

ST PATRICK'S



Refund and Compensation Policy

2019 - 2020

Version: 0.4

Approved by Academic Board on 05/02/2019

Publication Date: 04/03/2019

Quality Assurance

This policy and procedure has been aligned with to the following legislation and/or external quality assurance frameworks:

- i.* **Consumer Protection from Unfair Trading Regulations (2008);**
- ii.* **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013)**
- iii.* **Consumer Rights Act (2015)**
- iv.* **Data Protection Act (1998)**

1. Introduction

This Refund and Compensation Policy sets out the circumstances in which you will be entitled to apply for a refund of your fees. The policy applies whether you are in receipt of a tuition fee loan, are sponsored, or pay your own fees. It also covers recognisable loss suffered by the student which could lead to a claim for compensation. Such claims normally fall in to two categories, either (a) recompensing a student for wasted out-of-pocket expenses they have incurred which were paid to a third party, such as travel costs or (b) an amount to recompense for material disadvantage to the student arising from the failure of the College to discharge its duties appropriately.

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. It should be read in conjunction with the St Patrick's International College (SPIC) Student Protection Plan, which sets out our commitment to minimise "disruptive events" – such as changes to courses, delivery modes or campus locations - which could impact on our students' studies.

- 1.1. If you wish to claim a fee refund or compensation, you should follow the process set out below. SPIC strives to process refunds in a manner that is fair, reasonable, transparent, timely and applied with consistency. The service standards and timeframes outlined in this policy will be clearly explained to prospective students by the College's recruiters, during pre-course counselling.
- 1.2. This policy has been compiled in accordance with guidance provided by the Competition and Markets Authority (CMA); SPC will ensure that all recruiters representing the College, as well as staff handling refunds applications, will be made aware of this policy, as well as their duties under the *Consumer Protection from Unfair Trading Regulations (2008)* and the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013)*.
- 1.3. Applicants to the College will be required to indicate that they have read and understood the terms and conditions outlining their rights to cancellation and eligibility for a refund prior to their submission of an application to study.
- 1.4. If for any reason a refund or compensation cannot be processed within the timeframes outlined in this document, the applicant will be promptly advised of the reasons and expected revised timeframes, as well as any action they may need to take to progress the refund (such as the provision of supporting evidence or payment details).

2. Scope of the policy

- 2.1. The Refund and Compensation Policy is applicable to all categories and levels of UK/EU students that have made a payment to the College, or those that have made a payment on a student's behalf. It should be read in conjunction with the College's Terms and Conditions, as well as any conditional or unconditional offer letter issued by the College.

This policy applies to refunds and compensation for students who pay their own tuition fees (self-funded) or those sponsoring them, as well as students whose tuition fees are paid by Student Finance England.

- 2.2. It should be noted that the Refund Policy and the timeframes indicated within it are distinct from the College's *Complaints Policy and Procedures*, for which separate guidance can be found in the Student Handbook or on the College's website at <https://www.st-patricks.ac.uk/current-students>. It is understood that a refund or compensation may however be the desired outcome of a complaint and in such circumstances the timeframes and procedures given in this document will apply unless the applicant is advised otherwise by staff handling the application.

3. **Refunds and compensation for students who pay their own tuition fees (self-funded) or those sponsoring a student.**

Making a refund application

- 3.1. Self-funded students or those sponsoring a student, who wish to apply for a refund or compensation should do so by accessing the online portal here: <http://refunds.st-patricks.ac.uk/> and following the on-screen instructions.
- 3.2. Those applying for a refund or compensation will usually be required to provide evidence supporting their application; where an applicant is unsure of what to provide they can request clarification from the Refunds Team by contacting them directly at refunds@gus.global.

Processing an application

- 3.3. All applications will be subject to a processing time of **45 days**; applicants will receive an automated acknowledgment of successful submission, followed by direct contact from a member of the Refunds team no later than **7 days** after submitting their application, at which point they will be advised of any additional evidence or information required to process their claim.
- 3.4. After 45 days the applicant will be advised of the outcome, where one of the following will apply:
 - a full refund or compensation is approved;
 - a partial refund or compensation is approved;
 - no refund or compensation can be approved.

