



UKMC Refund and Compensation Policy

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1 PURPOSE AND SCOPE

This Policy sets out the conditions under which UKMC will provide refunds and, where appropriate, compensation to applicants and registered students where their studies are affected by disruption, material changes, or course discontinuation

The Policy is designed to meet the expectations of:

- the Office for Students (OfS), including Condition C5 (Student Protection).
- the Competition and Markets Authority (CMA) guidance on consumer protection law in higher education.
- the Office of the Independent Adjudicator (OIA) Good Practice Framework and Remedies and Redress principles.
- the contractual requirements set out in the UKMC Student Contract (Sections 6, 7, 11 and 12).
- the responsibilities set out in the UKMC Awarding Body Responsibilities Matrix.
- best practice across UK higher education providers, including franchised delivery arrangements.

This Policy applies to all applicants who have accepted an Offer from UKMC, and all students registered on a UKMC-delivered course taught on behalf of an awarding body. It forms part of the student's contractual information and should be read alongside:

- the UKMC Student Contract Terms and Conditions.
- the Course Changes, Course Suspension and Course Closures Policy.
- the Complaints and Academic Appeals Procedures.
- the Responsibilities Matrix governing UKMC's partnership arrangements.
- the awarding body's academic regulations.

The Policy covers tuition fees and other sums paid directly to UKMC. It does not apply to charges paid to third parties, such as external accommodation providers, awarding bodies, or placement organisations.

2 PRINCIPLES

UKMC is committed to treating students fairly, transparently and consistently. Refunds and compensation will be considered in accordance with:

- the requirements of OfS Condition C5.
- CMA consumer protection law.
- the OIA's framework for fair remedies.
- UKMC's contractual obligations to students.
- the agreed division of responsibilities between UKMC and its awarding bodies.

Decisions under this Policy will be:

- fair and evidence based.
- reasonable and proportionate.
- consistent with the UKMC Student Contract.
- aligned with the responsibilities of UKMC as the delivery provider.
- made within a reasonable timeframe and communicated clearly to the student.

Refunds will normally be made where:

- a student withdraws or interrupts their studies in line with the Student Contract.
- a course cannot be delivered as advertised and a suitable alternative or teach-out cannot be provided.
- the College has failed to deliver contracted services.

Compensation may be considered in cases where:

- a material change or major disruption has occurred.
- continuity of study cannot reasonably be maintained.
- the student experiences demonstrable and evidenced loss, in line with OIA guidance.
- awarding body requirements prevent continuation of study and UKMC cannot mitigate the impact.

Compensation will not normally cover:

- general living costs (e.g., rent, food, utilities).
- personal losses unrelated to the disruption.
- circumstances outside UKMC's control where reasonable steps were taken to mitigate impact.

This Policy does not affect students' statutory rights under consumer protection legislation. Students may still escalate complaints to the OIA once internal procedures have been exhausted. These frameworks provide the basis on which UKMC ensures fairness, proportionality and consistency in all refund and compensation decisions.

3 DEFINITIONS

For the purposes of this Policy:

- "Refund" means the repayment of tuition fees or other sums paid directly to UKMC by a student or applicant, in circumstances where the student is entitled to recover part or all those sums under this Policy or the Student Contract.
- "Compensation" means a financial payment or other remedy provided where a student has suffered demonstrable loss because of a material change, disruption, service failure or discontinuation of study for reasons that fall within UKMC's responsibilities as the delivery provider.
- "Material Change" has the meaning set out in the Student Contract. A material change may include but is not limited to significant changes to modules, assessments, locations, awards or mode of delivery.
- "Teach-out" means arrangements put in place to enable existing students to complete their Course when a programme is being closed or suspended, as required by the awarding body and UKMC's Course Changes Policy.
- "Withdrawal" means the voluntary ending of studies by a student after Registration, in accordance with Section 11 of the Student Contract.
- "Interruption" or "Suspension of Studies" means a temporary break in studies requested by the student and approved by the College.

- “Awarding Body” means the university responsible for academic standards, progression decisions and the conferment of awards, as defined in the Student Contract and Responsibilities Matrix.
- “Continuity of Study” refers to the ability of a student to continue progressing toward completion of their course without unreasonable delay or disadvantage.

