

Refund and Compensation Policy

1. Policy Scope

Edge Hill University is committed to preserving continuity of study for all students registered on its courses¹. In doing so, the University acknowledges its responsibilities and duties in law which include:

- its contractual obligations to students;
- the protections in the Consumer Rights Act 2015;
- the Higher Education and Research Act 2017;
- the conditions of registration with its principal regulator, the Office for Students;
- the Office of the Independent Adjudicator's Good Practice Framework;
- the Quality Assurance Agency guidance; and
- internal constitutional documents, regulations, rules and procedures.

Our priority is to ensure that students receive the education they are entitled to expect based on their contract with the University. The scope of this policy is limited to circumstances when the University is unable to preserve continuity of study on a course which the University has contracted to provide to a student, and either:

- alternative studies at the University or elsewhere are not possible or acceptable; or
- there are additional costs, or other implications, associated with an accepted alternative.

The University has a Student Protection Plan in place to preserve the continuity of study for all our students. The Student Protection Plan includes a risk assessment which identifies a range of possible risks to continuity of study and the likelihood of those risks actually occurring. The Plan has to be approved by the Office for Students and reviewed annually to ensure the assessment of risk remains current.

Where the University assesses that a risk is reasonably likely to occur, the Student Protection Plan will include a range of specific measures the University will take to reduce that risk and preserve continuity of study. It will also include an action plan of steps we will take if the risk does, in fact, occur.

In the highly unlikely event that the University is unable to preserve continuity of study for a student, the University may, in order to protect the consumer rights of students, refund tuition fees, other relevant costs, and/or pay compensation.

This Policy sets out how we will deal with refunds and compensation in these circumstances. It applies to all students registered at the University, including those who have formally interrupted their studies.

¹ We use the word 'course' to mean a programme of study leading to the award of a qualification.

2. Refund, compensation and non-financial remedies

A **refund** relates to the repayment of sums paid by a student to the University or an appropriate reduction in the amount of sums owed in future by the student to the University. This could include tuition fees, other course costs, or accommodation costs.

Compensation means recognition for some other recognisable loss suffered by the student. This normally falls into two categories:

- compensation for wasted out-of-pocket expenses which have been incurred by the student and which were paid to someone other than the University, such as travel costs; or
- an amount to compensate for any material disadvantage to the student arising from the University's failure to discharge its duties appropriately.

Compensation may take the form of a financial payment, a discount, or some other benefit.

3. Making a claim

If the University has implemented its Student Protection Plan, and has been unable to find an acceptable solution to preserve the continuity of study, or there are additional costs associated with an acceptable alternative, the student can make a claim under the Refund and Compensation Policy.

Affected students will be invited to complete a claim form and to submit any relevant information and evidence in support of their claim. Where appropriate, for example, when expenditure is incurred outside of the University, we may require students to submit documentary proof of the actual loss incurred. The University will not refund or pay compensation for hypothetical or speculative financial loss

4. Decision Making Process

All decisions on refunds and compensation will be made by a Refund and Compensation Panel and will take a student-centred approach. The Panel will meet promptly once it is established that the University is unable to preserve the continuity of study for a group or individual.

The Panel will normally comprise:

- Director of Student Recruitment and Administration (Chair)
- Academic Registrar
- Director of Academic Quality Enhancement
- Academic Registry officer (Secretary)

For each student claim, the Panel may decide on one or a combination of the following outcomes:

- i. *Refund.* Money will be refunded in recognition of tuition fees and/or other relevant costs, for example accommodation, for services which have not been delivered, or where the original charge is no longer reasonable;

- ii. *Commitment to honour payments scheduled.* Where a student would ordinarily receive a bursary payment or scholarship, the University may agree to fund/continue to fund such payments for a specified period;
- iii. *Facilitate transfer.* Where a transfer is secured (within the University or to another provider), the University may provide financial support for costs incurred which relate directly to the transfer process and/or costs associated with the transfer that otherwise would not have been incurred by the student, for example additional travel expenses;
- iv. *Compensation.* Compensation may be awarded where the University recognises that a student has experienced actual financial loss, or other material disadvantage, as a direct result of the University's failure to preserve their study.
- v. *No action required.*

Each individual case will be context-specific and it would not be appropriate to prepare a definitive list of items to refund or compensate. Some students, because of their personal circumstances, may be disproportionately affected by the University's inability to preserve continuity of study. The University will not, therefore, apply a blanket formula when assessing the amount of any refund or compensation awarded under this Policy.

The Panel will, however, consider each case consistently under the principles outlined in section 5

Students will be notified of the outcome, in writing, and will be given reasons for the decision.

The University will provide full or partial refunds, within 14 days from the agreement that a refund is due.

5. Decision Making Principles

The University will consider each case on its own merits and an individual approach will be taken, assessing the circumstances for each student affected. This will include:

i. Impact

The University recognises that the impact of the same event will be different depending on each student's needs, characteristics and circumstances.

When making an assessment of impact the Panel will consider items not limited to, but including:

- the timing of any course closure in relation to the initial contractual offer made and what part of that offer would not be fulfilled;
- the effect, and financial implications, of any mitigating actions that the University has taken (for example, facilitating transfers) or failed to take;
- financial assumptions that the student may have reasonably made, such as reliance on course-related income, or child-care plans, which would not then be available under contingency arrangements; and/or
- expenses incurred directly as a result of the original programme which a student would not have incurred if they had not been studying on that specific course and which hold no value under any contingency arrangements.

ii. Accountability

In order for the University to determine the extent to which it is responsible for any cost or loss experienced directly as a result of a course closure, or other interrupting event, the University will consider:

- any steps the student has, or has not taken, to minimise their financial loss or the impact of the course closure or other interrupting event;
- whether the student has unreasonably refused or rejected a reasonable option that was available or offered;
- whether the student has unreasonably refused a reasonable offer of financial compensation; and/or
- any delays in resolving a matter which may have been partly caused by the student.

Where a student's own actions have contributed to their current position, the Panel may take this into account in the decision-making process providing that this is done in a reasonable, proportionate and transparent way.

iii. Proper Use of the University's Funds

During the decision-making process, the University will remain mindful of its status as an exempt-charity and its duty to ensure funds are used for its charitable purposes.

6. Financial Administration

The Academic Registry is responsible for processing refund and compensation payments.

Where possible, refunds will be made via the same mechanism through which the University received the payment in the first instance, for example:

- i. Student Loans Company (SLC) payments will be returned directly to the SLC via a change of circumstances notification;
- ii. Fees paid by sponsors, such as employers, will be returned to the sponsor;
- iii. Self-funding students will receive any refund directly.

Compensation, bursary and scholarship payments will be made directly to the student via a BACS payment or other appropriate means.

7. Complaints

Where a student is not satisfied with the decision of the Panel, a complaint may be made under the University's Student Complaints Procedure. Full details are available at <https://www.edgehill.ac.uk/documents/complaints-procedure/>

At the completion of the Student Complaints Procedure, the University will issue the student with a Completion of Procedures letter which will set out how a student may refer their complaint to the Office of the Independent Adjudicator.