Higher Education Refund & Compensation Policy 2026/2027(v5)

North Warwickshire and South Leicestershire College

Policy Author: Vice Principal: HE and Adults

Lead Owner: Deputy Principal

Target Audience: Staff / Students

Policy Location: Website

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Document History

Version Number	Amended By	Date of Revision	General Revision Description
V2	APSS	15.6.23	Inclusion of section 12
V3	APSS	25.6.24	Date and version number updates, inclusion of Student Finance England in 1.4, Academic and Assessment Misconduct and Appeals Policy at 4.6, Access to Learning Fund at 6.1vi
V4	AVPHA	17.6.25	Date and version number updates, updates to section 11.
V5	VPHEA	21.05.2026	Date and version number updates and updates to section 11. Withdrawal from Programme to align with Student Finance England terminology relating to mode of study, engagement, and attendance, in preparation for the introduction of Lifelong Loan Entitlement (LLE) funded provision from January 2027

Higher Education Refund & Compensation Policy 2026/2027(v5)

1. Introduction and Rationale

1.1 It is a condition of registration with the Office for Students for providers to demonstrate that they have given due regard to Competition and Markets Authority (CMA) guidance when drafting policies and procedures that form the contract between the provider and students.

1.2 To meet the ongoing conditions of registration with the Office for Students the College publishes a Student Protection Plan on an annual basis which sets out the potential risks to continuation of study.

1.3 This Policy sets out the refund and/or compensation that the College will consider paying to students in the unlikely event that continuation of study cannot be preserved as a result of one or more of the risks identified within the Student Protection Plan crystallising.

1.4 This Policy relates to students in receipt of tuition fee loans from the Student Finance England, Students who pay their own tuition fees and students whose fees are paid by a sponsor.

1.5 This electronic version is the definitive version of the Policy.

2. Regulatory Considerations and Statutory Responsibilities

2.1 Competition and Markets Authority (CMA) Guidance.

2.2 Consumer Rights Act 2015 (CRA).

2.3 Higher Education and Research Act 2017 (HERA). .

2.4 Office for Students - Regulatory Framework.

2.5 NWSLC Student Protection Plan.

2.6 Office of the Independent Adjudicator (OIA).

3. Definitions

3.1 A **Refund** relates to the repayment of sums paid by a student to the College or an appropriate reduction in the amount of sums owed in future by the student to the College. This could include tuition fees and other course costs.

3.2 **Compensation** will relate to some other recognisable loss suffered by the student. This includes:

i. recompensing the student for wasted out-of-pocket expenses they have incurred, which are paid to someone other than the College (Such as travel costs incurred as a result of relocation)

ii. an amount to recompense for material disadvantage to the student arising from failure by the College to discharge its duties appropriately.

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

(Universities UK (UUK) - Compensation and Refund Policies - Developing Good Practice)

4. Related Policies, Procedures and Documents

4.1 Student Protection Plan.

4.2 Tuition Price Policy.

4.3 Further Education and Higher Education Admissions Policy.

4.4 Recruitment Policy.

4.5 Comments, Compliments & Complaints Policy.

4.6 Risk Management Policy.

4.7 Academic and Assessment Misconduct and Appeals Policy.

4.8 Other policies and documents may be identified from time to time as circumstances change and may be added to this list.

5. Programme Closure - Applicants

5.1 If the College makes the decision to suspend or close a programme from our portfolio of qualifications, this decision will be made through our curriculum planning process, with the overall consent of the Deputy Principal. In normal circumstances this decision will be made ahead of applications and the programme will be withdrawn from our website and publications.

5.2 Where this is unavoidable, for example where the projected applications do not convert to enrolments or an unforeseen event happens which leaves the College with no option but to close a programme, applicants and their representatives shall be consulted at the earliest opportunity on the changes and they shall be furnished with all necessary information, advice and guidance by the College to help them find a suitable alternative at the College or an alternative provider.

6. Programme Closure - Enrolled Students

6.1 In the unlikely event that the College makes a strategic decision to close a programme on which students are enrolled the College will, wherever possible, 'teach out' allowing affected students to complete their studies before the closure occurs. Where the circumstances are exceptional and 'teach out' is not possible the College will:

i. Consult with all affected students at the earliest opportunity

ii. Offer advice and guidance to support students in transferring to a similar programme at the College or to transfer to an alternative provider

iii. Offer to pay reasonable travel costs to cover at least one visit to an alternative provider

iv. Provide an interim certification of achievement

v. Put in place a refund and compensation plan relevant to the circumstances. This will include where appropriate consideration of tuition fee refund and compensation for additional costs incurred by students as a result of the programme closure. Compensation may include maintenance costs, lost study time, additional tuition costs and travel costs as a result of relocation

vi. Commit to honour the remainder of Access to Learning Fund (hardship) payments to those students who would have continued to receive instalments had the programme not been terminated.

7. Termination of Contract for Franchised and Validated Programmes

7.1 The College has agreements and processes in place with partner universities to mitigate the severity of the risk that the decision to terminate a partnership agreement would have on the continuation of study for students on franchised or validated programmes.

