

# Fee Refunds and Compensation

Procedure 8.2 Fee Refunds and Compensation- October 2023

1

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The purpose of this policy is to set out the arrangements for the refund of tuition fees that apply to students. This policy also outlines the circumstances when the School may consider the payment of compensation to students, and 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 how to make a claim. 'Learners' and 'Students' are interchangeable terms within this policy as the former tends to apply in the further education sector and the latter in higher education.

The funding and regulation of higher education in England changed in April 2018 when the Office for Students (OfS) became fully operational. 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 School's students and the actions the School will take to mitigate the risks. The Student Protection Plan also makes reference to the School's Fee Refunds and Compensation policy. This Fee Refunds and Compensation policy sets out when students may be eligible for a refund of their tuition fees and other relevant costs along with compensation where necessary in the event that the School is no longer able to preserve continuation of study. This policy also explains the conditions under which refunds cannot be made.

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

- Students who pay their own tuition fees;
- Students whose fees are paid through a fee loan from the Student Loans Company
- Students whose tuition fees are paid by an employer or another sponsor.

The Caspian School of Academics (CSA) does not offer bursaries to its students.

### Tuition Fees

CSA charges tuition fees for its programmes of study. These fees for higher education programmes are published on the website and set in line with the OfS fee chargeable rates and the fee band for which CSA is approved. Full-time course fees are set as an annual rate, or a rate linked to the duration of the programme. This commitment will hold good for the normal course length plus two years. After this time has lapsed, if for any reason students have not completed their course, including periods of interruption, students will be charged the new fee terms and conditions.

Students retain the ultimate responsibility for the payment of the fees for their course as set out in the terms and conditions for course enrolment.

Where a student is being sponsored to undertake their course, the invoice for fees remain with the sponsor. However, failure of the sponsor to pay the fees will result in the student not being able to continue with their studies unless alternative arrangements for fee payments can be made, including a

payment plan.

### **Payment arrangements**

Students cannot be fully enrolled without an acceptable payment method being agreed. All students will be provided with information regarding acceptable payment arrangements. These are reviewed periodically in line with funding methodologies.

Course fees are payable when booking short courses and professional programmes. For higher education programmes, students must normally apply for a Student Loan unless they are planning to pay their own fees or are not eligible under the UK Government regulations.

Students who wish to pay via the Student Loan system must apply for the loan as soon as possible. If a student has not had their Student Loan application approved by the SLC by 1 December or the end of the first term for their entry, an invoice will be sent to the student for payment, and if they are unable to meet the payment, then their registration will be terminated.

Students whose tuition fees are being paid directly by a sponsor or third party must provide written evidence of this at or before enrolment.

For students not in receipt of a Student Loan, the School may allow tuition fees to be paid by instalments from a UK bank account. Students wishing to pay by instalments must pay a minimum of 25% on enrolment and then are able to pay the balance over a maximum of 6 direct debit payments. The final payment must be received before the expected end date of the course.

For non-higher education courses, the School may agree to invoice a student. If we do issue an invoice, payment is due upon presentation of the invoice. We reserve the right to refuse attendance on the course if payment is not received before the course date.

Course fees do NOT include travel, accommodation, social programmes, awarding body registration fee (if any), external examination fees, personal and health insurance, bank charges on international money transfers or course materials i.e., books, photocopies, pens, pencils and papers.

### **Refunds**

The School aims to deliver high quality further and higher education provision, to meet the requirements of students/learners, employers and awarding bodies.

CSA will provide students with as much clarity as possible about the content of their further or higher education programme, location of their studies and timetable prior to the commencement of each academic intake and will aim to minimise changes to programmes of study which result in disruption to students during course of their studies. The School will make all reasonable efforts to ensure that students understand the conditions of their enrolment and the demands of their chosen programme, including the fees payable.

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 School. Should this

action prove necessary, the refund will be processed as part of standard procedures; there should be no need for students to contact the School. Where a course is cancelled, the School will advise students of alternatives, including course offered by other providers which may meet their needs.

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

- Voluntarily left the course;
- Not attended for a period of four weeks prior to leaving or being withdrawn from their programme without previously agreeing a period of planned absence with their course tutor.