4 SITUATIONS WHERE REFUNDS MAY BE PAYABLE

Refunds may be payable in the following circumstances.

4.1. Withdrawal within the 14-day cancellation period

If a student cancels their acceptance of an Offer within 14 days (Section 6 of the Student Contract), any tuition fees paid directly to UKMC will be refunded in full.

4.2. Withdrawal after the cancellation period

Where a student withdraws after the statutory cancellation period, refund entitlement will be determined in accordance with:

- the Student Contract.
- the College’s published fee-liability model; and
- the date on which the College receives the formal withdrawal form.

The amount refunded (or fees still owed) will be calculated in accordance with the section of this Policy on Tuition Fee Liability Rules.

4.3. Interruption of studies

If a student interrupts their studies, no refund will normally be made for fees already paid for the period in which they were enrolled.

Future fees will be recalculated when the student returns to study, based on the published fees for the relevant academic year.

4.4. Overpayment or administrative error

A refund will be made where:

- a student accidentally overpays tuition fees.
- UKMC misapplies or miscalculates a fee.
- a sponsor or SLC payment results in a credit on the student’s account.

4.5. Course closure prior to Registration

If UKMC discontinues a course prior to student Registration:

- a full refund will be given for any fees paid.
- students may accept an alternative course (if offered) without financial penalty.

4.6. Course closure or major change after Registration

If a course is discontinued after Registration and:

- a suitable teach-out is not possible, or
- the student reasonably declines a proposed alternative route,
- then UKMC will refund tuition fees paid for periods in which learning cannot continue.

- Refunds will be supplemented by compensation only where appropriate under Section 7 of this Policy.

4.7 Service failure or delivery shortfall by UKMC

Refunds may be payable where a student receives significantly less teaching, support or services than contracted, and where UKMC is at fault.

Refunds will be proportionate, and evidence based.

In determining whether a shortfall has occurred, UKMC will consider the extent to which the student has received the learning opportunities that were reasonably expected under the Programme Specification.

4.8 Sponsor non-payment

If a sponsor fails to pay fees on behalf of a student, refunds (if any) will be issued only to the party who made the original payment.

4.9 Refund of non-tuition fees

Non-tuition fees directly paid to UKMC (e.g., bench fees or specialist workshop costs) may be refunded where UKMC is unable to provide the associated service.

5 SITUATIONS WHERE REFUNDS ARE NOT PAYABLE

Refunds will not normally be made in the following circumstances.

5.1 Student chooses to withdraw after the cancellation period with no UKMC error

If a student withdraws for personal reasons after the statutory cancellation period, the student remains liable for the proportion of tuition fees applicable to the period they were enrolled.

5.2 Failure to engage or attend without formal withdrawal

Students who stop attending without submitting a formal withdrawal remain liable for tuition fees until withdrawal is formally recorded.

5.3 Non-attendance at scheduled teaching or assessments

Refunds will not be given for:

- non-attendance,
- missed teaching sessions,
- missed assessments,
- periods of study not utilised by the student.

5.4 Non-refundable third-party fees

Refunds will not apply to fees paid to:

- awarding bodies,
- accommodation providers,
- placement organisations,
- external agencies.

These fees are outside UKMC's control.

5.5 Circumstances outside the College's control

Refunds will not normally be given where disruption is caused by events outside UKMC's reasonable control (e.g., severe weather, national emergencies), provided the College takes reasonable steps to minimise disruption.

5.6 Failure to provide required documentation for Registration

If a student cannot be registered because they do not provide required evidence (identity, qualifications, financial guarantees where needed), fee liability will be determined according to the standard withdrawal fee calculation rules in this Policy.

6 TUITION FEE LIABILITY RULES

6.1. Tuition fee liability refers to the proportion of tuition fees that a student is required to pay if they withdraw, interrupt their studies, or otherwise cease to be enrolled on their Course after the statutory 14-day cancellation period.

6.2. Fee liability is determined by the date on which the College receives the student's completed Withdrawal or Interruption Form. Students remain liable for fees up to that date.