7.2 In the unlikely event that a partnership is dissolved we will be compliant with the partner universities exit strategy plans and procedures, for example programme intake suspension and closure

procedures, and agree to work in cooperation with the partner institution to ensure all applicants and students are advised of the ending of the partnership and to ensure that all affected students are consulted around the alternative options available including the transfer of students to the partner institution.

8. Changes to Course Structure

8.1 The College will endeavour to deliver programmes in accordance with the course description on our website and in our prospectus however in the event of unavoidable changes to the course content in-year, the College will ensure that changes are implemented through consultation with students and that changes are restricted to the minimum to maintain quality of delivery and experience.

8.2 In circumstances that fall under force majeure clause, the College will take all reasonable steps to protect the continuation of teaching, learning and assessment and to deliver contractual obligations.

9. Changes to Course Location

9.1 If the College makes the decision to move provision to a different location the College will:

i. Consult with all applicants and enrolled students at the earliest opportunity.

ii. Offer reasonable compensation to enrolled students who may incur additional travel expenses due to the relocation.

10. Complaints Relating to Sub-Standard Service

10.1 The Consumer Rights Act 2015 introduced an additional statutory remedy of repeat performance and reduction of price. Should a student feel that they have received a substandard service, they may be entitled to ask for a repeat of the part of the course that did not meet the standard.

10.2 Students should use the complaints policy to lodge a formal complaint.

10.3 If a student complaint is upheld the College will:

i. Offer a repeat of the substandard part of the course.

ii. Offer additional sessions / support to help a student complete.

10.4 Where it is not possible to repeat the service to the required standard the College may offer partial or full refunds. Where students wish to apply for a refund due to exceptional circumstances they must write to the Chief Operating Officer.

10.5 Where a resolution is not agreed through the College's complaints policy, a student has the right to take their case to the Office of the Independent Adjudicator (OIA).

11. Withdrawal from Programme

11.1 Full refunds will only be made if the College cancels the course, it is over-subscribed, or the student withdraws within the 7-day cooling-off period. The 7-day cooling-off period begins on the date of the first registered teaching event on the course. This enables the student to ensure they are happy with the course and also for the College to cancel the course if it becomes unviable. In these circumstances the College will make a full refund, and no administration fee will be charged.

11.2 After the 7-day cooling-off period fees will be liable as follows.

For Students studying 120 credits full-time or 60 credits part-time scheduled within one academic year, where a student withdraws from programme in year, the fee retention set out below will apply, up to and including the date of withdrawal.

Term 1 - Students are liable for 25% of the Tuition Fee from day 8 of the start of the course.

Term 2 - Students are liable for 50% of the Tuition Fee from day 1 of the first day of the second term.

Term 3 - Students are liable for 100% of the Tuition Fee from day 1 of the first day of the third term.

11.4 Withdrawals are processed from the last date of student engagement with the College, or the date on which a student confirms their decision to withdraw, whichever is the latter. Engagement includes attendance (in person or remotely), participation in taught sessions, and access to or engagement with online learning resources or other course-related activities.

11.5 Where learners wish to apply for a refund due to withdrawal through exceptional circumstances they must write to the Chief Operating Officer for consideration.

12. Equality Analysis

12.1 By virtue of the provisions of the Equality Act 2010, the College has a duty to have due regard to the need to:

i. eliminate unlawful discrimination, harassment and victimisation and other prohibited conduct;

ii. advance equality of opportunity between people of different groups;

iii. foster good relations between people from different groups.

13. Data Protection Impact Assessment

13.1 Data Protection Impact Assessments (DPIA) are an essential part of the College's accountability obligations under the UK GDPR. Conducting a DPIA is a legal requirement for any type of processing, including certain specified types of processing that are likely to result in a high risk to the rights and freedoms of individuals. Under UK GDPR, failure to carry out a DPIA when required may leave the College open to enforcement action

13.2 A DPIA, relating to any relevant areas within this Policy and Procedure, will therefore be undertaken to enable the systematic analysis, identification and minimisation of data protection risks and to demonstrate how the College complies with its data protection obligations.

14. Implementation, Monitoring and Review

14.1 This Policy should be read in conjunction with our Student Protection Plan.

14.2 The College will take a student-centred approach to resolving complaints.

14.3 The College will strive to ensure that students receive the education they are entitled to and will do everything within its powers to ensure that all students have the opportunity to complete their chosen programme of study.

14.4 The College considers refunds and compensation to be a remedy of last resort. Wherever possible complaints will be resolved through the College's complaints procedure and where necessary via the Office for Independent Adjudicator (OIA) in England and Wales.

14.5 The College may consider remedies that satisfy a student's complaint without the need for a refund or compensation. This may include an apology or good will gesture, or an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended.

14.6 In the rare event that the College is not able to meet its obligations it will consider whether refund or compensation is appropriate for students.

14.7 This Policy does not cover instances where students consider withdrawing from or interrupting their studies for personal reasons.

14.8 This Policy is the responsibility of the Deputy Principal. It will be reviewed and updated annually to ensure that it continues to reflect the risks identified within the Student Protection Plan.