The School will honour requests for a refund made in writing within 14 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study, with the exclusion of short courses of less than one month. These requests should be made to the administration department.

Fees will not be refunded where **course closure is temporary** or due to circumstances beyond CSA's control such as in the case of bad weather or transport systems disruption or where there is a power failure which may make the building unsafe. Where possible, the School will make alternative arrangements to support students such as delivery of sessions online rather than face-to-face or classes offered to make up for those that have been cancelled.

For a refund request in response to an issue or problem with your course, the Complaints Policy and Procedures document should be followed (available on the School's website, virtual learning platform Moodle or through student services). Initial contact should be made in writing to the Principal. 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. If the claim is not substantiated the student can appeal referring back to the Complaints policy and procedures.

The Fees and Refunds procedures are not designed to be used to address or resolve academic disputes. Rather, the procedure aims to provide a clear and simple framework, so students can understand when they may be entitled to compensation or a refund of tuition fees and how to make a claim.

In line with the Universities UK guidance and for the purpose of this policy the following definitions apply:

A **refund** relates to the repayment of sum(s) paid by a student to the School or an appropriate reduction in the amount of sums owed in future by the student to the School. This could include tuition fees or other course costs.

**Compensation** will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either:

1. *recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the School (such as travel costs), or*
2. *an amount to recompense for material disadvantage to the student arising from a failure by the School to discharge its duties appropriately.*

## Refund Process

If a refund is agreed within the 14-day enrolment period, or as a result of an investigation through the Complaints Policy and Procedures, 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 School 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.

## Payments terms

### Transfer to another course date

Requests to transfer to another course must be received in writing, a student should state the date and name of the course to which the student wishes to transfer. Transfer will be accepted if the original booking has been paid for; students will need to pay for the original booking before we make the transfer.

If a request for transfer is received at least 14 days before the course date, there will be no charge for the transfer. If student transfer booking at this stage, students may subsequently cancel and receive a full refund, providing notice is given in writing at least 14 days before the new course date.

If a transfer request is received less than 14 days from the course date, there will be an administrative charge of £50 (plus VAT) per learner being transferred. An additional invoice will be sent for this change. The original invoices still stand and need to be paid (if still outstanding).

### Cancellations by the student

If a student needs to cancel booking on a non SLC funded course, then cancellation must be received, at least 14 days before the course date. A full refund will be made of course fees paid. Cancellation received less than 14 days before the date of the course is unable to receive a full refund, but may receive a partial refund at the discretion of the Principal depending on the circumstances.

## Compensation

In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative course, the arrangements outlined in transfers will apply. Where it is necessary as a result of action by the School (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 School will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.

The School 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 such cases:

Level of Stress and Inconvenience	Indicative Compensation
Moderate	Up to 10%
Substantial	Up to 50%
Severe	Up to 90%

**Moderate:**

- An act or omission of the School which has caused some distress and inconvenience in the short term (e.g., less than 6 months).
- Moderate delays (i.e., less than 6 months) or other procedural irregularities on the part of the School where there is evidence to suggest the student suffered material disadvantage.

**Substantial:**

- An act or omission of the School which has caused some distress and inconvenience in the long term (e.g., more than 6 months).
- Substantial mishandling of the complaint by the School which has resulted in or caused unreasonable or avoidable substantial delay (e.g., over 6 months) where there is evidence to suggest the student suffered material disadvantage.

**Severe:**

- Cogent and contemporaneous evidence to suggest that as a result of the School's acts or omissions the student has suffered from ill health.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the School's internal process resulting in material disadvantage to the student.
- Where there has been a clear material disadvantage to a student as a result of the School's acts or omissions, but a practical remedy is inappropriate or impossible.

**Important notes**

It may be necessary (due to reasons beyond our control) for Caspian School of Academics Limited to change the content, timing, date or venue of a course. In the unlikely event of a course being cancelled, our liability is limited to a refund of the course fee.

If the course takes place and you do not attend (for any reason), the above conditions in relation to 'transfer to another course date' and 'cancellation by the student' will apply.

## Financial Implications of Refunds and Compensation Policy

The School will incorporate provisions within its annual budget for the potential payment of tuition fees and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be designated for those students where an increased risk of non- continuation of study has been identified.