
**Arts University Bournemouth and UK
Management College Ltd
Refund and Compensation Policy**

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 Arts University Bournemouth (the “**University**”) has been unable to preserve continuity of study due to its actions or omissions) and sets out the University’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 do not affect your consumer rights.
- 1.2 This Policy should be read in conjunction with the Student Enrolment 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 of treating students as equal contractual partners, being clear, unambiguous, and respecting the balance between each other’s rights and obligations. It is an expression of the University’s good faith and fairness.

2. SCOPE AND APPLICATION

- 2.1 This Policy applies to all students enrolled with the University, or who have accepted an offer from the University, in each case for our degree courses which are designed, delivered and managed by UK Management College Limited (“**UKMC**”) (“**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. UKMC is responsible for the delivery of your Course. The University 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 the University and the University is responsible for procuring the delivery of your Course from UKMC.
- 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 paragraph 9 (Withdrawal and Termination) of the Student Enrolment 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 (see paragraph 10.1 of the Student Enrolment Terms and Conditions).

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 the University (such as travel costs); or (b) an amount to recompense for material disadvantage to the student arising from a failure by the University 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;

- 3.1.2 a “**refund**” means the repayment of sums paid to the University 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 Student Enrolment Terms and Conditions unless the context otherwise requires.

4. COURSE CLOSURE

- 4.1 The University considers refunds and compensation to be remedies of last resort and it remains committed to supporting all students to continue and complete their Courses. The University 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 The University 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 paragraph 13 (Closure of Course) of the Student Enrolment Terms and Conditions.
- 4.3 In accordance with the Student Enrolment Terms and Conditions, in the unlikely event that:
- 4.3.1 the University is no longer able to deliver a Course before registered students of that Course have completed their studies; and
- 4.3.2 the University and the student failed to agree on a suitable alternative course at the University 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 Student Enrolment Terms and Conditions, where the University 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. SUBSTANTIAL CHANGES TO A COURSE

- 5.1 Should the University make substantial changes to your Course as noted in paragraph 12 of the Student Enrolment 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 10 (as applicable).

6. DEFERRAL/OVERPAYMENT

- 6.1 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.
- 6.2 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.

7. REFUND IN EXCEPTIONAL CIRCUMSTANCES

- 7.1 The University may consider a refund if a student is subject to exceptional circumstances. The University regards exceptional circumstances to be matters which were unforeseen, manifested after the payment of tuition fees, and which make continuing study impracticable.
- 7.2 By way of example only:
- 7.2.1 bereavement, unexpected personal or family problems or illness might be considered as an exceptional circumstance.

7.2.2 the University 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. The University 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 Student Enrolment Terms and Conditions.

7.3 If you have cancelled or withdrawn from your Course, satisfy the criteria for exceptional circumstances described in this paragraph 7 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 11 below.

7.4 Requests for refunds in these cases should be submitted in writing to the University Secretary. The decision to issue a refund is at the discretion of the University.

8. REFUNDS WHERE A STUDENT HAS A STUDENT LOAN

8.1 If the University has received payment from both you and your loan company, a refund can be requested. You can contact the University Secretary 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).

8.2 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 the University will also be refunded to the third party.

9. COMPENSATION

9.1 Should the University 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, the University will put into place a compensation plan which is relevant to the circumstances of the individual student.

9.2 The level of compensation must be approved by the Chief Financial and Operating Officer in consultation with the University Secretary and the University will have due regard to the principles outlined in this Policy when determining the value of compensation to be paid.

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

9.4 The University will seek to ensure that any compensation payable to any students under this Policy will be:

9.4.1 reasonable;

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

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

10. CONSIDERATIONS WHEN ASSESSING REFUND AND COMPENSATION CLAIMS

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

10.1.1 tuition fee refunds owed in accordance with the Student Enrolment Terms and Conditions;

10.1.2 additional costs reasonably incurred by the student as a consequence of any event or circumstance giving rise to a claim under this policy (including additional tuition fees or travel costs) (if applicable);

10.1.3 maintenance costs in respect of lost time, distress and/or inconvenience; and

10.1.4 maintenance costs where students have to transfer to a different institution.

