



## Refund and Compensation Policy

### Effective from 1 August 2019

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#### 1. Purpose

To support the University's [Student Protection Plan](#), the University is required to adopt a Refund and Compensation Policy to explain the circumstances in which the University will refund tuition fees and other relevant costs to students, and offer compensation when necessary where the University makes material or major changes to a programme, or withdraws or is unable to continue providing a programme of study for one or more students.

#### 2. What is covered by the policy?

Circumstances in which the University will refund or compensate students is in accordance with:

- [The University's Student Protection Plan](#)
- The University's contractual obligations to students
- [The Consumer Rights Act 2015](#)
- [The Higher Education and Research Act 2017](#)

The University's intention is that all students registered with the University, at any of its campus locations, will have the opportunity to achieve optimum academic outcomes from their studies. This commitment is underpinned by the contract between the student and the University, formalised at the point of registration. In the event that this is not possible the University will address the situation based on this policy.

#### 3. To whom does the policy apply?

All current registered students and students who have accepted a place on a relevant programme of study, including those following INTO pathway or pre-sessional programmes.

#### 4. Roles and responsibilities

The Academic Registrar is responsible for the operation of the Policy along with the Head of Student Progress and the Income Section Manager.

#### 5. Policy

##### Refunds in line with the Credit Policy

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 or accommodation costs.

The University's [Credit Policy](#) and [Tuition Fees Refund Document](#) includes information about the fee liability and refund procedures which are followed when a Newcastle University registered student withdraws from the University or suspends studies. This also includes clarification of the procedure for payment of any refunds.

##### What does the Tuition Fee include?

University tuition fees, which will normally be charged for the full academic year and are not based on a 'cost per class', are composite fees which include registration, tuition or supervision, access to library and IT services, access to Students' Union services, careers support, counselling, examination,

re-examination as an internal candidate and graduation at the student's primary campus. More explanation of what is included in the tuition fee can be found [here](#).

### **Other Refunds**

As noted in Section 2 of the [Student Protection Plan](#), the University will make every reasonable effort to provide alternative options and choices in the event of necessary material or major changes or programme closure. The University will take all reasonable steps to ensure that a student is not financially disadvantaged if the changes, and the alternative options presented, mean that the student is no longer able or willing to continue study at Newcastle University.

If the University is unable to provide an acceptable alternative option and a student withdraws from the University completely, as a direct result of such changes by the University, the University will normally refund all fees paid by the student to that date.

Refunds will be made in sterling via the same method as the original transaction (except where payment was made by cash) and to the source of the original transaction wherever possible. This applies when the student is self-funding or whose fees are paid by a sponsor. Where a student's fees are paid by the Student Loans Company (SLC) any refund will be made to the SLC. Cash refunds are not made.

### **INTO Newcastle and Newcastle University London pathway or pre-sessional students**

Where IUP withdraws or materially changes an INTO programme, any refunds payable would be subject to the provisions of IUP's refund and compensation policies, and terms and conditions.

Where Newcastle University withdraws or materially changes a degree level programme, such that an INTO student no longer has any viable progression options at Newcastle University, any refunds payable would be made under the provisions of Newcastle University's refund and compensation arrangements.

### **Circumstances where refunds would not apply**

If the University supports the student in transferring to another provider with advanced standing, carrying academic credit (for example exemption from the first year of study) from Newcastle University to the receiving institution, the University reserves the right to retain the fees paid by the student for any full academic years successfully completed up to the point of credit transfer.

In the event of temporary disruption to programme delivery as a result of an emergency situation (for example as a result of an epidemic, loss of power, industrial action or loss of IT facilities), the University's priority is to mitigate the impact of the emergency on students and to ensure that the student has the opportunity, without detriment, to achieve the learning outcomes of the programme concerned. A refund of fees (in full or in part) is therefore not normally payable in such circumstances.

### **Compensation**

Compensation means recognition of a loss suffered by the student and may be in the form of a financial payment, a discount or some other benefit. Compensation payments will be made directly to the student via a BACS payment or other appropriate means.

Compensation could be for maintenance costs and lost time where it is not possible to preserve continuation of study or for tuition and maintenance costs where students have to transfer courses or provider.

In any consideration of claims for compensation, the University will seek to be reasonable and proportionate in addressing any demonstrable failure to meet its contractual obligations, depending

on the specific context, the nature and extent of the impact on the student and taking into account mitigation arrangements and other support provided to the student. This consideration may also take account of other factors such as distress, inconvenience, disappointment and reasonable additional costs incurred by the student as a direct result of loss of continuity of study.

The University may, in appropriate circumstances, consider implementing additional support or other measures to the potential benefit of all students affected by an emergency situation.

#### **Circumstances where compensation would not apply**

– In the event of temporary disruption to programme delivery as a result of an emergency situation (for example as a result of an epidemic, loss of power, industrial action or loss of IT facilities), the University's priority is to mitigate the impact of the emergency on students and to ensure that the student has the opportunity, without detriment, to achieve the learning outcomes of the programme concerned. Compensation is therefore not normally payable in such circumstances.

