
- Evidence of circumstances giving rise to a reasonable perception of bias during the internal procedures.
- Substantial maladministration which disadvantaged the student.
- Substantial mishandling of a complaint which resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) and where the delay disadvantaged the student.
- The provider's decision was unreasonable, there is no direct academic consequence for the student, but it caused substantial distress and inconvenience.

Severe:

- The provider has not properly considered its responsibilities under relevant equalities legislation or has not followed relevant guidance.
- The provider's decision in respect of the substantive element of the complaint was unreasonable and resulted in severe distress and inconvenience.
- Procedural flaws which, if they had not occurred, may have resulted in a different outcome.
- Cogent and contemporaneous evidence to suggest that the student suffered from ill health because of something the provider did or failed to do.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in a provider's internal process that disadvantaged the student.
- Serious interference or bias during the provider's internal consideration of a complaint or appeal.
- Serious and unexplained delays leading to injustice.

- Where the student has been seriously disadvantaged but a practical remedy is inappropriate or impossible.

4. Financial Implications of Refund and Compensation Policy

4.1 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 policies will be designated for those students where an increased risk of non-continuation of study has been identified.