SIRM Refund and Compensation Policy

Ownership Details and Review Schedule of Policy

Effective from	16 January 2026
Review cycle	1 Year
Next Review Due Date	16 January 2027
Policy owners	Principal
Approving Body	Board of Governors
Lead Contact	Director of Corporate Yaser Khan Y.Khan@sirm.ac.uk
Applicable to	This Policy applies to all applicants to SIRM College where financial commitments arise prior to enrolment, and to all registered students, whether Home or Overseas. It also applies to students who withdraw from, interrupt, or repeat their studies, and to former students who have outstanding tuition fee liabilities. In addition, the Policy applies to staff responsible for the administration of tuition fees, student finance, and associated processes.
Relevant/Applicable OfS Conditions of Registration/requirements	This Policy supports compliance with the Office for Students Conditions of Registration, specifically Condition C1 relating to consumer protection, and Condition E2 relating to the provision of reliable information to students.
Other relevant / applicable legislation/requirements	Consumer Rights Act 2015, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Higher Education and Research Act 2017, the Education (Student Fees, Awards and Support) Regulations as applicable, and the Data Protection Act 2018 together with the UK General Data Protection Regulation. In addition, the Policy reflects the expectations set out in the Office of the Independent Adjudicator's Good Practice Framework and the Competition and Markets Authority guidance on higher education consumer protection law.

DOCUMENT CONTROL

Date	Review & Revision	Owner	Version
16/1/2026	Initial approval of new policy	Principal	1

SIRM Refund and Compensation Policy

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1. Purpose of the Policy

This Refund and Compensation Policy ('the Policy') is in place to explain how SIRM College (SIRM) will meet our obligations regarding refunds and compensation for registered students, including when matters arise which trigger the Student Protection Plan. In accordance with the requirements of the Office for Students, the Policy also forms part of the SIRM Student Protection Plan. This Policy should be therefore be read in conjunction with the Student Protection Plan. https://www.sirm.ac.uk/sirm-policies/

The purpose of this policy is to:

- set out the arrangements for the refund, in whole or in part, of tuition fees that apply to students on Higher Education (HE) programmes.
- Outline the circumstances when the SIRM may consider the payment of compensation to students, or to their employers where sponsored.
- Provide a clear and simple framework so students can understand:
- when they may be entitled to compensation or a refund of tuition fees or other fees paid to SIRM;
- how to request a full or partial fee refund;
- how to request compensation.

This Policy supports the Student Terms and Conditions and the Tuition and Other Fee Regulations. In the event of any conflict, the Student Terms and Conditions shall take precedence.

1.1 General Principles

This Policy and its associated processes have been developed in accordance with the following:

- CMA UK Higher Education Providers - advice on consumer protection law
- OIA 'Putting Things Right' guidance
- Universities UK Briefing (2018) Compensation and Refund Policies – Developing Good Practice
- Office for Students' requirements and guidance on Student Protection Plans

We will endeavour to ensure that our contractual obligations, as set out in the Terms and Conditions under which our students make contract with SIRM, will be met. It is the priority of SIRM that every student is able to succeed and complete their studies, and in most cases a refund or compensation will not

be applicable. It is however essential that students understand how we will manage a request for a refund or compensation, for example in the unlikely event that continuity of study cannot be preserved, or where it is deemed by us to be an appropriate resolution to a complaint a student may make.

As per the SIRM Student Complaints Policy and Procedures, complaints should be resolved through dialogue between the student and institution; students also have the right to escalate their complaint externally to the Office for the Independent Adjudicator (OIA). In the rare event that the SIRM is not able to meet its contractual obligations, it will be necessary to consider any necessary remedial action, which may include compensation and/or refund for students.

In the event that one of the situations / events identified in the Student Protection Plan were to occur and the Student Protection Plan be activated, or in the event that other matters arise which do not trigger the Student Protection Plan but where we deem a refund or compensation to be a necessary or suitable course of action, we will liaise as appropriate with our awarding body that validates the relevant qualification(s), to ensure a fair outcome for students in all circumstances with regard to refunds and compensation.

Students do not have to take separate action to request a refund or compensation under this Policy where this has already been a part of other discussions under other policies, such as part of a resolution/remedy under the Student Complaints Procedure.

2. Definitions

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 SIRM or an appropriate reduction in the amount of sums owed in future by the student to the College. This could include tuition fees and/or other course costs.