The rationale behind the decision will be provided to the applicant by the Officer managing the case.

- 3.5. Approved payments will be made within **14 days** from the date of approval.
- 3.6. At the discretion of the College, a goodwill gesture may be made in place of a refund. Such gestures may include (but not be limited to) the opportunity to defer a course start date, alternative (e.g. online) study conditions, or free or discounted access to other courses the College provides (pending eligibility).
- 3.7. The College is not to be expected to preserve the above service standards where any request for information from the applicant remains outstanding. Reminders will be sent by members of the refunds team but it is the applicant's responsibility to ensure that all information required to process the refund is present.

Eligibility for a refund or compensation

- 3.8. The College's admissions process is subject to the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*; once a student has accepted the offer of a place on a programme at St. Patrick's College they have the right to cancel acceptance by informing the College in writing within 14 days after completing the registration process or 14 days from the official course start date, whichever is later. Cancellation within this period will entitle the student to be refunded any deposit/fees paid.
- 3.9. All applications will be considered in line with the College's Terms and Conditions. Staff responsible for pre-course counselling will ensure that applicants are made fully aware of all liabilities and deadlines prior to making a deposit payment or payment in full to reserve a place on one of the College's study programmes.

3.10. In the event of programme cancellation:

Where a programme is subject to cancellation, applicants will first be offered alternative study arrangements as the College deems practical or appropriate. If this offer is declined the applicant will receive a full refund of any payments made without delay. In this event the standard processing fee will not apply.

3.11. In the event of a delayed start or substantial changes to the programme:

The College reserves the right to make changes to the start date and content of a programme and will give applicants reasonable notice in the event such changes are made. Where a refund is requested owing to such a change outside of the normal cancellation window, the applicant will be required to demonstrate how the programme is no longer suitable for them. In such instances a discretionary decision will be made by

the College taking into consideration the nature of the changes and the substance of the application.

3.12. In the event of adverse personal circumstances or medical complications:

Where applicants are unable to engage with their programme for personal or medical reasons, the College will first try to accommodate their continued study by exploring alternative study arrangements and making reasonable adjustments. If the applicant wishes to proceed in requesting a refund they will be required to evidence how such circumstances are preventing their engagement with the programme, despite any such reasonable adjustments. In these instances, the Committee will make a decision on a case-by-case basis. Evidence provided with such applications will be treated in the strictest confidence in accordance with the College's Data Protection Policy (See 11).

4. Deferral

- 4.1. Applicants may only defer their place on a course by up to one academic year, subject to application, payment of a deferral fee, and the College's approval. Under no circumstances will deferral be granted for more than one academic year.
- 4.2. Applications for deferral must be made at least **30 days** before the course's commencement date. Please note that applicants will be charged a deferral fee.
- 4.3. Upon deferring their course, the right to apply for a refund is waived. Where a student has deferred their course, and subsequently fails or attempts to withdraw from the course, no refunds will be provided save in exceptional circumstances. The Refunds Committee has sole discretion in determining whether a student's circumstances are exceptional.

5. Refund of tuition fees paid on a student's behalf by the Student Loans Company

- 5.1. Refunds will only be made to the original payer and via the original method of payment. Refunds will not be issued in cash or by cheque. Any payments originating from these methods will be refunded by direct bank transfer within a timely manner.
- 5.2. Overpayment arising as a result of amounts paid by the SLC will be returned to Student Finance England and will not be paid to the student.

6. Applicant Conduct

- 6.1. It is understood that a refund or compensation application may at times be provided alongside expressions of dissatisfaction with the College and/or the service it provides.

Refund applicants are expected nonetheless to conduct themselves at all times in a manner which demonstrates respect for the College and its staff, fellow students/applicants and property, and in adherence to the Student Code of Conduct.

- 6.2. Where the applicant is considered to be acting unreasonably they will be told why this is unacceptable and given the opportunity to modify their behaviour. If the unreasonable behaviour continues, the College will take the appropriate measures, which may include disciplinary action, expulsion from study and forfeiture of any refund.

