

Student Protection Plan - Compensation and refund policy

Academic Year 2019/20

Student Protection Plan - Compensation and Refund Policy

This policy is part of the University of the West of England's Student Protection Plan and reflects our commitment to the student experience and to supporting our students to achieve their academic outcomes. This policy does not replace the [complaints procedure](#) of the university and should not be relied upon to resolve academic disputes relating to academic progress and completion. This policy does not replace the [tuition fee policy](#). Your statutory rights are not affected.

Student Protection Plan Compensation and Refund - Principles

The Student Protection Plan - Compensation and Refund Policy tells you what we are doing to protect you should things go wrong and when you may be entitled to a refund and/or compensation from the University. This policy will also tell you how to raise a matter with us and make a payment request.

In the unlikely event that the Student Protection Plan is triggered our priority is to ensure that you receive the support and services that you are entitled to as part of your contract with the University and to protect your continuation of studies. Financial compensation will not always be an appropriate way for us to respond to matters which arise, including complaints found to be justified under our student [complaints procedure](#).

This policy will cover some aspects of the refunds we offer where these directly link to the Student Protection Plan. Other refunds are covered in detail by our [tuition fee policy](#) and are automatically generated according the terms of that policy, those will not be covered in detail here.

The university will strive to ensure that you receive what is set out in the terms and conditions of your contract. There are many ways for the University to resolve problems and alternatives to financial compensation will be considered, these could include;

- an apology
- an offer to retake the affected provision without charge
- an alternative programme offer at the University or elsewhere
- an offer of an alternative learning method such as online or distance learning if the programme cannot be delivered in the way it was originally intended
- other action that appropriately addresses the matter.

The University's approach to compensation is to recognise and financially compensate where other remedies and alternative arrangements are inappropriate or unavailable, or where a refund of fees or other charges paid by you to the university is required under consumer law. We adopt the compensation principles used by the Office of the Independent Adjudicator (OIA) and will, in general terms and on a case-by-case basis, seek to compensate. This may include:

- actual foreseeable and reasonable financial loss incurred by you (e.g. loan interest, travel costs, etc).
- compensation payments for day to day living expenses that reflects reasonable expenditure in cases where you have incurred costs while a decision from the University has been pending or where your studies have been extended as a result of the triggering of the Student Protection Plan.

We will take into consideration our actions under the Terms and Conditions to ensure that you are in possession of all the information you need to make an informed decision.

We will take into consideration any alternative arrangements or adjustments that were implemented for you to mitigate against loss and consider if you took up what was reasonably offered. If so we will consider if you were then still disadvantaged despite these alternative arrangements.

We will consider our actions when communicating with you throughout these processes, in so far as to consider if our communications have been clear, consistent and accessible so that you were aware of any changes and how they might affect you.

We will take proactive steps to manage matters that impacted you as a result of the triggering of the Student Protection Plan rather than wait for you to make a complaint.

We will not be liable for events outside of our control as set out in the Terms and Conditions section 9.3 although we may take reasonable steps to mitigate against them.

This policy does not replace the complaints procedure and the University will consider the specifics of any complaints received.

We may require you to provide us with documentary evidence laying out the facts of your case and providing a demonstration of the loss you have incurred.

If you are entitled to a refund you may also be entitled to additional compensation, this will be determined on the facts of each case and on a case-by-case basis

This policy does not change your obligations to us under your terms and conditions to pay all required fees in a timely fashion. Terms and conditions section 3 and the tuition fee policy.

Definitions

We/Us/Our/the University/UWE Bristol means the University of the West of England, Bristol

You/Your means a registered student of UWE Bristol or Applicant of the University

Apprentice – means an employee who is registered for a UWE programme as part of an apprenticeship

Apprenticeship – means an apprenticeship as defined by approved Apprenticeship Standards

Apprenticeship programme – means the programme that is offered as part of an apprenticeship

Compensation – this relates to financial redress by the University in appropriate cases for reasonable and foreseeable loss suffered by you as a result of the University failing to comply with its obligations under its student contract to you or in circumstances in which UWE is no longer able to preserve your continuation of study. This may, depending on the circumstances, include;

- recompensing you for reasonable wasted or out of pocket expenses you have incurred, which were paid by you to someone other than the University (such as travel costs)

Material Change – means a change to the material information [see Terms and Conditions for definition]

Material Information – means the information we provided to you when we made you an offer of a place on your programme [see Terms and Conditions for details]

Material non-disclosure – means failure or refusal to declare or reveal any information that is required to be declared or revealed.