Compensation will relate to some other recognisable loss suffered by the student. Compensation may or may not be financial (see section 'Compensation' further on in this Policy for further information).

Where SIRM determines financial compensation to be an appropriate remedy, this will normally take the form of an amount to recompense a student for a demonstrable material disadvantage they have suffered, including material disadvantage arising from a matter which triggers the Student Protection Plan.

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 and/or a refund 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.

3. Refunds

3.1 General principles of refunds

SIRM aims to deliver a high-quality higher education provision, in line with the requirements of student, employers, awarding bodies and all relevant validating partners.

SIRM 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. SIRM also aim to minimise changes to programmes which would result in the disruption of enrolled student's study, however where such changes take place SIRM will ensure that there is timely communication with both existing and prospective students and where relevant their employers.

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 in receipt of tuition fee loans from another funding body not listed above (eg US Federal Loans, SAAS).
- Students who pay their own tuition fees.
- Students whose tuition fees are paid by an employer sponsor.

3.2 Eligibility for refunds

Refunds will be considered in accordance with the Student Terms and Conditions and the Tuition and Other Fee Regulations, and may arise in a range of circumstances including, but not limited to, those set out below.

3.3 Refund Circumstances

Reference	Refund Circumstance
1	SIRM terminates a course.
2	SIRM does not provide an advertised course and is unable to provide suitable alternative provision
3	SIRM materially alters the time or location of a course from that advertised
4	SIRM recommends a student transfers to a course with a lower fee
5	SIRM has overcharged a student or assessed their fees incorrectly
6	Medical conditions, certified by appropriate medical professionals, result in the student having to leave SIRM completely and they have already paid for services that will not be able to be delivered to them or that they cannot reasonably access.
7	A student notifies SIRM, in writing, prior to the course start date that they no longer wish to take up their place on the course, but has already paid some or all of fees due. A full refund of total fees paid will be refunded.

3.4 Circumstances where refunds will not normally be made

In the event of a course closure, and subject to the Tuition Fee Liability Framework set out in the Tuition and Other Fee Regulations, refunds will not normally 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.

3.5 Refunds prior to course start

SIRM 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 and wishes to withdraw, requests should be made to admissions@sirm.ac.uk. This is subject to the Student Terms and Conditions, including the statutory cancellation rights set out within them

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 such attack, epidemic or pandemic disease, temporary staff absences, or changes including those due to industrial action. This does not

affect any statutory rights a student may have where services are not provided with reasonable care and skill, or where a failure to deliver results in a material disadvantage.

3.6 How to make a request for a refund

For a refund request in response to an issue or problem with SIRM's course, the Student Complaints Policy & Procedure should be followed. In each case, the student should explain in detail under Stage 1 of the Student Complaints Procedure (the informal stage) the issue/problem experienced and why the student believes that they are entitled to a refund, via email. This should be done as soon as possible after the issue/problem occurring to enable SIRM to have sufficient time to explore options for remedying the issue, but in any case no longer than 2 months from the date of the issue(s) occurring. The Student Complaints Policy & Procedure will be followed at Stage 1, 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 student is dissatisfied with the outcome of Stage 1 of the procedure, they can raise a formal complaint under Stage 2 in line with the process outlined in the Complaints Policy & Procedure.

3.7 Refund process and method

If a refund is agreed the following refund process will apply:

- Where the original payment method was by cheque, refunds will be by cheque or bank transfer.
- Where the original method was by cash, refunds will be made by cheque or bank transfer (SIRM 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 SIRM 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.

4. Statutory Cancellation Rights

Under the Student Terms and Conditions, students have the statutory right to cancel their registration with us without giving any reason, within the cancellation period. The cancellation period under the Student Terms and Conditions is 14 days from the date on which the student accepts the Offer.

Where a student exercises this statutory right to cancel within the 14 day period, we will refund in full any payments due to them within 14 days of their written notification of intent to cancel.

Further to the above, however, if a student requested to begin the performance of services or if it has been necessary for SIRM to begin the performance of services in order to fulfil our contractual obligations, an amount will normally be deducted from the refund which is in proportion to what has been performed until the date that written notification of the student's cancellation of the contract is received, in comparison with the full coverage of the contract.

5. Timescales for Refunds

5.1 General refund timescales

Refunds will normally be processed within 14 days of the date on which a refund is agreed or determined. A minimum clearance period may apply depending on the original method of payment..