7. Oversight of Refunds

- 7.1. All refund applications are reviewed and approved by the Refund and Compensation Committee, which convenes regularly to oversee processing of these payments and preside over discretionary cases. The Committee is serviced with information on all cases provided by the Refunds Manager.
- 7.2. The Committee will decide whether the discretionary administration charge will be applied in each case.
- 7.3. The Committee may, where appropriate, elicit discretionary input from the College's senior academics on selected cases to ensure it is suitably aware of any additional factors to be considered.
- 7.4. The College will review this policy annually in line with its refunds procedures and terms and conditions to ensure it remains valid and fit for purpose.

8. Appealing a Rejected Refund or Compensation Application

- 8.1. Where an applicant is dissatisfied with the outcome of an application they may have recourse to lodge an appeal should either of the following apply:
 - i.* The appellant can show procedural or administrative errors where the process leading to the decision has not been carried out correctly. This would include arithmetical errors affecting the value of the claim or misinterpretation of information leading to the final decision;
 - ii.* There were exceptional personal circumstances which were not known to the Committee, and where the appellant can show good reason why such circumstances could not have been made known to the Committee.
- 8.2. Appellants are advised to submit appeal information to support their claims within 14 days of the initial refund decision given, to refunds@gus.global

- 8.3. A Refund and Compensation Appeals Committee comprising members of the Legal and Admissions Teams, as well as any other relevant members of staff, will convene within 30 days to review appeal cases, provided they satisfy the conditions in 6.1. Refund decisions will be made by the committee on a majority vote basis
- 8.4. In addition to the Refunds Manager acting as Chair, a voting quorum of at least 3 members will be present at each meeting. For the purposes of impartiality, the Refund and Compensation Committee members will not be present at the Appeal Committee but may provide information to assist it in discharging its function.
- 8.5. The Appeal Committee will make recommendations on each case under review to the Refunds Committee, who will assign the final action; this will either be
 - i.* to uphold the original decision
 - ii.* to partially overturn the original decision – making a partial payment or goodwill gesture
 - iii.* to fully overturn and the original decision and refund the full amount.
- 8.6. Appeal outcomes are communicated to appellants via e-mail by the Refunds Team upon confirmation of the meeting minutes from either the Legal or Admission teams, and the expressed approval of the Committee Chair.
- 8.7. This concludes the College's internal refund and compensation procedures. If the applicant remains dissatisfied with the outcome they may lodge a formal complaint with the College regarding the handling of application; in such instances the applicant should be aware that this will not result in a decision being overturned.

9. General Responsibilities under this Policy

- 9.1. The Refund and Compensation Committee is primarily responsible for defining and upholding the service standards outlined in this policy. It is also responsible for the final approval or rejection of a refund applications and appeal cases. The Committee is also empowered to specify goodwill gestures where these are considered to be appropriate.

The Refunds Team is responsible for:

- i.* processing applications in a timely manner as per the service standards outlined;
 - ii.* facilitating the refund and compensation committee meetings and providing information on individual cases;
 - iii.* ensuring applicants are kept duly informed about the progress of their applications;
 - iv.* communicating the list of approved cases to the Finance team for payment;
 - v.* advising applicants of the outcome of their case and their subsequent options.
- 9.2. The applicant is responsible for submitting a complete application and providing all necessary supporting evidence required to process their case in a timely manner when requested.

- 9.3. The Finance Team are responsible for the timely payment of approved cases and communication of remittance to the refunds team.
- 9.4. Senior Legal, Admissions Team and academic staff members are responsible for contributing to refund appeal committees as and when these are held.
- 9.5. All staff members of the College are responsible for providing information where requested, in accordance with the College's information sharing procedures. Where such requests are made these must be accommodated promptly to enable the Refunds Team to maintain its service standards.

10. **Data Protection**

- 10.1. Staff dealing with evidence supporting refund and compensation applications will may often be in receipt of potentially sensitive information regarding students' or applicants' personal or medical circumstances. This information will be collected, retained and ultimately disposed of as per the guidelines set out in the College's Data Protection Policy.
- 10.2. Personal information provided to the College in support of an application is not under any circumstances shared with an external party without the expressed written consent of the provider except where the College is required to fulfil a public function or protect vital interests of the information subject. See the College's Safeguarding Policy for more information about the information sharing processes adopted by the College.