6.3. For full-time undergraduate and postgraduate courses delivered across three academic terms, tuition fee liability is applied as follows:

- Withdrawal or interruption up to the end of Week 5 of Term 1:
0% of annual tuition fee is payable.
- Withdrawal or interruption after Week 5 but before the end of Term 1:
25% of annual tuition fee is payable.
- Withdrawal or interruption during Term 2:
50% of annual tuition fee is payable.
- Withdrawal or interruption during Term 3:
100% of annual tuition fee is payable.

6.4. Fee liability applies regardless of attendance or engagement. Students who stop attending without submitting a formal withdrawal remain liable for tuition fees until the formal withdrawal date.

6.5. If a student interrupts their studies, no refund will be given for fees paid relating to periods of study already completed. When a student returns from interruption, tuition fees will be charged at the published rate for the academic year in which they resume.

6.6. Where a student is sponsored by an employer or external organisation, the student remains responsible for any outstanding tuition fees if the sponsor fails to pay

6.7. If the awarding body requires a change in course structure or credit pattern that affects the tuition fee calculation, UKMC will notify affected students and apply any adjustments fairly and transparently.

6.8. Liability for non-tuition charges (e.g., library fines, replacement documents, specialist materials) is separate from tuition fee liability and must be resolved before a student's withdrawal or interruption is finalised.

6.9. Students may request a review of a fee liability calculation if they believe it has been incorrectly applied. Reviews should be submitted in writing to the Registry within 10 working days of receiving the calculation. This review relates only to whether the liability was calculated correctly; it does not replace or override formal complaints processes.

7 COMPENSATION

7.1. Compensation refers to a financial payment or other remedy that may be offered where a student has suffered demonstrable disadvantage because of a material change, disruption or failure in the delivery of their Course for reasons that fall within UKMC's responsibilities as the delivery provider.

7.2. Compensation will only be considered where:

- a. the College has not been able to maintain continuity of study through reasonable mitigation (such as changes to delivery, rescheduling, alternative assessments or teach-out arrangements).
- b. the student has experienced a measurable financial loss that can be evidenced.
- c. the circumstances fall within the College's area of control under the UKMC-Awarding Body Responsibilities Matrix.
- d. a refund alone would not address the impact of the disruption or material change.

7.3. In line with the OIA Remedies and Redress Principles, financial compensation may be appropriate where:

- a. the College is unable to deliver a material component of the Course.
- b. teaching or support services have been subject to sustained interruption or non-delivery.
- c. a student has incurred additional, reasonable costs directly attributable to disruption (e.g., necessary travel to an alternative teaching location);
- d. there has been a significant delay in progression or award due to UKMC action or error.
- e. a course is discontinued and neither teach-out nor a suitable alternative course can be provided.

7.4. Compensation may include:

- a. Reimbursement of direct financial losses, such as additional travel costs where teaching is relocated.
- b. Reimbursement of costs associated with repeating missed teaching, where applicable.
- c. Tuition fee compensation, where a material learning outcome cannot be delivered and a refund alone does not remedy the deficit.

- d. Exceptional payments, in limited circumstances, where a student can evidence additional costs directly resulting from UKMC's failure to deliver contracted services.

7.5. Compensation will not normally be provided for:

- a. general living costs (e.g., rent, utilities, food), as these would have been incurred irrespective of disruption.
- b. lost time, inconvenience, stress, disappointment or other non-financial impacts, unless exceptionally recommended under OIA guidance.
- c. circumstances outside UKMC's reasonable control where appropriate mitigation has been taken.
- d. disruption attributable to awarding body actions that fall outside UKMC's responsibilities.
- e. losses arising from student decisions unrelated to course delivery (e.g., personal relocation, employment choice).

7.6. Where compensation is awarded, the amount will be calculated based on:

- a. evidence provided by the student.
- b. the extent to which the disruption has disadvantaged the student.
- c. the proportion of the Course affected.
- d. available mitigation.
- e. OIA benchmarks for financial redress.

7.7. Compensation is not an automatic entitlement. Each case will be considered on its individual merits, based on the evidence and circumstances presented.

7.8. Students must first complete the College's internal complaints processes before compensation can be considered. Where appropriate, cases may be escalated to the awarding body if the matter arises from their regulatory jurisdiction (e.g., progression decisions), though awarding bodies are not responsible for financial compensation relating to UKMC's delivery obligations.

