

## Purpose of the Policy

The purpose of this policy is to set out the arrangements for the refund of tuition fees that apply to students on Higher Education (HE) programmes. This policy also outlines the circumstances when the school may consider the payment of compensation to students or their employers where sponsored.

As per the School Complaints policy, complaints should be resolved through dialogue between the student and institution, and where necessary, via the Office for the Independent Adjudicator (OIA). In the rare event of the School is not able to meet its obligations, it will be necessary to consider whether compensation or a refund is appropriate for students.

This Compensation & Refunds Policy should not be relied upon in the first instance to settle academic disputes relating to student achievement. Rather, the policy 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.

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

A **refund** relates to the repayment of sums 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: (a) 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 (b) an amount to recompense for material disadvantage to the student arising from a failure by the School to discharge its duties appropriately.

## Refunds

The school aims to deliver a high quality higher education provision, in line with the requirements of student, employers, awarding bodies and all relevant validating partner universities.

The school aims to provide students with as much clarity and information as possible about the content of their higher education programme, location of their studies, resources and timetable prior to the start of their programme each academic year. The School also aim to minimise changes to programmes which would result in the disruption of enrolled student's study, however where such changes take place the School will ensure that there is timely communication with both existing and prospective students and where relevant their employers.

Partial or full refunds must be provided within 14 days from the agreement that a refund is due.

This policy applies to all HE students including:

- Students in receipt of tuition fee loans from the Student Loans Company.
- Students in receipt of tuition fee loans from Future Finance.
- Students who pay their own tuition fees.
- Students whose tuition fees are paid by an employer sponsor.

As per the School's Fee Policy, full or partial refunds will only be made where the attendance of students is made impossible or inappropriate due to one of the circumstances below:

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Refund Reference	Refund Circumstance
1	The School terminates a course.
2	The School does not provide an advertised course and is unable to provide suitable alternative provision
3	The School materially alters the time or location of a course from that advertised
4	The School recommends a student transfers to a course with a lower fee
5	The School has overcharged a student or assessed their fees incorrectly
6	Medical conditions, certified by appropriate medical professionals, resulting in the student having to leave the School completely.
7	A student notifies the School, in writing, prior to the course start date. A full refund of total fees paid will be refunded, less a £50 administration fee.

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 closure without previously agreeing a period of planned absence with their course tutor.
- The school will honour requests for a refund made in writing prior to the start date of the programme in question. Where a student or their sponsor changes their mind wishes to withdraw requests should be made to the Registrar at [j.elahi@sirm.ac.uk](mailto:j.elahi@sirm.ac.uk).

Fees will not be refunded where course closure is temporary or due to circumstances beyond our control, including but not exclusive to fire, flood, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

For a refund request in response to an issue or problem with a School course, the Complaints Policy & Procedure document found on the student virtual learning environment (Moodle) should be followed. 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. This should be done within 15 days of the issue/problem occurring to enable the school to have sufficient time to explore options for remedying the issue. The Complaints Policy & Procedure will be followed and if the issue/problem is validated the student may receive a full or partial refund if this is deemed the appropriate resolution. If the claim is not validated the student can appeal in line with the process outlined in the Complaints Policy & Procedure.

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Financial compensation/refund will not always be the appropriate response to a complaint, and it is unlikely that most issues will be resolved in this way. Alternatives to financial compensation might include an apology or goodwill gesture, an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended or repeat delivery of the relevant course element may be offered where possible.

If a refund is agreed 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 School 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.
- Where the original payment was received from the Student Loan Company/Future Finance, refunds will be made to the Student Loan Company/Future Finance. The Student Loan Company/Future Finance will reclaim fees as a result of the School completing a change of fee notification. The Student Loan Company/Future Finance will then be responsible for amending the student's repayments to reflect the reduced loan amount.
- Where fees were invoiced to and payment received from an Employer/Sponsor, refunds will be returned to the Employer/Sponsor by the same payment method.

All refunds will be subject to a minimum of ten working day clearance period.

## Transfers

The following rules apply to transfers where a student:

- Transfers from a course the School has closed to an alternative higher fee HE course, the difference will be paid by the School.
- Transfers to an HE course with a similar tuition fee, no charge will be made.
- Decides to transfer from a current HE course to an HE course with a higher tuition fee, the student will pay the difference between the course tuition fees.
- Where transfers take place (either internally, as outlined above, or externally) the School is committed to ensuring that any bursaries linked to a student will continue to be both available and accessible.

## Compensation

In the event that it is not possible to preserve the continuation of study necessitating a transfer to an alternative HE course, the arrangements outlined above will apply.

Where it is necessary as a result of action by the School (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 School will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.

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The School's priority will always be to ensure that students receive the education experience outlined in 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 & Procedures it is concluded that this has not been the case appropriate financial or other compensation may be offered.

The School is cognisant of OIA guidance on considering whether it is appropriate to recommend compensation payments to HE students for distress and inconvenience and the following guidelines will apply in such cases:

Level of distress and inconvenience	Indicative compensation
Moderate	Up to £300
Substantial	Between £301 and £1,250
Severe	Between £1,251 and £3,000

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £3,000 will only be considered in exceptional circumstances.

### **Moderate:**

- An act or omission of the School 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 School where there is evidence to suggest the student suffered a material disadvantage.

### **Substantial:**

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

### **Severe:**

- Cogent and contemporaneous evidence to suggest that as a result of the School's acts or omissions the student has suffered from ill-health.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the School'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 School's acts or omissions, but a practical remedy is inappropriate or impossible.

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## Financial Implications of Refund and Compensation Policy

The School 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.