

IBCM Refunds and Compensation Policy

1.0 Purpose and National Context

- 1.1** The purpose of this policy is to set out the arrangements for the refund of tuition fees that apply to learners or their employers on further education, higher education and commercial programmes. This policy also outlines the circumstances when the college may consider the payment of compensation to students or their employers. The Policy is not intended, in the first instance, to be used to resolve academic disputes relating to learner success. It aims to provide a clear and simple framework so that learners can understand when they may be entitled to compensation or a refund of tuition fees or another type of remedy and 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.
- 1.2** The funding and regulation of higher education in England changed in April 2018 when the Office for Students (OFS) became fully operational. The OFS will combine the existing regulatory functions of the Higher Education Funding Council for England (HEFCE) and the Office for Fair Access (OFFA). The OFS has a remit to create and oversee a regulatory environment in higher education which puts the interest 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 college's students and risk mitigation measures and information about the policy in place to refund tuition fees and other relevant costs to the college's students and to provide compensation where necessary in the event that the college is no longer able to preserve continuation of study.

2.0 Scope

- 2.1** This policy document covers refunds and compensation procedures for all IBCM programmes, including further education, higher education and commercial programmes. It covers those studying at IBCM premises and those studying remotely via distance learning.
- 2.2** The policy applies to all students irrespective of the funding arrangements for their further or higher education programme including students who pay their own fees, students whose tuition fees are paid by their employer and students who are in receipt of a loan from the Student Loans Company.
- 2.3** This policy only covers students affected where IBCM is unable to meet its obligations of education and/or is unable to preserve continuation of study. It does not cover instances where students may decide to withdraw from their course of study (see IBCM Terms and Conditions)

2.4 IBCM has a separate Fees and Pricing Policy

3.0 Responsibilities

3.1 The **Board of Governors** via the Management Committee are responsible for the development and maintenance of all aspects of the colleges FE and HE strategy and provision, to ensure it meets the requirements of awarding bodies, the higher education regulator, the Office for Students (OFS), the Quality Assurance Agency (QAA) and the Competition and Markets Authority (CMA)

3.2 The **Executive Committee** will receive and deal with any refund requests and these and automatic refunds will be processed by the **Finance Manager**.

4.0 Refunds

4.1 The College aims to deliver a high quality further and higher education provision in line with the requirements of learners, employers, awarding bodies and universities.

4.2 The College 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 year (or term for termly course starts) and will aim to minimise changes to programmes of study which result in disruption to learners during the academic year.

4.3 All students have a legal right to a 14 day “cooling off” period (as detailed in the IBCM Terms & Conditions) and will receive a full refund of any monies paid, should they be unable to, or decide not take up/continue with the programme of study at IBCM.

4.4 The Student Protection Plan (SPP) details instances where refunds will be given in the case of programmes not being able to run. Any monies paid at that time by potential students will be refunded in full. This should be processed as part of standard procedures and there should be no need to contact the college to request this.

4.5 Refunds will be made where it is necessary to close a programme, for example where the attendance of learners is made impossible or inappropriate by some action of the college. Should this action prove necessary, the refund will again be processed as part of standard procedures and there should be no need to contact the college to request this.

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

- (i) Voluntarily left the course
- (ii)** Not attended for a period of four weeks prior to closure without having previously agreed a period of planned absence with their course tutor

4.7 Refunds will not be made for any materials or equipment which are being retained by the learner, or any registration fees which have been paid to another party by the college on behalf of the learner.

4.8 For a refund request in response to an issue or problem with your college course, the Feedback & Complaints Policy found on the college website should be followed. In each case the learner should explain in detail (using the complaints form) the issue/problem experienced and why the learner believes that they are entitled to a refund. This must be done within 14 days of the issue/problem occurring to enable the college sufficient time to explore options for remedying the issue. The Complaints procedures (detailed in the Feedback and Complaints Policy) will be followed and if the issue/problem is substantiated the learner may receive a refund if this is deemed the appropriate resolution. If the complaint is not substantiated the learner can appeal referring back to the Complaints Policy.

4.9 Financial compensation/refund will not always be the appropriate response to a complaint and it is unlikely that most issues will be resolved in this way. Alternatives to financial compensation might include an apology, a goodwill gesture, an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended, or repeat delivery of the relevant course element may be offered where possible.

4.10 If a refund is agreed through either course closure, 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 payment method was by cash, refunds will be made by cheque (the college does not hold large cash sums)
- Where the original payment method was by credit/debit card, a refund will be made back to the same debit/credit 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.
- Where fees were invoiced to and received from and Employer/Sponsor, refunds will be returned to the Employer/Sponsor by the same payment method
- Where the original payment was received from the Student Loan Company, refunds will be made to the Student Loan Company, who will reclaim fees as a

result of the College completing a change of fee notification. The Student Loan Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.

4.11 Overpayment refunds will be subject to a minimum ten working day clearance period.

5.0 Transfers

5.1 Where a transfer is made from a course the college has closed to an alternative higher fee course, the difference will be made by the College.

5.2 Where a student transfers to a course with similar tuition fee, no charge will be made

5.3 Where a student decides themselves to transfer to a higher fee course, the student will pay the difference between the course tuition fees.

6.0 Compensation

6.1 In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative course, the arrangements outlined in 5 above will apply.

6.2 Where it is necessary as a result of action by the college (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 college will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.

6.3 The College's priority will always be to ensure that students receive the education experience outlined in course information and their learning agreement. Where, as a result of investigation through the Feedback and Complaints Policy and Procedure, it is concluded that this has not been the case, financial or other compensation may be offered.

6.4 The College 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:

| Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students | |
|---|---------------------------|
| Level of distress and inconvenience | Indicative compensation |
| Moderate | Up to £300 |
| Substantial | Between £301 and £1,250 |
| Severe | Between £1,251 and £3,000 |

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £3,000 will only be considered in exceptional circumstances.

Moderate:

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

Substantial:

- An act or omission of the college which has caused some distress and inconvenience in the long term (i.e. more than 6 months)
- Substantial mishandling of the complaint by the college which has resulted in or caused unreasonable or avoidable substantial delay (ie 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 college's acts or omissions, the student has suffered from ill-health
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the college'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 college's acts or omissions, but a practical remedy is inappropriate or impossible.

7.0 Financial Implications of Refund and Compensation Policy

7.1 The College will incorporate provisions within its budget for the potential payment of tuition fees and other refunds and compensation payments to students.

7.2 In view of changes in the sector including qualification review and reform and regulatory changes and College developments, this policy will be subject to review in April 2021.

8.0 Reference Points

The following policy and procedure documents support the information in this policy:

- IBCM Feedback and Complaints Policy
- IBCM Terms and Conditions of Study
- IBCM Student Protection Plan
- IBCM Fees and pricing policy

7.0 Version History

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| Version | 1.0 |
| Originator | Debby Dawson |
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| Approved by | Board of Governors |
| Approved | August 2021 |