7.9. If a student remains dissatisfied after UKMC has completed its complaint process, they may be eligible to refer the matter to the Office of the Independent Adjudicator (OIA) in accordance with the OIA Scheme Rules. A Completion of Procedures letter will be issued where required under the OIA Scheme Rules.

8 COURSE CLOSURE, SUSPENSION OR MAJOR CHANGE

8.1. UKMC aims to deliver all Courses in accordance with the information provided to students at the time of their Offer. However, circumstances may arise that require a Course to be closed, suspended or materially changed. Such circumstances may include:

- a. decisions by the awarding body to withdraw approval or require structural changes.
- b. insufficient student numbers to ensure a viable learning experience.
- c. loss of key staff or specialist facilities essential for delivery.
- d. regulatory changes or requirements imposed by external bodies.
- e. other events outside the College's reasonable control that prevent delivery as originally planned.

8.2. Where a Course is subject to closure, suspension or material change, UKMC will follow the procedures set out in:

- a. the Student Contract (Sections 10–12).
- b. the Course Changes, Course Suspension and Course Closures Policy.
- c. the UKMC–Awarding Body Responsibilities Matrix; and
- d. any requirements of the awarding body.

8.3. UKMC will take reasonable steps to minimise disruption and maintain continuity of study wherever possible. Mitigation options may include:

- a. modifying delivery arrangements (e.g., timetable or teaching location adjustments).
- b. rescheduling missed teaching or assessments.
- c. providing alternative modules or learning opportunities.
- d. offering the student a place on an alternative course, subject to awarding body approval.
- e. implementing a formal teach-out arrangement for remaining students.

8.4. Where a Course is discontinued, UKMC will normally provide a teach-out to enable existing students to complete their studies. Teach-out arrangements will:

- a. be approved by the awarding body.
- b. preserve academic standards.
- c. maintain assessment and progression pathways.
- d. ensure appropriate learning support and resources remain available.

8.5. If a suitable teach-out arrangement cannot be provided, or if the student reasonably declines a proposed alternative course, UKMC will:

- a. refund tuition fees for any period in which study cannot continue; and
- b. consider compensation in accordance with Section 7 of this Policy, where the student has suffered demonstrable loss arising from the disruption.

8.6. Where an awarding body discontinues a programme or changes its academic framework, UKMC will support affected students by:

- a. providing timely and accessible information.
- b. facilitating transfer to another provider or awarding body where possible.
- c. ensuring students understand their rights under UKMC policies and the Student Contract.

8.7. Students will be consulted, where possible, before substantial changes are implemented. Consultation will include:

- a. clear explanations of the proposed change.
- b. the reasons for the change.
- c. available alternatives.
- d. opportunities for students to ask questions or raise concerns.

8.8. Students who believe they have suffered financial loss or significant disadvantage due to course closure, suspension or major change may pursue redress through:

- a. the UKMC Complaints Procedure.
- b. consideration of compensation under this Policy.

- c. escalation to the awarding body, where the matter falls under its jurisdiction.
- d. the Office of the Independent Adjudicator (OIA), after internal processes are completed.

9 UKMC'S FINANCIAL COMMITMENT

9.1. UKMC is committed to ensuring that appropriate financial resources are available to meet the obligations set out in this Refund and Compensation Policy. This includes the ability to provide refunds and, where appropriate, compensation to students who experience disruption, material change or discontinuation of their studies.

9.2. As part of its financial planning and risk management processes, UKMC:

- a. reviews its financial sustainability annually through the College's budgeting and forecasting cycle.
- b. maintains financial controls designed to ensure funds are available to meet refund and compensation liabilities.
- c. reports financial risks to the Board of Governors, including any emerging risks to continuity of study.
- d. monitors student number profiles and partnership agreements through the College's governance framework.
- e. ensures that significant financial decisions relating to student protection are escalated to senior management and the Board.

9.3. UKMC's financial planning takes account of the potential cost of:

- providing refunds in the event of course changes or withdrawals.
- delivering teach-out arrangements for discontinued courses.
- providing reasonable and evidence-based compensation where required under this Policy.

