Student Refund and Compensation Policy

Plymouth Marjon University

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Context

1. Plymouth Marjon University has a Student Protection Plan that explains how we safeguard students' interests in the event of material changes, such as major course alterations, suspensions, or closures. The Student Protection Plan outlines the steps we will take to protect students interests and ensure your studies continue if such changes occur. 'Teaching out' will always be our first choice of protection measure to take.
2. Alongside the Student Protection Plan, this policy outlines when we would refund tuition fees or cover other costs, and when we would provide compensation. Where arrangements to teach out are put in place, Refunds and compensation are seen as a last resort, and we will always do everything we can to help you continue and finish your studies at the University. However, this policy sets out what we will do if that is not possible, ensuring you are fairly supported with refunds or compensation where needed.
3. This policy outlines the circumstances and processes that govern refunds and compensation for students of Plymouth Marjon University. The policy aims to protect students' interests ensuring we treat them fairly and has been developed in line with the:
    - Universities UK briefing on compensation and refund policies published in April 2018
    - OIA's Putting Things Right published in February 2019
4. Plymouth Marjon University is committed to delivering high-quality education and services. Refunds and compensation will be considered where there is a failure to deliver what was promised in terms of educational quality, resources, or services. Each claim will be assessed on a case-by-case basis, considering the impact on the student.

Scope

5. This policy covers refunds concerning tuition fees; accommodation fees; other relevant costs; and miscellaneous payments. The Policy covers compensation concerning events whereby the University can no longer preserve the continuation of study for students, either on a permanent or temporary basis; and where a student has raised a grievance or complaint with the University.
6. The policy applies to:
    - Current students, including undergraduate, postgraduate, apprentices and part-time students.
    - Students who have withdrawn, suspended, or been affected by programme closures or significant changes.
    - Applicants who have accepted an offer but have not yet enrolled.
    - This policy does not normally apply if you are a student studying at a partner institution and you are paying, or have paid, your tuition fees and other costs to that partner institution. In that case you would need to contact the partner institution directly about its refund and compensation policy.
    - Where a student is also an employee of the University, this policy applies in respect of their student status. Any claims or entitlements arising from their employment status fall under people related policies.

Definitions

7. Refund: Repayment of tuition fees or other charges made by a student and paid to the University. A refund can also include an appropriate reduction in the amount of sums owed in future by the student to the University.
8. Compensation: Financial or non-financial remedies provided to address inconvenience, additional costs, or loss of time incurred by the student.

Circumstances Leading to Refunds or Compensation

9. The University may consider refunds or compensation in the following circumstances:
    - Programme Closure or Significant Changes: If the University closes a course, discontinues a programme, or makes significant changes that materially affect students' ability to achieve their learning outcomes.
    - Failure to Provide Services: Where the University fails to deliver promised academic or support services.
    - Industrial Action: If prolonged industrial action by staff leads to significant disruption to students' studies.
    - Non-Compliance with Consumer Protection Law: Where the University breaches its obligations under consumer protection law.

Refund Policy

10. Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, refunds are made to the original payer and follow the method by which the University received the money. If the original payment was made using a credit card that has subsequently expired, bank details would be required for the individual or sponsor who made the original payment so that a refund can be made to a bank account in their name.

Refunds Relating to Confirmation of Acceptance of Studies

11. Applicants who require a student visa must pay a deposit. The deposit amount is outlined in offer letters. This deposit of tuition fee must be received before the Confirmation of Acceptance of Studies (CAS) can be issued. The CAS deposit amount will be deducted from the tuition fee balance.

12. Under normal circumstances the CAS deposit is non-refundable. In the cases of visa refusal (e.g. fraud or as determined by UKVI), failure to meet additional course enrolment conditions for example disclosure and barring or occupational health conditions, change of intent to study at an alternative provider, withdrawal, or other departure from the course the deposit will not be refunded.

13. Where there is a clear processing error, we make a material change to our programme or you have serious exceptional circumstances a refund will be considered on a case by case basis. Serious exceptional circumstances includes things such as serious personal accident or injury of self or immediate family member, death of immediate family member(s), medical emergency or requirement of long-term medical care of self or immediate family member(s), impact of natural disaster or civil disruption, or if you apply for your visa in good time but it is granted too late for you to join your course. You must support any application for an exceptional circumstance refund of CAS deposit with documentary evidence from an official source before a refund can be approved. Refunds in relation to exceptional circumstances are at the discretion of Plymouth Marjon University.

