



Birmingham City University International College
Academic Registry
CPR QS 16: Refund and Compensation Policy
Version 2020/01

Navitas UK Holdings Limited

Compensation and Refund Policy

Policy Statement

Navitas UK Holdings Limited (“We”, “NUKH”) and the Colleges within its network (“College”) are committed to providing exemplary teaching and programme delivery to ensure the best student outcomes and experience. We are committed to providing collaborative and collegial educational environments by undertaking all necessary actions to resolve complaints relating to any operations of NUKH and its Colleges in a fair and expeditious manner taking guidance from Universities UK (UUK), our University Partner’s own relevant policies, and the Office for the Independent Adjudicator.

Purpose

This policy and procedure seeks to ensure that grievances within the NUKH network made by students are treated seriously and, if found to be valid, are acted upon to ensure that students’ interests are protected as far as it is possible for NUKH and its Colleges to do so.

Scope

UUK define the difference between Refund and Compensation as:

*A **Refund** relates to the repayment of sums paid by a student to the university or an appropriate reduction in the amount of sums owed in future by the student to the university. This could include tuition fees, other course costs, or accommodation 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 university (such as travel costs).

(b) an amount paid to recompense for material disadvantage to the student arising from a failure by the university to discharge its duties appropriately.

<https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2018/briefing-compensation-refund-policies-april-2018.pdf>

Compensation may take the form of a financial payment, discount or other form of benefit but can also include other practical remedies such as an apology, goodwill gesture or re-assessment that do not involve a refund or financial compensation.

Associated Policies and Procedures

Terms and Conditions (the 'Student Contract')

Student Protection Plan

Student Complaints Policy

Principles

We are committed to treating students equitably and communicating both clearly and quickly.

Compensation may be considered as an appropriate resolution and consideration will be given to whether any alternative arrangements mitigated the loss experienced by the student. In all cases the student is required to provide evidence of the loss suffered.

In the event that a student believes that their individual circumstances have not been fully taken into account when raising their concern or grievance having exhausted the associated policies and procedures and NUKH or its Colleges has failed to deliver the appropriate learning opportunities as laid out in clause 6 of the Terms and Condition, then Compensation may be an appropriate course of action but will not be considered until the outcome of a complaint or grievance is known.

If a programme ceases to run within a College, or the College closes during the programme impacting the students' ability to complete their enrolled programme, the College will communicate such information and outline options as described within the Student Protection Plan.

In the event that a change of location or provider is required, consideration of compensation arrangements will be given where students may be able to claim travel expenses. Students may claim the full amount of the travel however NUKH will calculate the difference in cost of the travel to the main campus to the alternative location.

In the event that transferring to another NUKH College is not possible, the College will refund tuition fees based on the proportion of completed study time and in line with clauses 6 and 8 of the Terms and Conditions.

Practical remedies can be utilised to return the student to the original position prior to the circumstances of the complaint. This may include (but is not limited to) offering re-assessment, re-run a process without flaws or bias or offer a fresh assessment opportunity.

NUKH and its Colleges will also take into consideration distress and inconvenience experienced by the student as a result of the circumstances. The Office for the Independent Adjudicator (OIA) outlines bands of compensation, individual circumstances are considered and the following is a guide but not prescriptive.

Indicative Compensation Bands for Distress and Inconvenience	
Level of distress and inconvenience	Recommended compensation
Moderate	Up to £500
Substantial	Between £501 and £2,000
Severe	Between £2001 and £5,000

Moderate

- NUKH or its Colleges have done or failed to do something which has caused some distress and inconvenience in the short term (e.g. less than six months).
- Minor maladministration, mishandling or unreasonable handling of a complaint by NUKH which has caused additional unnecessary distress and inconvenience.
- Unreasonable or unavoidable substantial delays (e.g. over six months) which caused some distress and inconvenience.
- Moderate delays (i.e. less than six months) or other procedural irregularities where there is evidence to suggest the student suffered actual disadvantage.
- NUKH or the College's decision was unreasonable, there was no direct academic consequence for the student, but it caused some distress and inconvenience.

Substantial

- NUKH or the College have done or failed to do something which has caused some distress and inconvenience in the long term (e.g. more than six months).
- Procedural flaws which caused inconvenience and distress but did not affect the outcome.
- Evidence of circumstances giving rise to a reasonable perception of bias during the internal procedures.
- Substantial maladministration which disadvantaged the student.
- Substantial mishandling of a complaint which resulted in or caused unreasonable or avoidable substantial delay (e.g. over six months) and where the delay disadvantaged the student.
- The provider's decision was unreasonable, there is no direct academic consequence for the student, but it caused substantial distress and inconvenience.

Severe

- NUKH or the College has not properly considered its responsibilities under relevant equalities legislation or has not followed relevant guidance.
- NUKH or the College's decision in respect of the substantive element of the complaint was unreasonable and resulted in severe distress and inconvenience.
- Procedural flaws which, if they had not occurred, may have resulted in a different outcome.
- Cogent and contemporaneous evidence to suggest that the student suffered from ill health because of something NUKH or the College did or failed to do.
- Major maladministration, procedural flaws, delays or other breaches of natural justice in NUKH or the College's internal process that disadvantaged the student.
- Serious interference or bias during NUKH or the College's internal consideration of a complaint or appeal.
- Serious and unexplained delays leading to injustice.
- Where the student has been seriously disadvantaged but a practical remedy is inappropriate or impossible.

Considering claims for compensation

The circumstances of an individual situation will be considered, as will the impact (if any) the students own actions, conduct or behaviour may have had and may include:

- Have specific undertakings been given to the students by the provider for the way in which the course has been delivered.
- Has there been a failure to deliver against material information agreed with the students at the point of acceptance of the offer?
- Has a period of prolonged disruption jeopardised the ability of a provider to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme?

- Has there been a demonstrable loss to the student? In particular, has the student been able to achieve the learning outcomes for their course?
- Has the student met their own responsibility to minimise losses?
- Have you followed your own processes in delivering the programme? For example, quality assurance processes and communication to students.
- Has the student been affected in relation to final degree award, accreditation award or ability to take up a job offer?
- Consideration of any alternative arrangements or adjustments that were implemented for students to mitigate against any loss. Did the student take up what was offered? Were they still disadvantaged despite alternative arrangements?
- If a complaint is made due to disruption to a student's learning experience which is beyond the student's control, for example disruption to the course due to industrial action, how have you communicated with students throughout the process? Have communications been clear and consistent so that students were aware of any changes and how it might affect them?
- Is compensation or a refund the most appropriate way to deal with the complaint? For example, would an apology from the institution be an appropriate response? Would a 'goodwill payment' be an appropriate response?
- Is a refund or compensation the most appropriate way to address any material failure to deliver the appropriate learning opportunities? This should consider the basis for a claim (such as loss of teaching time or material impact on learning outcomes and future prospects), consider the fact that in the case of a reduction to a student's tuition fee which is covered via a loan from the Student Loan Company (SLC), the institution will need to complete a Change of Fee Notification with the SLC. The student's loan repayment will then be altered to reflect the reduced amount.

<https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2018/briefing-compensation-refund-policies-april-2018.pdf>

Policy Review

This policy will be reviewed annually by Navitas UPE Academic Board, unless there are internal or legislative changes that necessitate earlier review.

The Policy was last reviewed on 12 February 2020 by the UPE Academic Board.