

NEWMAN UNIVERSITY

Compensation and Refund Policy

1. Introduction

This policy is designed to protect the consumer rights of students. The University's priority is to ensure that students receive the educational they are entitled to under their contract with the University.

In terms of academic provision and in line with the University's Student Protection Plan, the University policy is to teach out any provision that is being closed to ensure that the students receive their expected programme of study and that an appropriate student experience is provided.

In the exceptionally rare event of the University being unable to teach out a programme or meet a particular obligation associated with the student's programme, the University will consider whether compensation or refund is an appropriate remedy for students.

This policy aims to provide a clear framework so students can understand when they may be entitled to compensation or a refund of university fees or another type of legal remedy and how to make a claim.

It is important to note that financial compensation may not always be the most appropriate remedy and it is likely that most issues will be resolved by alternative means of settlement. Alternatives to financial compensation may include an apology or goodwill gesture (including those remedies suggested in the Office of the Independent Adjudicator's Good Practice publications), or an offer of alternative learning methods if the programme cannot be delivered in the way it was originally intended.

2. Definitions

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 may include tuition fees, other programme costs, or accommodation fees.

Compensation relates to some other recognisable loss suffered by the student. This normally falls into two categories:

- a. Recompensing the student for out-of-pocket expenses they have incurred, which were paid to someone other than the University and where they cannot claim a refund from the party external to the University (see 3 below for further details);
- b. An amount to recompense for demonstrable material disadvantage to the student arising from a failure by the University to discharge its contractual duties appropriately.

Compensation may take the form of a financial payment, a discount or some other form of benefit and the University will consider remedies that satisfy a student's complaint without the need for a refund or financial compensation.

Students also have the right to seek non-financial remedies under the Consumer Rights Act 2015 (CRA) through repeat performance or an order for specific performance.

This means that if the University delivers a demonstrably substandard service, a student may be entitled to ask the University to correct this to be delivered at the required standard. This could mean repeating a part of the programme that did not meet this standard, which would be repeat performance.

If it is not possible to repeat the service, or if it cannot be done in a timely and convenient way, the student may be entitled to a price reduction.

Agreed full or partial refunds that are due to be paid back to the student should normally be provided within 14 days from the agreement that a refund is due.

3. Process

The University expects a student to have been through the University Complaints Procedure before a refund or compensation may be applied for. The only exception will be where a programme cannot be taught out and where further fees, for that portion of the programme for which students have not received tuition, will be refunded to the party which was responsible for fees payment (i.e. the Student Loan Company, or a sponsor, or an employer, or the student).

Should a problem identified potentially affect a large number of students the University may use a separate version of the complaints process to ensure efficiency and consistency.

If a student remains dissatisfied with the outcome of the compensation and refund process, they may be offered a Completion of Procedures letter.

If a student is satisfied with the proposal outcome of the compensation and refund process, this will be done in full and final settlement of all claims arising out of the same issue.

Evidence required for claims of financial compensation

- Suitable documentation confirming financial expenditure (for example: rental contract and money paid or receipt for travel permit/season ticket; child care paid in advance; non-refundable deposit);
- Information should include confirmation of the payments made not being eligible for refund by the external party;
- Details of any other legitimate expenses suffered (e.g. additional travelling costs, postage, materials including books purchased as requirements for the programme, non-refundable deposits where documentation can be provided by the student)

In exceptional circumstances expenses yet to be paid by the student but unavoidable will also be considered.

4. Consideration of claims for compensation or refunds

The University will consider:

- Whether there have been specific undertakings given to the student for the way in which the programme is delivered;
- Whether there has been a failure to deliver against material information agreed with the student at the point of acceptance of the offer;
- Whether a period of prolonged disruption affected the ability of the University to offer learning that ensures the student has a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme;
- Whether there has been a demonstrable loss to the student, in particular, has the student been able to achieve the learning outcomes for their programme;
- Whether the University has followed its own processes in delivery of the programme (quality assurance and communications to students);
- Whether the student has met their own responsibility to minimise losses;
- Whether the student has been affected in relation to:
 - Final degree award
 - Accreditation award
 - Ability to take up a job offer
- Whether there has been any alternative arrangements or adjustments that were implements to mitigate against any loss:
 - Has the student taken up what was offered?
 - Was the student still disadvantaged despite the alternative arrangements made?
- If a complaint is made due to disruption to a student's learning experience which is beyond the student's control (e.g. industrial action) how have students been communicated with and has the communication been clear and consistent so that students were aware of any changes and how they might be affected;
- If compensation or a refund is most appropriate as an outcome or whether an apology or a goodwill gesture be more appropriate;
- The basis for the claim (loss of teaching time or material impact on learning outcomes and future prospects).

5. Responsibilities and duties in law, at sector level and the University

Statutory responsibilities

- The Consumer Rights Act 2015 (CRA) including CMA guidance;
- Higher Education and Research Act 2017 (HERA).

Sector Responsibilities

- Office of the Independent Adjudicator (OIAHE);

- Registrations with the Office for Students;
- QAA UK Quality Code, including advice and guidance.

Institutional Responsibilities

- University Academic Regulations;
- Terms and Conditions;
- Student Protection Plan.