Health Sciences University
Refund and Compensation Policy
Sub Contractual Provision
(Higher Education)

1. **PURPOSE**

1.1 The purpose of this Refund and Compensation Policy (the "**Policy**") is to set out the circumstances in which you may be entitled to apply for a refund and/or compensation (including in particular where Health Sciences University ("**HSU**") has been unable to preserve continuity of study due to its actions or omissions) and sets out HSU's policy for applying for a refund and/or compensation. The measures contained in this Policy are in addition to the protection that all students have under consumer protection law and does not affect your consumer rights.

1.2 This Policy should be read in conjunction with the Terms and Conditions. These documents describe scenarios where students might have reason to seek a refund or compensation in particular circumstances.

1.3 This Policy has the goal to treat students as equal contractual partners, be clear, unambiguous, and respect the balance between each other's rights and obligations. It is an expression of HSU's good faith and fairness.

2. **SCOPE AND APPLICATION**

2.1 This Policy applies to all students enrolled with HSU, or who have accepted an offer from HSU, in each case for our degree courses which are delivered by our Delivery Partner ("**Courses**" and "**Course**" shall be construed accordingly) irrespective of whether you are in receipt of a student loan, are sponsored, or pay your own fees. Our Delivery Partner is responsible for the delivery of your Course. HSU is strictly responsible for the academic quality assurance of your Course and for awarding your final qualification. Your Contract is and will always be with HSU and HSU remains ultimately responsible for the delivery of your Course.

2.2 This Policy will not apply to you if you have had your registration terminated for any of the following reasons:

2.2.1 at your request - if you wish to cancel your registration, please see clause 19 (Your Cancellation Rights and Withdrawal) of the Terms and Conditions;

2.2.2 in the normal completion of your Course; or

2.2.3 as a result of student discipline or non-payment of tuition-related fees.

3. **DEFINITIONS**

3.1 In this Policy the following words shall have the following meanings:

3.1.1 "**compensation**" means some other recognisable loss suffered by the student. This can fall into two categories: (a) compensating the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than HSU (such as travel costs); or (b) an amount to recompense for material disadvantage to the student arising from a failure by HSU to discharge its duties appropriately. Compensation may take the form of a remedy without a financial payment, such as an apology or a goodwill gesture, but could also take the form of a discount, a financial payment or some other form of benefit; and

3.1.2 a "**refund**" means the repayment of sums paid to HSU or an appropriate reduction in the amount of sums owed in the future. This may include tuition fees or other course costs.

Capitalised terms used in this Policy shall have the meaning given to them in the Terms and Conditions unless the context otherwise requires.

4. COURSE CLOSURE

4.1 HSU considers refunds and compensation to be remedies of last resort and it remains committed to supporting all students to continue and complete their Courses. HSU will take all steps it can to mitigate the impact on students of any discontinuation of study, such as providing additional learning opportunities or repeating parts of a Course.

4.2 HSU will always endeavour to teach students to the end of their Course, including in situations where a decision has been taken to close a Course in accordance with clause 14.5 (Closure of Courses) of the Terms and Conditions.

4.3 In accordance with the Terms and Conditions, in the unlikely event that:

4.3.1 HSU is no longer able to deliver a Course before registered students of that Course have completed their studies (which is not due to an event outside of HSU's reasonable control); and

4.3.2 HSU and the student failed to agree on a suitable alternative course at HSU or an alternative institution for the student to transfer to,

such students may be entitled to a refund and/or compensation.

4.4 In accordance with the Terms and Conditions, where HSU withdraws a Course before registered students of that Course have completed their studies and such students transferred to a suitable alternative course they may still be entitled to a refund and/or compensation depending on the circumstances.

5. EVENTS OUTSIDE OF OUR CONTROL

5.1 Should an event occur that is outside of our reasonable control meaning we are unable to provide your Course (referred to as a Force Majeure Event) as defined in clause 22 of the Terms and Conditions – you may be entitled to a refund and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a refund and/or compensation is due in line with the principles set out in paragraph 12 (as applicable). For more details about what a Force Majeure Event is and how we will respond, please see clause 22 in the Terms and Conditions.

6. SUBSTANTIAL CHANGES TO A COURSE

6.1 Should HSU make substantial changes to your Course as noted in clause 14.6 of the Terms and Conditions you may be entitled to a refund and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a refund and/or compensation is due in line with the principles set out in paragraph 12 (as applicable).

7. DEFERRAL/OVERPAYMENT

7.1 If you defer to a later Course, no fee adjustments or refunds will be given. Any fees paid will be carried forward to your deferred Course.

7.2 Any overpayment of Course fees arising from a deferral will automatically be carried forward to the deferred Course. These funds will be used to offset any fee liability upon resumption of studies. If you are paying fees via an instalment plan, then any future unpaid instalments will be transferred to a similar schedule on your deferred Course.