9.4. Where compensation is required, UKMC will ensure that decisions are:

- financially sustainable for the College.
- fair and proportionate for the student.
- consistent with the OIA Remedies and Redress Principles.

9.5. UKMC's financial arrangements do not remove or diminish the awarding body's responsibilities for academic standards, but the College assumes financial responsibility for refunds and compensation in relation to delivery of the Course, in accordance with the UKMC-Awarding Body Responsibilities Matrix.

9.6. In the unlikely event that a significant financial risk emerges which might affect UKMC's ability to meet its obligations under this Policy, the issue will be reported immediately to the Board of Governors, along with proposed mitigation measures. UKMC will also notify the awarding body where required under partnership agreements.

9.7. This section does not obligate UKMC to provide compensation in circumstances where compensation is not appropriate under Section 7 of this Policy. Rather, it confirms that the College has planned for and is capable of meeting legitimate financial obligations arising under the Student Contract.

10 ROLES AND RESPONSIBILITIES

10.1 UKMC Responsibilities

UKMC is responsible for:

- a) delivering the Course in accordance with the Student Contract, Programme Specification, published information and awarding body approval;
- b) providing teaching, learning support, assessment opportunities and student services in line with its contractual obligations;
- c) ensuring that accurate, accessible and timely information is provided before and during the Course;
- d) maintaining continuity of study wherever reasonably possible, including through mitigation or teach-out arrangements where required;
- e) administering refunds and compensation in accordance with this Policy, the Student Contract and consumer protection law;
- f) notifying students promptly of any proposed or actual material change to their Course;
- g) ensuring that financial planning arrangements include provision for refund and compensation liabilities;
- h) reporting material risks to the Board of Governors and complying with governance processes related to student protection;
- i) cooperating fully with awarding bodies, regulators and the Office of the Independent Adjudicator (OIA) in relation to student concerns, appeals or complaints.

UKMC is financially responsible for refunds and compensation relating to the delivery of the Course, as set out in the UKMC–Awarding Body Responsibilities Matrix.

10.2 Student Responsibilities

Students are responsible for:

- a) reading and understanding the terms of the Student Contract, including this Policy.
- b) ensuring that their personal and contact information is accurate and kept up to date.
- c) notifying UKMC promptly if they wish to withdraw, interrupt or change their mode of study.
- d) submitting a formal Withdrawal or Interruption Form, as required, to ensure accurate calculation of tuition fee liability.
- e) providing evidence when requesting a refund or compensation under this Policy.
- f) engaging fully with any mitigation measures put in place by UKMC to preserve continuity of study.
- g) attending teaching and assessment activities and complying with the academic requirements set by the awarding body and delivered by UKMC.
- h) raising concerns or complaints in a timely manner through the appropriate UKMC procedure.

Students must cooperate with UKMC's processes so that continuity of study and fair redress can be assessed accurately.

10.3 Awarding Body Responsibilities

The awarding body is responsible for:

- setting and maintaining academic standards.
- approving the programme structure and curriculum.
- determining assessment regulations, progression and awards.
- overseeing external examining and academic quality assurance.
- approving teach-out arrangements for discontinued programmes.
- determining academic appeals relating to progression, assessment or award decisions.

The awarding body does not:

- hold financial responsibility for refunds or compensation relating to UKMC's delivery of the Course.
- make decisions regarding tuition fee liability.
- process non-academic complaints relating to service delivery.

These responsibilities rest solely with UKMC as the delivering provider.

10.4 Shared Responsibilities

UKMC and the awarding body share responsibility for:

- a) ensuring that students receive accurate Programme Specifications and academic information.
- b) ensuring that teach-out arrangements maintain academic integrity and regulatory compliance.
- c) providing clear communication to students about academic regulations, progression and award requirements.

Where responsibilities overlap, the UKMC–Awarding Body Responsibilities Matrix will be used to determine operational responsibilities and escalation routes.

10.5 Escalation Framework

Students should follow this sequence when seeking redress:

- a. UKMC Complaints Procedure
- b. Compensation or refund consideration under this Policy
- c. Awarding body referral, where the issue relates to academic jurisdiction
- d. Office of the Independent Adjudicator (OIA) after internal processes are exhausted

This ensures clarity and prevents inappropriate referrals between UKMC and the awarding body.

