



Higher Education Refund and Compensation Policy

2020- 2021

Reviewed by: **Janet Smith – Principal (Redbridge & Epping Forest Campuses)**

Document owner: **Jitinder Hans – Group Head of HE & Access**

Date approved: **July 2018**

Revised: **July 2019**

August 2020

To be reviewed: **August 2021**

Approval Committee: **Higher Education Committee**

1. General Policy Statement

New City College (the College) has developed this policy setting out the circumstances in which the College will refund tuition fees and other relevant costs to students and provide compensation where necessary if the College is unable to provide continuation of study for one or more students on its higher education programmes. The risk that this may occur has been assessed, through the Student Protection Plan, as unlikely. However, if it were to occur then any affected students should receive a refund of fees and appropriate compensation.

This policy covers programmes that the College has or intends to discontinue and does not include changes or discontinuation of programmes where all registered students would have been expected to have completed their programme by the termination date.

Requests for programme discontinuation shall be made to and considered for approval by the Higher Education Committee as outlined within the HE Closure of and Withdrawal of HE Provision Policy.

Refund and compensation plans will be based on the relevant guidance published by the [Office for Students](#) and/or the [Office of the Independent Adjudicator for Higher Education](#).

1.1. Right to Cancel

The offer of a place on a higher education course or programme of study at the College is made subject to terms and conditions as detailed within the [Higher Education Terms and Conditions](#). Students have a statutory right to cancel their contract (enrolment) with the College without giving any reason. The cancellation period under UK consumer law will expire 14 days from the day the student enrolls.

To exercise the right to cancel, the student must inform the College of the decision to cancel this contract by:

- Sending an email to the College's HE Admissions Office (info@nccclondon.ac.uk); or
- Completing and returning the New City College Cancellation Form for Higher Education programmes.

If a student cancels the contract within the cancellation period described above, the College will reimburse the student all payments they have made.

In addition to the cancellation period, the College allows students to cancel their contract at any time up to the date on which the programme is due to commence. If a student cancels the contract after the cancellation period has expired, the College will not be obliged to refund payments made by the student.

1.2. On Programme Discontinuation

In exceptional circumstances programmes may be closed. A programme discontinuation is defined as a closure when the College has to discontinue a programme after the programme has commenced and before the expected programme end date. Where this occurs on-programme, the College shall make arrangements for students to complete their studies. These arrangements will be monitored.

If this was to occur the College will communicate with all affected students individually and will:

- ensure students receive a unit certificate of achievement which recognises achievement to date.
- provide the student registration number, which would support possible continuation at another provider;
- offer students advice and guidance on transfer to another College programme or transfer to a suitable alternative provider to complete their programme of study;
- create a student specific refund and compensation plan that includes a refund of tuition fees and compensation in respect of additional costs reasonably incurred by students as a result of programme termination or change of programme;
- ensure that any student who receives a bursary and would have continued to receive the bursary had the programme not been terminated receives the remainder of that bursary whether the student transfers to another College programme, or to the same programme at an alternative provider.

1.3. Refund

Refunds will be made where it is necessary to close a class due to insufficient numbers or where the attendance of students is made impossible or inappropriate by some action of the college.

Refund includes:

- Where a student pays programme fees and then subsequently receives a loan from the Student Loans Company (SLC), any fees paid by the Student will be refunded up to the amount of the loan subsequently received.
- Where a student withdraws after the 14-day cancellation period ends and is paying via monthly installments, no refund of fees paid will be made but no further tuition fees will be charged.
- Where the fees are paid for by a loan from the Student Loans Company (SLC), the College will inform the SLC that the student has withdrawn from their programme and claim no further funding. Once instalments have been paid by the SLC they are non – refundable.
- Where a student has paid annual tuition fees in advance but then withdraws from the programme, then the student will receive a refund for the remaining months of the programme on a pro-rata basis.
- Where an employer or another sponsor has paid tuition fees in advance but then the student withdraws from the programme, then the employer / sponsor will receive a refund for the remaining months of the programme on a pro-rata basis.

In the event of a programme closure, refunds will not be paid to those students who have:

- Withdrawn from the programme
- Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their programme tutor.

Refunds will not be made for any personalised kits or materials which are being retained by the students or any registration fees which have been paid to another party by the College on behalf of the student.

For a refund request in response to an issue or problem with the course the [Complaints Policy and Process](#) should be followed.

1.4. Transfers

In the event of a programme closure, which results in a student transferring to another HE programme at another HE institution the College will pay the difference in fees if the new programme is charged at a higher fee rate.

1.5. Compensation

Compensation will be provided when a recognisable loss is suffered by a student as a result of the College not meeting its obligations to the student, for example, non- continuation of study

Compensation includes:

- maintenance costs;
- lost time;
- additional tuition costs;
- travel costs as a result of relocation

The college's priority will always be to ensure that students receive the education experience as publicised. Where as a result of an investigation through the Complaints Policy and Process it is concluded that this has not been the case appropriate financial or other compensation may be offered.

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 will refer to their guidance when formulating individual compensation plans.

1.6. Payments

Refunds will be made to the account holder's bank (or other financial institution) that originally paid the tuition fee (Student Loans Company, sponsor or student). Refunds will not be paid in cash.

1.7. Related Policies and Procedures

- [New City College Higher Education Terms and Conditions](#)
- [New City College Fees Policy 2020/21](#)
- [HE Closure of and Withdrawal of HE Provision Policy](#)

1.8. General

Where a student has outstanding fees, the College will seek recovery of fees due, refer to the [Fees Policy](#)

Any queries regarding the application of this policy should be addressed to Higher.Education@NCCLondon.ac.uk