8. REFUND IN EXCEPTIONAL CIRCUMSTANCES

8.1 HSU may consider a refund if a student is subject to exceptional circumstances. HSU regards exceptional circumstances to be matters which were unforeseen, manifested after the payment of tuition fees, and which make continuing study impracticable.

8.2 By way of example only:

8.2.1 bereavement, unexpected personal or family problems or illness might be considered as an exceptional circumstance; and

8.2.2 HSU would not normally regard work pressures, or holidays to be exceptional circumstances. In addition, long-term problems such as ongoing financial difficulties may not be accepted as an exceptional circumstance. If you have long-term problems, which affect your studies, you should always let us know. HSU may be able to provide additional support, but makes no commitment to do so. You may also wish to think about deferring your study in accordance with the Terms and Conditions.

8.3 If you have cancelled or withdrawn from your Course, satisfy the criteria for exceptional circumstances described in this paragraph 8 and are still liable for some or all of the Course fees, you can appeal against these fees using the claim process set out in paragraph 13 below.

8.4 Requests for refunds in these cases should be submitted in writing to the Registry@hsu.ac.uk. The decision to issue a refund is at HSU's discretion.

9. REFUND TO SPONSORED STUDENTS

9.1 If you are originally self-funded and subsequently receive sponsorship from an employer or any other third party that covers payments for all or part of the Course, you may be entitled to a refund of payments you have made.

9.2 You should contact Registry@hsu.ac.uk. with details of the sponsorship company's information. HSU will obtain authorisation from the sponsor and create an invoice. Once HSU is in receipt of the full invoice payment from the sponsoring company, then paperwork can be completed for a refund request in accordance with the claims process outlined in paragraph 13 below.

10. REFUNDS WHERE A STUDENT HAS A STUDENT LOAN

10.1 If HSU has received payment from both you and your loan company, a refund can be requested. You can contact Registry@hsu.ac.uk. to request the refund. Once all required evidence has been provided, the relevant paperwork will be raised with the supporting documents (see the claims process outlined in paragraph 11 below).

10.2 Please note that any approved refunds will be made to you or the loan company, depending on who has made the payment(s). Any interest accrued on any tuition fees paid by a third party (e.g. Student Finance England) to HSU will also be refunded to the third party.

11. COMPENSATION

11.1 Should HSU be unable to preserve the continuation of study for the student, or where the student has an alternative claim pursuant to the terms of this Policy, HSU will put into place a compensation plan which is relevant to the circumstances of the individual student.

11.2 The level of compensation must be approved by the Registrar and HSU will have due regard to the principles outlined in this Policy when determining the value of compensation to be paid.

11.3 You should also take reasonable steps, in line with advice given by us, to mitigate the situation.

11.4 HSU will seek to ensure that any compensation payable to any students under this Policy will be:

11.4.1 reasonable;

11.4.2 tailored to take into account the needs of different students; and

11.4.3 guided by the principles of the Office of the Independent Adjudicator.

12. CONSIDERATIONS WHEN ASSESSING REFUND AND COMPENSATION CLAIMS

12.1 In concluding an appropriate compensation plan and/or refunds due, HSU will consider the provision of the following (as appropriate):

12.1.1 tuition fee refunds owed in accordance with the Terms and Conditions;

12.1.2 additional costs reasonably incurred by the student as a consequence of a closure of a Course (including additional tuition fees or travel costs) (if applicable);

12.1.3 maintenance costs in respect of lost time, distress and/or inconvenience following a closure of a Course;

12.1.4 maintenance costs where students have to transfer to a different institution;

12.1.5 additional tutor costs; and

12.1.6 commitments to honour student bursaries.

12.2 The factors which will be used in assessing claims are whether:

12.2.1 HSU had failed to deliver any specific undertakings that had been given to the student for the way in which the course of study was delivered;

12.2.2 there had been a failure by HSU to deliver against material information agreed with the student at the point of acceptance of the offer;

12.2.3 a period of prolonged disruption, without sufficient remedial action, has jeopardised HSU's ability to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the course of study;

12.2.4 HSU has followed its own procedures and obligations in delivering the Course (such as quality assurance and communications to students);

12.2.5 HSU has complied with its processes for making changes, in accordance with the Terms and Conditions;

12.2.6 HSU has taken all reasonable steps to minimise disruption to the student including where the Course is closed, using reasonable efforts to transfer the student to a new course at HSU or an alternative institution;

12.2.7 HSU has taken all reasonable steps to mitigate the effect of an event outside its reasonable control including altering the Course's timetable to reschedule postponed classes;

12.2.8 there has been a demonstrable loss to the student and in particular if the student has been able to achieve the learning outcomes for their Course;