Partner Institution – means an institution or organisation with which the University has an agreement to deliver programmes approved by the University and which lead to University awards.

Refund – this relates to the repayment of an amount paid by you to the University or an appropriate reduction in the amount you owe or might owe in the future to the University. this could include tuition fees, other programme costs or accommodation costs. A refund can only be made to you in respect of money you have paid to us.

If you are a prospective student/hold an offer

When we have to change something before you start we will tell you about this if it constitutes a material change to the programme offer. If you have already made arrangements to take up the place we may consider a claim for compensation for these out of pocket expenses, if you decide to pursue your studies elsewhere.

If you are a registered student

you may be entitled to compensation or a refund from us if;

- We do not do something that we have said we will do in your Terms and Conditions/material information
- where a term in your Terms and Conditions/material information has been broken by something we have done or have failed to do and where we have not made this right for you in a timely fashion such that your continuity of study has been maintained.

Even if we have made it right you may be entitled to claim compensation.

Students at partner institutions

Please see the [Terms and Conditions](#) section 2 and section 3. Regardless of the application of the Terms and Conditions resulting from your registration (with us or with the partner institution) this policy applies to you in respect of our obligation to provide educational services either directly to you or to you in relationship to our commitment to the partner.

Degree Apprentices

Please see the [Terms and Conditions for apprentices](#) section 2 and section 3. This policy applies to you in respect of our commitment to provide the educational services promised for the degree aspect of the degree apprenticeship. As such you may be able to make a claim for compensation if we failed to deliver on our obligations.

Compensation

When we consider if it is appropriate to compensate you for losses you have incurred which could be foreseen as a result of non-compliance by us with our obligations to you, or in circumstances in which we are no longer able to preserve your continuation of study, we will consider, on a case-by-case basis:

- the particular circumstances of the matter;
- the nature and reasonableness of the loss which you have incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with your transfer to another programme of study or provider or in connection with a bursary); and
- the context in which the loss arises (for example, a complaint made by a student that UWE has not complied with its obligations under the contract or the implementation by UWE of its student protection plan in circumstances where UWE is no longer able to preserve continuation of the student's study).
- We will consider your financial standing to the organisation as well insofar as your entitlement to access services for which you have not paid as required by your terms and conditions. [See debt policy for details]

You will be required to submit written evidence in support of a request for financial redress. This should be submitted to an [information point](#) in the first instance.

Usually we would expect to compensate you when there has been a breach of our obligations to you that we have not been able to remedy by other means to ensure continuity of study. We would not usually expect to compensate you where we have been able to remedy the breach of obligation in such a way as to mitigate the impact of the breach and therefore to preserve your continuity of study.

Change in location – In the unlikely event that we need to change the location of your programme we will take all reasonable steps to maintain our delivery in the same general area or, if this is not possible, another suitable location. In both cases we will undertake to make sure such changes are known sufficiently in advance so that you can plan accordingly. Where this is not possible, or where you have already made arrangements for teaching at the original location, the impact of such circumstances will be considered on an individual basis.

Continuity of study – we will endeavour to ensure continuation of study for all our students. In cases where this is not possible, the impact will be considered on an individual basis.

Cooling off – you have the statutory right to cancel your registration with us within 14 calendar days from the day after you complete your initial registration or 14 calendar days from the day after the start of term. We will refund any payments due to you within 14 days of you notifying us of your intention to cancel the contract.

Material change – there may be circumstances where we are required to make a material change to your programme and, in such cases, you will be given details of the changes and how it affects you as per the Terms and Conditions. If necessary, the University will explore with you options for transferring to another programme or institution. Changes to your programme will be made only in accordance with your student contract and/or in accordance with our Student Protection plan.

Material Failure – for us to determine if a refund or compensation is the most appropriate way to address any material failure to deliver the appropriate learning opportunities to you we will consider.