11 APPLYING FOR A REFUND OR COMPENSATION

11.1. Students may apply for a refund or compensation under this Policy by submitting a written request to the Registry. Requests should be submitted as soon as possible after the event giving rise to the claim.

11.2. All requests must include:

- a) the student's full name and UKMC ID number;
- b) the Course and year of study;
- c) a description of the issue giving rise to the request;

- d) the type of redress sought (refund, compensation, or both);
- e) any supporting evidence (e.g., receipts, travel records, written communications, timetables, or course change notifications);
- f) the date on which formal withdrawal or interruption was submitted (if relevant).

11.3. Requests relating to withdrawal or interruption must be submitted **after** the College receives the student's formal Withdrawal or Interruption Form. Tuition fee liability will be calculated based on the effective date of that form.

11.4. Refund requests relating to administrative errors or overpayments may be made at any time during the academic year.

11.5. Upon receiving a request, the College will:

- a) acknowledge receipt within five working days;
- b) review the request and evidence provided;
- c) confirm whether further information is required;
- d) issue a written outcome normally within 20 working days, unless the case is exceptionally complex.

11.6. Outcomes will include:

- whether a refund or compensation is approved.
- the basis for the decision.
- the amount to be refunded or awarded (if applicable).
- how and when the payment will be made.
- any next steps or alternative options available to the student.

11.7. Refunds will normally be issued using the same payment method originally used, unless otherwise agreed with the student.

11.8. If a student is dissatisfied with the decision, they may request an internal review. Requests for review must be submitted within 10 working days of receiving the decision and must explain:

- why the student believes the decision was incorrect; and
- what new information or evidence should be considered.

11.9. An internal review will be conducted by a senior member of staff who was not involved in the original decision. The outcome of the review will normally be issued within 20 working days.

11.10. If a student remains dissatisfied after the internal review, they may submit a complaint through the College's Complaints Procedure. Once UKMC's internal procedures have been completed, the student may be eligible to refer the matter to the Office of the Independent Adjudicator (OIA) in accordance with the OIA Scheme Rules.

11.11. Requests for compensation relating to academic outcome decisions (e.g., progression or award) will be signposted to the awarding body's Academic Appeals Procedure, as these matters fall under awarding body jurisdiction and not UKMC's financial remit.

11.12. Requesting a refund or compensation does not substitute for a student's responsibility to:

- submit formal withdrawal or interruption documentation where relevant.
- comply with academic or administrative deadlines.
- engage with mitigation steps offered by the College.

12 MONITORING AND REVIEW

12.1. UKMC will monitor the implementation of this Refund and Compensation Policy to ensure that it is applied fairly, consistently and in accordance with the College's legal and regulatory obligations.

12.2. The Registry will maintain an annual log of:

- a) the number and type of refund and compensation requests received;
- b) the outcomes of such requests;
- c) the reasons for approval or rejection;
- d) the financial implications for the College;
- e) any emerging themes or risks.

12.3. The Senior Management Team will review this log at least once per year to:

- identify patterns or recurring issues.
- assess whether current processes remain appropriate.
- ensure timely and proportionate application of this Policy.
- consider whether any operational improvements are required.

12.4. The Academic Board will be responsible for monitoring whether any course changes, suspensions, or closures have implications for refunds or compensation and for ensuring alignment with the Course Changes, Course Suspension and Course Closures Policy.

12.5. The Board of Governors will have oversight of:

- financial sustainability related to refund and compensation liabilities.
- continuity-of-study risks.
- compliance with OfS Condition C5.
- the adequacy of UKMC's financial planning for student protection arrangements.

12.6. This Policy will be reviewed annually, or sooner if:

- there are changes to OfS conditions or regulatory expectations.
- CMA consumer protection requirements are updated.
- awarding body partnership agreements change.
- significant operational or financial risks emerge.
- relevant guidance from the OIA or the wider higher education sector evolves.

12.7. Any amendments to this Policy must be approved by the Board of Governors following consultation with the Academic Board and Senior Management Team.

12.8. The updated Policy will be published on the UKMC website and made available to applicants and students as part of their contractual documentation.