12.2.9 the student has been affected in relation to their final degree award, accreditation award or ability to take up a job offer;

12.2.10 the student has met their own obligation to mitigate losses;

12.2.11 the student took advantage of any reasonable adjustments put in place to mitigate against the loss and consideration of whether the student remained disadvantaged despite the alternative arrangements;

12.2.12 if a complaint is made due to disruption to a student's learning experience beyond the student's control, HSU communicated clearly and consistently with the student throughout the process, making them aware of any changes and how they might affect them; and

12.2.13 the student has any outstanding debt with HSU and if this will be taken into consideration in any assessment made by HSU as to the appropriate refund and/or compensation that may be due to the student; and

12.2.14 if any credits have already been awarded to the student and whether such credits are capable of being transferred to another course at HSU or at an alternative institution.

12.3 HSU may require documentary evidence from a student when assessing if a refund is due and/or what reasonable compensation may be payable.

13. CLAIMS PROCESS

13.1 All claims under this Policy should be submitted to Finance Department.

13.2 Any claims submitted by students under this Policy should:

13.2.1 include full details of a student's claim;

13.2.2 confirm that the complaints procedure set out in the Terms and Conditions has been exhausted (if applicable);

13.2.3 clarify the impact the event has had on them (if applicable); and

13.2.4 explain what steps the student has taken to mitigate this (if applicable).

13.3 No application for a refund and/or compensation will be considered unless a refund application form with supporting documentation has been fully approved and processed by HSU in accordance with the terms of this paragraph 13.

13.4 Upon receipt of a refund application form under this Policy, HSU will consider the detail of the claim and provide a written response to the student within 15 working days of receipt of the student's claim.

Group claims

13.5 Where a problem has potentially affected a large number of students, HSU may use a separate streamlined process for dealing with groups of complaints. Should this situation arise, HSU will make the process clear to students and ensure that this is fair and proportionate.

13.6 If you would prefer to use the student complaints procedure individually, you will not be prevented from doing so. HSU could decide that an issue arising from an individual complaint affects more than just that individual and apply this Policy more widely and use the same factors set out in this Policy for assessing any group claim.

13.7 If a student's complaint is dealt with through this group process rather than the student complaints procedure and a student is dissatisfied with the outcome, the student will be offered the option of receiving a Completion of Procedures letter in order to progress a complaint to the Office of the Independent Adjudicator (see Complaints at paragraph 15 below).

13.8 If students use the group process and are satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.

14. PAYMENT OF THE REFUND AND/OR COMPENSATION

14.1 If a refund and/or compensation payment is approved in accordance with paragraph 13.4 above, the payment will be returned to the original payer using the same method of payment as the original remittance whether credit/debit card or BACS payment. This is to ensure that HSU complies with anti-money laundering requirements. Where payment of Course fees was split between more than one payer, any refund due will be made in proportion to the original split.

14.2 Tuition fees and other monies paid to HSU are only refunded to the individual or organisation that paid HSU originally. Examples of this include but are not limited to:

14.2.1 where students' fees were paid by Student Finance England (or similar body) as part of a tuition fee loan or grant, the refund will be to that organisation. This also applies for interest accrued on any tuition fees paid by a third party (e.g. Student Finance England) to HSU;

14.2.2 where an employer has paid tuition fees on behalf of a student, the funds will be returned to the employer; where HSU's agreement is primarily with the employer, the employer will also receive any relevant compensation; and

14.2.3 where a student has received funding from family or employment or other sources and subsequently passed this to HSU, HSU is only responsible for refunding and compensating the student.

14.3 For the purposes of tuition fees, only monies paid to HSU will be refunded, e.g. scholarships or fee waivers will be accounted for within any refund.

14.4 Once a refund and/or compensation has been approved by HSU, please allow 14 working days for the payment to be generated. The minimum refund for reimbursement is £25. For refunds in currencies other than GBP, the conversion rate will be as at the time of the refund. HSU will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred.

14.5 Cash receipts are not accepted, and therefore cash refunds cannot be made.

14.6 Students will be expected to take reasonable steps to minimise any costs or losses and will not be compensated for costs that they could have avoided or not incurred in situations where HSU was unable to provide continuation of study.

15. COMPLAINTS

15.1 If a student is dissatisfied with the application of this Policy, the student may make a complaint in line with the complaints procedure set out in the Terms and Conditions.

15.2 If a student remains dissatisfied with the outcome of a claim for a refund or compensation under this Policy having exhausted the complaints procedure, they may be able to apply for a review of the claim by the Office of the Independent Adjudicator. This is an independent review scheme external to and independent of HSU's student complaints procedure.

16. CHANGES TO THIS POLICY

16.1 This Policy will be reviewed and updated on an annual basis by HSU.