- 10.2 The factors which will be used in assessing claims are whether:
- 10.2.1 the University has failed to deliver any specific undertakings that had been given to the student for the way in which the course of study was delivered;
 - 10.2.2 there has been a failure by the University to deliver against material information agreed with the student at the point of acceptance of the offer;
 - 10.2.3 a period of prolonged disruption, without sufficient remedial action, has jeopardised the ability of the University 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;
 - 10.2.4 the University has followed its own procedures and obligations in delivering the Course (such as quality assurance and communications to students);
 - 10.2.5 the University has complied with its processes for making changes, in accordance with the Student Enrolment Terms and Conditions;
 - 10.2.6 the University 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 the University or an alternative institution;
 - 10.2.7 the University 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;
 - 10.2.8 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;
 - 10.2.9 the student has been affected in relation to their final degree award, accreditation award or ability to take up a job offer;
 - 10.2.10 the student has met their own obligation to mitigate losses;
 - 10.2.11 the student has taken 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;
 - 10.2.12 if a complaint is made due to disruption to a student's learning experience beyond the student's control, the University communicated clearly and consistently with the student throughout the process, making them aware of any changes and how they might affect them;
 - 10.2.13 the student has any outstanding debt with the University and if this will be taken into consideration in any assessment made by the University as to the appropriate refund and/or compensation that may be due to the student; and
 - 10.2.14 if any credits have already been awarded to the student and whether such credits are capable of being transferred to another course at the University or at an alternative institution.
- 10.3 The University may require documentary evidence from a student when assessing if a refund is due and/or what reasonable compensation may be payable.
11. **CLAIMS PROCESS**
- 11.1 All claims under this Policy should be submitted to the University Secretary.

- 11.2 Any claims submitted by students under this Policy should:
- 11.2.1 include full details of a student's claim;
 - 11.2.2 confirm that the complaints procedure set out in the Student Enrolment Terms and Conditions has been exhausted (if applicable);
 - 11.2.3 clarify the impact the event has had on them (if applicable); and
 - 11.2.4 explain what steps the student has taken to mitigate this (if applicable).
- 11.3 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 the University in accordance with the terms of this paragraph 11.
- 11.4 Upon receipt of a refund application form under this Policy, the University 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

- 11.5 Where a problem has potentially affected a large number of students, the University may use a separate streamlined process for dealing with groups of complaints as set in the University's Student Complaints Procedure. Should this situation arise the University will make the process clear to students and ensure that this is fair and proportionate.
- 11.6 Where the matters raised by a student are also covered by a group complaint procedure but a student would prefer to use the student complaints procedure individually, they are not precluded from doing so. However, if the University is also in receipt of a group complaint about the same issue or problem from other students or has notified students of its intention to use a streamlined group procedure then the University could still deal with the complaint individually but apply this Policy more widely and use the same factors set out in this Policy for assessing any group claim to that complaint if the outcome would affect the wider group of students bringing complaints.
- 11.7 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 13 below).
- 11.8 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.
- 11.9 Students who have initially elected to have their complaints addressed on a group basis may seek an individual review as long as they confirm that they have withdrawn from the group complaint process.

12. PAYMENT OF THE REFUND AND/OR COMPENSATION

- 12.1 If a refund and/or compensation payment is approved in accordance with paragraph 11.4 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 the University 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.
- 12.2 Tuition fees and other monies paid to the University are only refunded to the individual or organisation that paid the University originally. Examples of this include but are not limited to:
- 12.2.1 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 the University; and

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

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

12.4 Once a refund and/or compensation has been approved by the University, please allow 14 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. The University will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred.

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

12.6 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 the University was unable to provide continuation of study.

13. COMPLAINTS

13.1 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 Student Enrolment Terms and Conditions.

13.2 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 the University's student complaints procedure.

14. CHANGES TO THIS POLICY

14.1 This Policy will be reviewed and updated on an annual basis by the University.