



## **Student Compensation and Refund Policy**

### **Introduction**

1. This policy is part of the University IF's Student Protection Plan and reflects our commitment to the student experience and to supporting our students to achieve their academic outcomes. <https://citycollege.sheffield.eu/StudentProtectionPlan.pdf>
2. The University International Faculty (CITY College), thereby University IF, Compensation and Refund Policy enables students to claim compensation from the University in situations where there has been a material breach of contract or where, following an upheld complaint, a student wishes to claim compensation in the form of a financial refund, price reduction or repeat provision of service. The Compensation and Refund Policy is linked to the Student Complaints procedure. <https://citycollege.sheffield.eu/Student-Complaints>
3. Students who submit a formal complaint through the Student Complaints procedure and who have that complaint upheld, may wish to apply to the University International Faculty (CITY College) for a refund or compensation (including financial compensation) under this Compensation and Refund Policy. Under the Compensation and Refund Policy, students can apply for a full or partial refund of tuition fees and a full or partial refund of wider expenses incurred in the course of studying at the University IF.
4. The University IF also has a Tuition Fee Refund policy. This policy does not replace the Tuition Fee Refund policy. Your statutory rights are not affected. <https://citycollege.sheffield.eu/Refunds.pdf>

### **Context**

5. This Refund and Compensation Policy sets out the circumstances in which the University IF will refund tuition fees and other relevant costs to students. The policy covers situations where the University IF is no longer able to preserve continuation of study for one or more students. The policy may also cover situations where there has been disruption to a course of study. The Student Protection Plan identifies such circumstances as being of low risk. However, should such circumstances arise, this policy sets out how affected students can receive a refund of fees and/or appropriate financial or other compensation.
6. The University IF considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at the University IF.

7. The University IF is not liable for events outside of our control as set out in the Terms and Conditions of Offer.

### **Explanation of Terms**

8. In this policy a reference to a Refund means the repayment of sums paid by a student to the University IF or an appropriate reduction in the amount of sums owed in future by the student to the University IF. This could include tuition fees, other course costs.
9. In this Policy a reference to Compensation means payment in respect of another recognisable loss suffered by the student. This would normally fall into two categories: (i) recompensing the student for unplanned or additional out of pocket expenses they have incurred which were paid to someone other than the University IF (such as travel costs); or (ii) an amount to recompense for material disadvantage to the student arising from a failure by the University IF to preserve continuation of study.
10. Compensation may take the form of a financial payment, a discount, or some other form of benefit. Compensation could also take the form of a remedy without a financial element such as an apology or a good will gesture.
11. Students are advised that in addition to the rights set out in this Policy they also have additional statutory remedies under the Consumer Rights Act 2015. This policy is informed by the Consumer Rights Act 2015 (CRA) and the Higher Education and Research Act 2017 (HERA). The is regulated by the Office for Students and conforms to the requirements set out in the Student Protection Plan.
12. The policy will be reviewed on an annual basis.

### **Refunds or Compensation in the event of change or non-continuation of a programme of study**

13. In this Policy a reference to the University IF no longer being able to preserve continuation of study means that the University IF has terminated or intends to terminate:
  - (i) An academic programme of study on which an individual has accepted a place before that individual can enrol as a student;
  - (ii) An academic programme of study on which a student is enrolled before that student has completed that course.
  - (iii) A postgraduate programme of research study

### **Undergraduate and Postgraduate Taught students**

14. In circumstances where the University IF is no longer able to preserve continuation of an academic programme of study, and students have already commenced study on that programme, students may make a claim for compensation where they are forced to withdraw from the University IF. This will only apply when the University IF is ceasing to deliver an academic programme of study before registered students of that programme have completed their studies. Students in these circumstances may also transfer to another programme of study at this or another university. If this results in additional costs relating to tuition fees or travel costs, students can also apply for financial compensation in respect of these additional costs.
15. The University IF will always aim to teach students to the end of their programme even when a decision has been taken to close an academic programme and to cease admissions to it.
16. The University IF of Sheffield considers refunds and compensation to be a remedy of last resort and is committed to ensuring as far as possible that all students are able to continue and complete their studies at the University IF.

#### **Postgraduate Research students**

17. For postgraduate research students, the academic programme of study means the funding period as defined by the sponsor of the research, or, in the case of self-funding students, their normal time limit for the submission of their thesis. These dates are recorded at the point of registration, as a research student of the University IF. If a postgraduate research student is no longer able to be supervised at the University IF due to the departure of their supervisor and the University IF is unable to provide alternative supervision with relevant academic expertise, this will be deemed a cessation of their academic programme by the University IF. If the student is forced to withdraw from the University IF, and does not transfer to another University to continue their research study, the student may apply for compensation. Students in these circumstances may also transfer to another postgraduate research programme of study at this or another university. If this results in additional costs relating to tuition fees or travel costs, students can also apply for financial compensation in respect of these additional costs.
18. The University IF will also ensure that its plan for dealing with the cessation of an academic programme of study or postgraduate programme of research study includes appropriate provision for communicating with and compensating individuals who have accepted a place (but not yet commenced study) on the programme, to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different programme at the University IF or seek a suitable alternative.