5.2 Timescales under the Student Protection Plan

Timescales for refunds under the Student Protection Plan

In accordance with CMA1 requirements partial or full refunds will be provided within 14 days from the date that we decide or agree that a refund is due. The date of determination/agreement will be recorded as the date on the written notification of the decision that is sent to the student.

If it is not possible to repeat the service, or if that has not been done within a reasonable time and without significant inconvenience to a student, under the Consumer Rights Act 2015 students have the right to a price reduction:

- This may, in some circumstances, comprise the full amount of the price.

- The date of determination/agreement of a decision that a refund is due will be recorded as the date on the written notification of the decision issued to the student.

5.3 Timescales for refunds not issued under the Student Protection Plan

Where a student makes an informed voluntary decision to suspend, withdraw or transfer studies, in the event that they are entitled to a partial or full refund, the refund will be provided within 14 days of the date that we determine or agree that a refund is due. This is in accordance with the requirements of the CMA. The date of determination/agreement that a refund is due will be recorded as the date on the written notification of the decision issued to the student. Any entitlement to a refund will be calculated by reference to the date on which a withdrawal or interruption request is received by the College, in accordance with the Student Terms and Conditions

5.4 Timescales linked to complaints

Where a refund has been determined as part or all of a remedy to a complaint brought under the Student Complaints Procedure, we shall provide the refund within 14 days of the date of the Stage 2 Complaint Outcome letter, unless an appeal is made by a student under Stage 3 of the Procedure. Where an appeal is submitted, any such refund will normally be held in abeyance until Stage 3 of the Procedure has been concluded.

On completion of Stage 3 of the Student Complaints Procedure, any change to the remedy of a refund will be set out in the Stage 3 Outcome Letter. Any outstanding refund will be issued within 14 days of the date of the Stage 3 Outcome Letter, and normally before the Completion of Procedures Letter is issued so that the refund and any compensation can be accurately recorded in the Completion of Procedures Letter.

6. Transfers

The following rules apply to transfers where a student:

6.1 Transfers following a course closure

Transfers from a course the SIRM has closed to an alternative higher fee HE course, the difference will be paid by the College.

6.2 Internal transfers within SIRM

Transfers from a SIRM HE course to another HE course within SIRM with a similar tuition fee, no charge will be made.

Decides to transfer from a current SIRM HE course to a SIRM HE course with a higher tuition fee, the student will pay the difference between the course tuition fees unless SIRM is closing the original course, in which case the difference will be paid by the College.

6.3 Financial implications and bursaries

Where transfers take place (either internally, as outlined above, or externally) the SIRM is committed to ensuring that any bursaries linked to a student will continue to be both available and accessible. The availability and continuation of bursaries is subject to the terms set out in relevant offer documentation and institutional policies.

However, in the event that a student decides to withdraw from SIRM, unless this decision is as a result of course closure or material changes to the course constituting a change to the original contract with the student, the student will not normally be eligible for the continuation of a SIRM bursary.

7. Compensation

7.1 Principles of compensation

The College'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 Student Complaints Policy & Procedures it is concluded that this has not been the case, appropriate compensation may be offered. Any such compensation will be considered in accordance with this Policy, the Student Terms and Conditions, and the circumstances of the individual case.

7.2 Types of compensation

Where a student is seeking compensation, or where SIRM determine that compensation is appropriate as a remedial action, this will not necessarily always constitute financial compensation. There are various ways in which compensation can differ, and where it is appropriate and reasonable to offer alternatives to financial compensation, these will be considered. The form of compensation offered will be proportionate to the nature and impact of the issue identified.

7.3 How to make a request for compensation

Requests for compensation by students should be made using the Student Complaints Policy and Procedures, and will normally be considered through the Student Complaints Procedure, including where appropriate at Stage 2 of the Procedure.

7.4 Evidence requirements

We may require students to provide documentary evidence to support a claim for a refund and/or compensation. Documentary evidence will normally be required where we require a student to provide demonstrable proof of loss incurred as a result of our action or inaction. SIRM College will also take into account relevant internal records and evidence when assessing such claims.

