Fees, Refunds and Compensation Policy

Purpose and Scope

The CECOS College's Refund and compensation Policy has been informed by the Office for Students Sector-Recognised Standards and The Competition and Markets Authority's (CMA) compliance advice. These definitive reference points for all English higher education institutions set out how academic standards are established and maintained and how excellence in the quality of learning opportunities is assured.

The purpose of this policy is to set out the arrangements for the refund of tuition fees that apply to students. This policy also outlines the circumstances when the college may consider the payment of compensation to students. This policy is not intended, in the first instance, to be used to resolve academic disputes relating to student success. It aims to provide a clear and simple framework, so that students can understand when they may be entitled to compensation or a refund of tuition fees or another type of remedy and how to make a claim. 'Learners' and 'Students' are interchangeable terms within this policy as the former tends to apply in the further education sector and the latter in higher education.

This Fees, Refund and Compensation Policy sets out the circumstances in which you will be entitled to apply for a refund of your fees, or for compensation. The policy applies whether you are in receipt of a tuition fee loan, are sponsored, or pay your own fees. This policy also sets out the process for application for refund and/or compensation, whilst ensuring the College complies with all legal and accounting regulations. The measures contained in this policy are in addition to the protection you have under consumer protection law, and do not affect your consumer rights.

Tuition Fees

CECOS charges tuition fees for its programmes of study. These fees for higher education programmes are published on the website and set in line with the fee chargeable rates set by its partner universities and colleges and the approved funding rates for lower-level programmes. Full-time course fees are set as an annual rate, or a rate linked to the duration of the programme. This commitment will hold good for the normal course length plus two years. After this time has lapsed, if for any reason students have not completed their course, including periods of interruption, students will be charged the new fee terms and conditions.

Students retain the ultimate responsibility for the payment of the fees for their course as set out in the terms and conditions for course enrolment.

Where a student is being sponsored to undertake their course, the invoice for fees remains with the sponsor. However, failure of the sponsor to pay the fees will result in the student not being able to continue with their studies unless alternative arrangements for fee payments can be made, including a payment plan.

Payment arrangements

Students cannot be fully enrolled without an acceptable payment method being agreed. All students will be provided with information regarding acceptable payment arrangements. These are reviewed periodically in line with funding methodologies.

Course fees are payable when booking short courses and professional programmes. For higher education programmes, students must normally apply for a Student Loan unless they are planning to pay their own fees or are not eligible under the UK Government regulations.

Students who wish to pay via the Student Loan system must apply for the loan as soon as possible. If a student has not had their Student Loan application approved by the SLC by 1 December or the end of the first term for their entry, an invoice will be sent to the student for payment, and if they are unable to meet the payment, then their registration will be terminated.

Students whose tuition fees are being paid directly by a sponsor or third party must provide written evidence of this at or before enrolment.

For students not in receipt of a Student Loan, the School may allow tuition fees to be paid by instalments from a UK bank account. Students wishing to pay by instalments must pay a minimum of 25% on enrolment and then are able to pay the balance over a maximum of 6 direct debit payments. The final payment must be received before the expected end date of the course.

For non-higher education courses, the School may agree to invoice a student. If we do issue an invoice, payment is due upon presentation of the invoice. We reserve the right to refuse attendance on the course if payment is not received before the course date.

Course fees do NOT include travel, accommodation, social programmes, awarding body registration fee (if any), external examination fees, personal and health insurance, bank charges on international money transfers or course materials i.e., books, photocopies, pens, pencils and papers.

Refunds

The College aims to deliver a high quality further and higher education provision, in line with the requirements of students, employers, awarding bodies and, for HE programmes, the validating partner universities.

The College will provide students with as much clarity as possible about the content of their further or higher education programme, location of their studies and timetable prior to the commencement of each academic year. The College (in consultation with the partner University / College as appropriate) will not make fundamental changes to your programme (for example, a change to the programme title, programme award or accreditation, substantial change in core programme content, or the introduction of a progression hurdle) once you have started your programme unless it is required to do so by law or regulatory guidance to meet professional requirements, or where you agree to the changes.

This policy applies to all college students, irrespective of the funding arrangements for their further or higher education programme, including:

- Students who pay their own tuition fees;
- Students whose fees are paid through a fee loan from the Student Loans Company. Please note that fees are not directly received by the College. Student loans are managed by the College's partners, namely [1]Staffordshire University and two partner colleges, [2]North Hertfordshire College, Birmingham Newman University,[3] Newcastle College Group[4], The

[1] Staffordshire University Fees Refund & Compensation Policy: www.staffs.ac.uk/students/course-administration/academic-policies-and-regulations/refund-and-compensation-policy

[2] North Hertfordshire College Refund Policy: www.nhc.ac.uk/wp-content/uploads/2020/09/NHC-HE-Student-Compensation-and-Refund-Policy-1920-R.pdf

[3] https://newmanacuk.sharepoint.com/:w:/r/sites/msteams_bda742/Shared%20Documents/General/Policy%20Register/Student-Compensation-and-Refund-Policy.docx?d=we1ce83e8880c45de82c4eadeff769e5c&csf=1&web=1&e=0oNk55

[4] https://www.ncgrp.co.uk/media/tryfynih/he-refund-and-compensation-policy.pdf

University of Law[5] and New College Durham [6]whose refund policy will apply, particularly with respect to compensation for maintenance costs;
- Students whose tuition fees are paid through funding contracts with regional authorities or by an employer or another sponsor.