#### **Eligibility**

19. This policy covers all students of the University IF. It covers: students who pay their own tuition fees; and students whose tuition fees are paid by a sponsor. In all cases, tuition fees and other costs will only be refunded to the original fee-payer/sponsor (whether individual student or sponsor of a student).

20. This Policy will not normally apply to individuals who have completed the studies for which they registered as a student with the University IF.

### **Opportunity to Transfer Programme**

21. In the unlikely event of the University IF not being able to 'teach out' students on a programme that is being discontinued, students will be offered the opportunity to transfer to another programme at the University IF. Where there is not a suitable alternative programme at the University IF, the University will support students to transfer to a suitable programme at another UK university.
22. Where a postgraduate research student is no longer able to be supervised on their original research programme, alternative supervision will be sought. If no alternative supervision is available, an alternative research programme may be offered in a related area of study. If there is no feasible alternative research programme that is acceptable to the student, and the programme of study is therefore ceased by the University IF, the student can apply for a refund and/or compensation.

### **External Review**

23. If a student remains dissatisfied with the outcome of a claim for compensation under this policy, the student may be able to apply for a review of the claim by the Office of the Independent Adjudicator for Higher Education (OIA). This is an independent review scheme external to and independent of the University IF's complaint procedure. The OIA will normally only review issues that have been dealt with through the University IF's internal procedures. The Student Advice Centre in the Students' Union can advise on this <https://su.sheffield.ac.uk/student-advice-centre>. The OIA website can be found at: <http://www.oiahe.org.uk/>

### **Compensation Plan**

24. The University IF will put in place a Compensation Plan relevant to the circumstances of the individual student or students that includes provision for compensation in respect of additional costs reasonably incurred by students as a result of any transfer of programme or cessation of programme of academic study.
25. The University IF will also ensure that its plan for dealing with the programme cessation includes appropriate provision for communicating with and compensating applicants who have accepted a place on the programme, to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different programme at the University IF or seek a suitable alternative.
26. Enrolled students, and any applicants who have accepted a place on the relevant programme of study, should also take such reasonable steps, in line with advice given by the University IF, to mitigate the situation.
27. The compensation plan will include appropriate provision for:
- (i) tuition fee costs (cover self-funded tuition fees or payment of tuition fees from a sponsor);
  - (ii) maintenance costs;
  - (iii) lost time;

- (iv) reasonably incurred accommodation costs;
- (v) travel costs as a result of relocation of provision.
- (vi) other university-related costs, e.g. sports club membership

28. Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.

#### Payments

29. Refunds will only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee or other costs and will not be paid in cash. This applies whether the student pays their own tuition fees or has their tuition fees paid by a sponsor.

#### Individual Claims Process

30. Before seeking redress under the terms of this Refunds and Compensation Policy, students/individuals affected should submit a complaint to the University IF in accordance with the Complaints Policy.

<https://citycollege.sheffield.eu/Student-Complaints>

31. Upon completion of the procedure outlined in the University IF's Complaints Policy, a student may seek to use the provisions of this policy to seek financial redress if they remain dissatisfied with the outcome. Queries about the application of this policy should be addressed to [acadreg@citycollege.sheffield.eu](mailto:acadreg@citycollege.sheffield.eu)

32. Claims submitted under the terms of this policy should:

- (i) make it clear that the complaints policy has been exhausted;
- (ii) set out the impact of the programme change and what steps have been taken to mitigate this.

33. Upon receipt of a claim under this policy the University IF will consider the detail of the claim against the factors set out below. A response will be provided within 14 days.

34. Factors the University IF will consider in assessing claims under this policy:

- (i) Whether the University IF had failed to deliver any specific undertakings that had been given to the students for the way in which the programme is delivered;
- (ii) Whether there had been a failure by the University IF to deliver against material information agreed with the students at the point of acceptance of the offer;
- (iii) Whether a period of prolonged disruption, such as industrial action, has jeopardised the ability of the University IF to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the course;
- (iv) Whether there has been a demonstrable loss to the student;
- (v) Whether the University IF followed its own processes in delivering the course;
- (vi) Whether the student has met their own responsibility to minimise losses;

- (vii) Whether the student took up any reasonable adjustments that were implemented for students to mitigate against the loss and if so consideration of whether a student was still disadvantaged despite alternative arrangements;
- (viii) Whether if a complaint is made due to disruption to a student's learning experience which is beyond the student's control, for example disruption to the programme of study due to industrial action, the University IF communicated with students adequately throughout the process.

### **Group Claims Process**

35. Where a problem has potentially affected a large number of students, such as industrial action, a separate streamlined process for dealing with groups of complaints efficiently and consistently may be used. This will be consistent with the existing complaints procedure and should this situation arise the University IF will make the process clear to students and ensure that this is fair and proportionate. In the event that a student would prefer to use the established complaints procedure individually, they will not be prevented from doing so. The University IF could decide that an issue arising from an individual complaint affects more than just that individual and apply this policy more widely.
36. The University IF will consider the factors set out in paragraph 33 above in assessing any group claim.
37. If a student's complaint is dealt with through this group process rather than the established complaints procedure and any student is dissatisfied with the outcome, the student will be offered the option of receiving a Completion of Procedures letter in order to progress a complaint to the OIA.
38. If students use the group process and are satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.