14. In the event that your visa application is refused, we will require you to provide a copy of the refusal notice issued by the Home Office/UKVI and the identification page of your passport. Please be advised, Plymouth Marjon University will not provide a refund of a CAS deposit, or any additional fees paid in the case of visa refusals if:

    - Your student visa application is refused due to the submission of fraudulent or incorrect documentation or failure to meet the UKVI's maintenance requirements e.g. lack of sufficient funds held for at least 28 consecutive days.
    - Your student visa or further leave to remain application is rejected due to breaching the conditions of your previous visa(s) such as working more than the permitted 20 hours per week during term time or poor attendance.
    - Your student visa application is refused due to a failure to demonstrate academic progression or exceeding the previous UK study limit (i.e. 2 or 5-year study cap) and the required information was either not previously disclosed or false information was provided to Plymouth Marjon University.
    - Your student visa application is refused due to a failure to disclose a previous criminal conviction or failure to disclose any other information Plymouth Marjon University or on your visa application form which has led to the visa refusal.
    - Your student visa is granted but you are refused entry upon arrival in the United Kingdom.

Refunds Relating to Tuition Fees

15. Refunds may be provided for tuition fees already paid if the University fails to deliver the promised course or service or a student withdraws due to proven failure of service delivery by the University.
16. Refunds will be made to students concerning tuition fees where they make payments for their tuition fees that exceed their tuition fee liability. It might be due to a student interrupting or withdrawing during the academic year. A refund will be made based on the difference between the amount paid and the amount owing in this event.
17. Students in receipt of a tuition fee loan from the Student Loans Company are paid directly to the University by the SLC. If a student should interrupt or withdraw from their study during the academic year, the student's tuition fee loan will be adjusted, where necessary, to reflect the tuition fee liability due. The University will raise a 'change of circumstance'

with the SLC if an adjustment is required to reflect the correct tuition fee amount in the loan. The SLC will reclaim any overpayment of the tuition fee loan due from the University. Refunds will not be made to the individual student.

18. Students who self-fund their tuition fees can pay in full at the start of each academic year or in agreed instalments during the academic year. If a student should interrupt or withdraw from their study during the academic year, the student's tuition fee invoice will be adjusted, if necessary, to reflect the tuition fee liability due. If the student has paid more than their tuition fee liability, the University will refund the overpayment amount.
19. Sponsors paying for a student's tuition fees should pay in full at the start of each academic year or can arrange to pay in agreed instalments during the academic year. If a student should interrupt or withdraw from their study during the academic year, the sponsor's tuition fee invoice will be adjusted, if necessary, to reflect the tuition fee liability due. If the sponsor has paid more than the student's tuition fee liability, the University will refund the overpayment amount. Refunds will be made to the Sponsor.

Refunds Relating to Accommodation

20. Refunds may be considered for university-provided accommodation or ancillary services if these services are not delivered as agreed.
21. All students living in university accommodation must pay in full or arrange to pay in agreed instalments before moving into their accommodation. The accommodation Licence Agreement sets out the terms and conditions including payment terms and conditions around when a student can leave the accommodation early, before the end of the licence agreement. If a student leaves their accommodation early before the end of the licence agreement, which is approved under the Licence terms, the Accommodation Office will adjust the accommodation fees due. Where the student or someone on the student's behalf has paid more than the accommodation fee liability, the University will refund the overpayment amount.
22. Students who live with a family under a Homestay agreement can either make payment in full before moving into their accommodation or set up an arrangement to pay in instalments. The Homestay agreement will set out the dates that the agreement covers, and the terms and conditions applied under the agreement. Should the University or Homestay provider require the student to leave the accommodation early, a refund will be made if the student has paid more than the fee due for the time the student has been in the accommodation. Should students wish to leave the accommodation early, they will need the agreement of the Accommodation Office under the terms of their agreement.

Refunds Related to Additional Costs and Charges

23. Students may be charged for items relating to their tuition or additional course costs, such as payments for Disclosure & Barring Service (DBS) checks, attendance on field trips, or additional learning materials. Refunds will only be made concerning these payments if the University cannot provide the service or goods paid for or if there is an issue that results in the full service or goods not being supplied at the fault of the University.
24. Refunds relating to miscellaneous payments. Students may pay the University for other services, such as short courses, wellbeing services, sports classes, or conferences. Refunds will only be made concerning these payments if the University cannot provide the

service or goods paid for or if there is an issue that results in the full service or goods not being supplied at the fault of the University.