- the basis for your request – such as loss of teaching time or material impact on learning outcomes and prospects
- the individual facts of your circumstances and your case

We will tell you in writing what the outcome is and payments will be made within 14 days of the decision to make payment

You do not have to take separate action to request a refund or compensation where this has been a part of other discussions through other processes such as

- Maternity and Pregnancy
- Complaints
- Fitness to study
- Conduct
- Professional suitability

In these cases, the teams responsible have the authority to make their own decisions as they are in receipt of all necessary evidence to inform the outcome. This is intended to minimise the need to share, in the cases of the processes above, sensitive information more widely than necessary. The decisions are reported to the administration teams for action on your record.

Refunds

You may be entitled to refunds of fees and other money paid to the University in line with the student protection plan.

You can choose to change the modules and the programme you study on and you can choose to change these in accordance with the academic regulations. Where you are exercising your informed choice to make such a change compensation will not be offered as there has been no breach of obligation by either you or us.

All students can receive a refund in certain circumstances as laid out in the University tuition fee and debt policies and its annexes.

Where you have made an informed voluntary decision to suspend, withdraw or transfer you may still be entitled to a refund but may not be entitled to compensation [as there has been no failure to deliver on our obligations to you under your Terms and Conditions/material information].

If you have chosen to transfer to us from another provider we will only expect to receive tuition fee payment for the balance of the year. The cost of your year should not exceed the maximum loan you are able to access.

Break in study/suspension

If you choose to take a break in study or we require you to take a break in study for whatever reason as the result of a University process (fitness to study etc.) refunds will be considered as part of the suspension process.

Expulsion

If you are required to leave the university as the result of the application of university requirements through appropriate processes (such as fitness to study etc) refunds will be considered as part of the process.

Making refunds

Students are ultimately responsible for the payment of their fees to the university. In the event of a refund money is returned to the account from which it was paid. Some refunds are therefore not paid back to the student.

<http://www1.uwe.ac.uk/students/feesandfunding/payingyourfees.aspx>

Refunds if you are in receipt of a tuition fee loan from the Student Loans Company (SLC)

Where your fees are paid by the SLC (Student Finance England (SFE) or similar body) as part of a tuition fee loan or grant, the refund will be made to that organisation. This also applies for interest accrued on any tuition fees paid by a third party (e.g. SFE) to the University.

Refunds if you pay your own tuition fees

Refunds will be made to you, where you have received funding from a family, employer or other source and passed this on to the university we are only responsible for refunding and/or compensating you. The only exception to this will be Postgraduate Loans paid to you by the SLC where the SLC may recalculate your eligibility for the loan based on the rules of that scheme.

<http://www1.uwe.ac.uk/students/feesandfunding/fundingandscholarships/postgraduatefunding/postgraduateloans.aspx>

Refunds if you pay by Postgraduate Loan (PGL)

Unlike the clause above, where you are paid funds by the SLC in respect of PGL we are required to notify the SLC of any change in financial entitlement that you may have. The refund and retention of monies paid will be in line with the SLC rules on payment and over payment of PGLs. See PGL policy.

<http://www1.uwe.ac.uk/students/feesandfunding/fundingandscholarships/postgraduatefunding/postgraduateloans.aspx>

Refunds if your tuition fees are paid by an employer

Where an employer has paid tuition fees on your behalf the funds will be returned to the employer.

Refunds if your fees are paid by contractual arrangements with a third party

Refund arrangements will usually be set out in the contract, we usually expect refunds in these cases to be made back to the originating organization.

Even if a refund is not paid back to you would still be entitled to receive any compensation you have been awarded

Where to find more information about fees, funding and financial support

<http://www1.uwe.ac.uk/students/feesandfunding.aspx>

<http://www1.uwe.ac.uk/students/feesandfunding/payingyourfees.aspx>

Tuition Fee Policy

<http://www1.uwe.ac.uk/students/feesandfunding/tuitionfees/uwetuitionfeepolicy.aspx>

Waiver Policy

<http://www1.uwe.ac.uk/students/feesandfunding/fundingandscholarships/financialsupportfromuwe/waiverpolicy.aspx>

Who to contact and how to make a claim

If you have received a refund but feel that this is insufficient you should contact one of our information points <http://www1.uwe.ac.uk/students/informationpoints.aspx> in the first instance.

Complaints

If you wish to make a complaint about your experience under this policy you should do so by following the university complaints policy. Details can be found here

<http://www1.uwe.ac.uk/about/contactus/complaints.aspx>

If you have any immediate views, concerns or feedback in relation to this policy please contact complaints@uwe.ac.uk