7.5 Compensation: Principles and Consideration

In all circumstances where we are considering a claim or case for compensation, including where the Student Protection Plan has been triggered and financial compensation is deemed by us to be an appropriate means of redress, it is our policy to have regard to the compensation principles used by the Office of the Independent Adjudicator (OIA)2, and seek to compensate students on a case-by-case basis. In line with the OIA's principles we may take into account:

- The particular circumstances of the matter;
- The context in which the loss arises;
- The nature and reasonableness of any loss incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with a student's transfer to another programme of study or provider);
- Any reasonable steps which have or have not already been taken by a student and/or us to minimise financial loss or the impact of the issues that have either triggered the Student Protection Plan;
- Prior awards of compensation by us;
- Whether such issues are solely as a result of action or inaction by SIRM, or whether the student has contributed to such issues;
- Whether a student has unreasonably refused or rejected an offer of compensation (including alternatives to financial compensation) that was available or has previously been offered by us;
- Whether any delays in resolving such issues have been caused solely by us or may have been partly caused by the student.
- Whether the student has experienced a material disadvantage as a result of the matter under consideration

7.6 Levels of impact

Any financial compensation payments will be determined based on the specific circumstances of the case and the impact on the individual student. In line with the OIA's guidance, consideration for compensation of any kind

will take into account the severity of any impacts in accordance with the principles set out below:

Moderate:

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

Substantial:

- An act or omission of SIRM which has caused some distress and inconvenience in the long term (e.g. more than 6 months).
- Substantial mishandling of the complaint by SIRM 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 College's acts or omissions the student has suffered from ill-health.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in SIRM'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 SIRMs acts or omissions, but a practical remedy is inappropriate or impossible.

7.7 Compensation for associated costs

A student may raise a request for reasonable associated costs incurred where these have not already been compensated by SIRM either under the Student Protection Plan, or via other means (eg as part of resolving a formal complaint under the Student Complaints Procedure). Financial compensation for associated costs might include:

Payment of additional travel costs if a student is affected by a change in the location of their course;

- Honouring a bursary;
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study (including where study has

been extended as a result of the Student Protection Plan being activated);

- Compensation for tuition and maintenance costs where a student has to transfer courses or provider.

In scenarios not covered in the bullet points above, living expenses will not normally be compensated because whether a student was studying or not, they would have to pay for general living expenses such as food and accommodation.

Compensation in the event of a transfer

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 relating to refunds and compensation will apply.

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

7.8 Compensation and off-setting student debts owed

In some cases, a student may owe tuition or other course-related fees, or may have some other outstanding liability to us.

Where records show that tuition/course-related fees are owed to us by a student, the outstanding amount may be deducted from any compensation that we have determined the student should receive, taking into account the circumstances of the case. An exception to this would be if SIRM considers that the circumstances of the case mean that an alternative outcome is necessary.

8. Complaints and External Review

8.1 Internal complaints procedure

In accordance with the Student Complaints Procedure, if a student is dissatisfied with the way in which their request for a refund and/or compensation has been handled or with the decision taken as to whether or

not to award compensation, or the level of that award, they are entitled to submit a complaint via our Student Complaints Procedure.

8.2 Completion of Procedures

Following the conclusion of the Student Complaints Procedure, we will issue a Completion of Procedures letter, in which case the student will have the right to take their complaint to the OIA within 12 months of the date of the Completion of Procedures letter.

Where a student has a complaint but has either not followed or has exhausted the formal Student Complaints Procedure concerning a request for a refund and/or compensation, and we deem that a full and proper investigation into their claim has already been undertaken, it may not be appropriate for the student to lodge a formal complaint under the Student Complaints procedure. In such circumstances, the student may as appropriate be directed into a later stage of the Student Complaints procedure or issued with a Completion of Procedures letter, as we deem appropriate.

9. Additional Provisions

9.1 Legal costs

As students are expected to resolve complaints with ultimate recourse to the Office of the Independent Adjudicator Complaints Scheme (OIA), both of which are free at the point of use, SIRM will not cover, nor contribute to, any legal costs associated with bringing a complaint. This is because:

- the OIA scheme is intended as an informal and free alternative to the courts;
- it is not necessary for students to have legal representation in order to bring a complaint to the College;
- it is not necessary for students to have legal representation in order to make a complaint to the OIA.

9.2 Third party claims made on behalf of a student

SIRM will not normally accept third party claims (including those from parents or guardians) on behalf of a student, until and unless we receive written confirmation from the student, which provides the following authorisation:

- Written confirmation from the student authorising the third party to act on the student's behalf; and
- Written confirmation that the student authorises us to process their necessary data and share it with this third party (which will include

personal data and may include personal sensitive data) for the purposes of assessing and processing a claim for a refund or compensation.

10. Financial Implications of this Refund and Compensation Policy

SIRM 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.