Compensation Policy

25. Compensation can include financial and non-financial elements linked to those circumstances outlined in point 9. Financial compensation may be provided for additional travel or relocation costs due to course relocation, additional study costs incurred due to delays or extended periods of study or loss of earnings due to delays in completing the programme. Non-financial compensation may include alternative learning arrangements, such as catch-up classes or extended deadlines, access to additional resources to support learning outcomes and information, advice and guidance. We will consider each case individually. There will be no blanket refusal to consider compensation.

Compensation in the event of a temporary closure of the University or one or more of its sites

26. The University may need to decide to close the University or all or parts of its sites in response to an emergency event (i.e. an unforeseen event beyond the control of the University). In the case of a temporary closure of the whole University or site, the University will, where this is relevant or necessary, provide additional sessions to replace the sessions cancelled and extend submission timescales. If the temporary closure results in the cancellation of a stand-alone event not part of a course, the University will endeavour to reschedule the event for an alternative date. If the event had been paid for by the attendees or their sponsors and the attendees cannot attend the rescheduled event, a full refund will be made.

Compensation in the event of a permanent closure of one or more of the University's sites, facilities, services, departments, programmes, or modules

27. The University may need to decide to close one or more of its sites, facilities, services, departments or programmes permanently. The University will make arrangements to oversee the closure, including consultation and communication with students. Where possible, the aim will be to deliver the service for those affected, for instance, on a 'teaching out' basis to enable the continuation of studies by existing students. It may include a transfer to another Plymouth Marjon University site or another provider location. The University will consider appropriate compensation that might be required for all students affected by the closure. It may include:

    - General inconvenience caused by the closure
    - Travel costs where students will be required to travel to a new venue which results in increased travel costs
    - Accommodation costs where students incur an increase in their accommodation costs as a direct result of the change in location of the course delivery
    - Maintenance costs and tuition fees that have already been incurred where a student may decide to discontinue their study due to the closure
    - The University will consider the compensation offer based on the closure circumstances and the impact on students.

Compensation if a university partner is no longer able to continue with the delivery of a university course

28. If a university partner can no longer deliver a course, the University will make alternative arrangements. The purpose is to enable the teaching of existing students for the remainder of their course. It may result in the students transferring to a new venue, location, and provider. The University will consider appropriate compensation that might be required for all students affected by the change, including the need to transfer to a new venue, location, and provider. It may include:

    - General inconvenience caused by the change of provider/venue
    - Travel costs where students will be required to travel to a new venue which results in increased travel costs
    - Accommodation costs where students incur an increase in their accommodation costs as a direct result of the change in location of the course delivery
    - Maintenance costs and tuition fees that have already been incurred where a student may decide to discontinue their study due to the closure

Process

29. Where appropriate the University will contact students directly where this policy can be invoked. However, if students believe their circumstances mean that this policy should be invoked on an individual basis, they should contact the University through the University's Complaints Procedure as laid out in Section 17 of the University's Student Regulations Framework.
30. The University may decide that an issue arising from an individual or group complaint also affects other students. In these circumstances, the University may choose to apply this policy more widely.
31. Where the University considers that an issue has potentially affected more than one student, the University may offer a separate, streamlined large-group process to all affected students. The large-group process offered will be proportionate and fair and consistent with the University Complaints Procedure.
32. A processing and administration fee up to a maximum of £300 may be retained by the University for refunds depending upon the circumstances of the application.
33. The University will make decisions based on the evidence available at the time. Where this policy is invoked, an offer will be made in writing and will stipulate the amounts of refunds and/or compensation proposed as well as how and when these will be paid. Students will have the opportunity to accept of decline this offer, with written confirmation sent on acceptance. If the student declines the offer, a Completion of Procedures letter will be provided.
34. Compensation will be based on the indicative compensation bands for awards for distress and inconvenience outlined by the Office of the Independent Adjudicator (OIA). These are summarised below:

Level of distress and inconvenience	Recommended compensation
Moderate	Up to £500
Substantial	Between £501 and £2,000
Severe	Between £2,001 and £5,000

Escalation and Complaints

35. Students who are unhappy with the outcome of the University's complaints procedure, may be able to ask the Office of the Independent Adjudicator for Higher Education (OIA) to review their complaint. Further information about making a complaint to the OIA, what it can and can't look at and what it can do to put things right can be found at Students - OIAHE

Review and Updates

This policy will be reviewed annually to ensure compliance with regulatory requirements and best practices. For further assistance, please contact [Student Support Office Contact Information].

Document Administration

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