#### **Financial Commitments**

– The University will honour financial commitments (bursaries, scholarships, prizes, discounts etc) made to students already registered at the University in the event of any material change, provided the students continue to meet the relevant eligibility requirements.

For example, in the event that the University fails to secure approval of its Access and Participation Plan for entry in a given year, the University will nevertheless honour, for the duration of the student's programme of study, payment of bursaries or scholarships to which registered students are entitled according to the terms of the Access Agreement which was relevant at the point of entry for that student, provided the student continues to meet the eligibility requirements.

#### **Insurance and Indemnity**

– The University has in place appropriate insurance cover for its protection.

#### **Exceptions**

– Requests for refund or compensation will be considered on a case-by-case basis, depending on the circumstances and the impact, including where it is demonstrably clear and proven that the University has failed to deliver on its contractual obligations to the student as outlined above.

## **6. Procedure to implement the policy**

Students who are affected by the implementation of the Student Protection Plan will be advised of the options available to them. As outlined in Section 5 above (**Other Refunds**), the University will make every reasonable effort to provide alternative options and choices in the event of necessary material or major changes or programme closure. If the University is unable to provide an acceptable alternative option and a student withdraws from the University completely, as a direct result of such changes by the University, the University will normally refund all fees paid by the student to that date.

Students should attempt to resolve any individual issues through the normal procedure: the [Academic Queries and Appeals procedure](#); and / or the [Student Complaints and Resolution Procedure](#). Only after this will there be full consideration of any request for a refund or compensation.

If a student is not satisfied by the outcome of the University's consideration under the above procedures, a submission may be made to the [Office of the Independent Adjudicator](#) (OIA). If the OIA finds in favour of the student, the University will abide fully and completely by the requirements of the OIA, including payment of compensation where appropriate.

Any compensation payment or other redress made by the University, whether as the result of a decision within the University as an outcome of its normal procedures, or as a requirement of the

OIA, will reflect the compensation framework parameters established by the OIA as part of its guidance to providers, in order to ensure equity and fairness to all students who may be affected by similar circumstances.

The University will always expect that a student dissatisfied with his/her experience at Newcastle University should refer the case first to the University and then to the OIA (whose services are free of charge to the student) prior to engaging legal support.

In the event that legal support is engaged by the student, the University will normally be prepared to participate in alternative dispute resolution (ADR) procedures in order to seek to resolve the matter and minimise the potential costs to both the student and the University.

If a refund is agreed, the procedure outlined in the [Tuition Fees Refund Document](#) must be followed.

## 8. Related regulations, statutes, policies and further information

University Documents:

- [The Student Protection Plan](#)
- [The Financial Regulations](#) (internal only)
- [The Credit Policy](#)
- [Tuition Fees Refund Document](#)
- [Academic Queries and Appeals Procedure](#)
- [Student Complaints and Resolution Procedure](#)
- [Remedies and Redress FAQs](#)

External Bodies:

- [Office for Students \(OfS\)](#)
- [Office of the Independent Adjudicator \(OIA\)](#)
- [Quality Assurance Agency \(QAA\)](#)

Relevant legislation:

- [The Consumer Rights Act 2015](#)
- [The Higher Education and Research Act 2017](#)

## 9. Monitoring and reporting on compliance

What will be monitored?	Frequency	Method	Who by	Reported to
<i>Any University incident leading to a refund or compensation, or any complaint made</i>	<i>As required</i>		<i>Head of Student Progress</i>	

<b>Document control information</b>	
<b>Does this replace another policy?</b>	Yes / No. This is a new policy.
<b>Approval: Student Experience Sub-Committee; then to University Education Committee and Student Finance Committee</b>	
<b>Approved by:</b>	<b>Date:</b>

<b>Effective from: 1 August 2019</b>		
<b>Review due: Summer 2020</b>		
<b>Responsibilities</b>		
<b>Executive sponsor: Professor Suzanne Cholerton, PVC Education</b>		
<b>Policy owner: Academic Registrar</b>		
<b>Policy author: Karen Carvell, Income Section Manager</b>		
<b>Person(s) responsible for compliance: Head of Student Progress Service</b>		
<b>Consultation</b>		
<b>Version</b>	<b>Body consulted</b>	<b>Date</b>
Draft 1	Student Experience Sub-Committee	20 May 2019
Draft 2	Student Experience Sub-Committee	20 January 2020
	University Education Committee	29 January 2020
	Student Finance Committee	30 January 2020
<b>Equality Impact Assessment:</b>		
Does the policy have the potential to impact on people in a different way because of their protected characteristics? <b>Unsure, People Services will be consulted prior to final approval</b>		
If yes or unsure please consult the Diversity Team in People Services for guidance		
<b>Initial assessment by:</b>		<b>Date:</b>
<b>Key changes made as a result of Equality Impact Assessment</b>		
<b>Document location</b>		
<a href="https://newcastle.sharepoint.com/docs/Financial%20Policies/Forms/AllItems.aspx">https://newcastle.sharepoint.com/docs/Financial%20Policies/Forms/AllItems.aspx</a>		