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. Should this action prove necessary, the refund will be processed as part of standard procedures; there should be no need for students to contact the College.

In the event of a course closure, refunds will **not** be paid to those students who have:
- Voluntarily left the course;
- Not attended for a period of four weeks prior to leaving or being withdrawn from their programme without previously agreeing a period of planned absence with their course tutor.

The College will honour requests for a refund made in writing within 14 days of enrolment, where a student or their sponsor changes their mind and they withdraw from their programme of study, with the exclusion of short courses of less than one month. These requests should be made to the administration department.

Fees will not be refunded where **course closure is temporary** or due to circumstances beyond the control of the College, including:

- fire, flood or other adverse weather conditions
- complying with government or local authority regulations relating to pandemic, epidemic or local health emergency
- interruption or failure of utility service, including but not limited to electric power, gas or water
- the acts, decrees, legislation, or restriction of government or law

For a refund request in response to an issue or problem with your course, the Complaints Policy and Procedures document should be followed (available on the College website and virtual learning platform). Initial contact should be made in writing to the Principal. In each case, the student should explain in detail the issue/problem experienced and why the student believes that they are entitled to a refund. If the claim is not substantiated the student can appeal referring back to the Complaints policy and procedures.

The Fees and Refunds procedures are not designed to be used to address or resolve academic disputes. Rather, the procedure aims to provide a clear and simple framework, so students can understand when they may be entitled to compensation or a refund of tuition fees and how to make a claim.

[5] https://www.law.ac.uk/globalassets/13.-media--doc-repo/08.-policies/pdf_policies_refund-and-compensation-policy.pdf
[6] https://www.newcollegedurham.ac.uk/policies/128-refund-policy

In line with the Universities UK guidance and for the purpose of this policy the following definitions apply:

A **refund** relates to the repayment of sum(s) paid by a student to the School or an appropriate reduction in the amount of sums owed in future by the student to the School. This could include tuition fees or other course costs.

Compensation will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either:

1. recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the School (such as travel costs), or
2. an amount to recompense for material disadvantage to the student arising from a failure by the School to discharge its duties appropriately.

Refund Process

If a refund is agreed through either course closure, within the 14-day enrolment period, or as a result of an investigation through the Complaints Policy and Procedures, the following refund process will apply:

- Where the original payment method was by cheque, refunds will be by cheque.
- Where the original method was by cash, refunds will be made by cheque (the College does not hold large cash sums and adheres to the money laundering regulations covering the handling of cash.
- Where the original payment was by credit/debit card, a refund will be made back to the same credit/debit card, unless the card has expired and we are unable to contact the payer for a new expiry date, in which case the refund will be by cheque.
- Where the original payment was made directly into the bank, a refund will be returned to the account from which the original payment was received.

Transfers

Requests to transfer to another course must be received in writing, a student should state the date and name of the course to which the student wishes to transfer. Transfer will be accepted if the course has funding or has been paid for.

If a request for transfer is received at least 14 days before the course date, there will be no change for the transfer. If student transfer booking at this stage, students may subsequently cancel and receive a full refund, providing notice is given in writing at least 14 days before the new course date.

The following rules apply to transfers where a student:

- Transfers from a course the College has closed to an alternative course, the difference will be paid by the College.
- Transfers to a course with a similar tuition fee, no charge will be made.
- Decides to transfer to a course with a higher tuition fee the student will pay the difference between the course tuition fees.

Cancellations by the student

If a student needs to cancel booking on an non SLC funded course, then cancellation must be received, at least 14 days before the course date. A full refund will be made of course fees paid. Cancellation received less than 14 days before the date of the course is unable to receive a full refund but may receive a partial refund at the discretion of the Principal, depending on the circumstances.

Compensation

In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative course, the arrangements outlined in transfers will apply. Where it is necessary as a result of action by the College (such as course closure) for students to transfer to an alternative provider or there is a change in the location of the course (which was not notified to the student prior to the commencement of the academic year) the College will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.

The College's priority will always be to ensure that students receive the education experience outlined in published course information (whether on-line or in hard copy format) and their learning agreement. Where, as a result of an investigation through the Complaints Policy and Procedures, 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 the following guidelines will apply in such cases:

Level of Stress and Inconvenience	Indicative Compensation
Moderate	Up to 10%
Substantial	Up to 50%
Severe	Up to 90%

Moderate:

- An act or omission of the College which has caused some distress and inconvenience in the short term (e.g., less than 6 months).
- Moderate delays (i.e., less than 6 months) or other procedural irregularities on the part of the College where there is evidence to suggest the student suffered material disadvantage.

Substantial:

- An act or omission of the College which has caused some distress and inconvenience in the long term (e.g., more than 6 months).
- Substantial mishandling of the complaint by the College which has resulted in or caused unreasonable or avoidable substantial delay (e.g., over 6 months) where there is evidence to suggest the student suffered material disadvantage.

Severe:

- Cogent and contemporaneous evidence to suggest that as a result of the College's acts or omissions the student has suffered from ill health.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the College's internal process resulting in material disadvantage to the student.
- Where there has been a clear material disadvantage to a student as a result of the College's acts or omissions, but a practical remedy is inappropriate or impossible.

Important notes

If the course takes place and you do not attend (for any reason), the above conditions in relation to 'transfer to another course date' and 'cancellation by the student' will apply.

Financial Implications of Refunds and Compensation Policy

The College will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified.