

**UNIVERSITY OF BIRMINGHAM**

**REFUND AND COMPENSATION POLICY**

## Refund and Compensation Policy

### 1. Introduction

- 1.1 This Policy should be read in conjunction with the Student Protection Plan and sets out the principles the University will apply if it is no longer able to provide continuation of study, because of an event that has triggered the Student Protection Plan, for some or all students.

### 2. Scope

- 2.1 Failure to provide continuation of study is defined in this Policy as circumstances where the University is unable to provide a course, to some or all students, because of an event that has triggered the Student Protection Plan (“Continuation of Study”).
- 2.2 Normally such an event would be permanent, although there are instances covered by the Student Protection Plan that may arise from long term disruption (continuous, over many months).
- 2.3 Examples of events that would trigger the Student Protection Plan, and are covered by this Policy, include:
- the University decides to discontinue a specific course and is unable to teach out;
  - the University closes the location in which the course is taught and suitable premises nearby are not available;
  - the University ceases to operate and closes completely;
  - the University loses the right to provide the course, for example as a result of losing its degree awarding powers;
  - the University loses its licence to register international students; or
  - the student faces long term disruption to the course that continuously and materially affects the course teaching over many months because of a fire, for example, in a key building that leaves it unusable.
- 2.4 Student concerns and complaints fall within the remit of the University’s Code of Practice on Student Concerns and Complaints (with ultimate recourse being available through the Office of the Independent Adjudicator (OIA)) and although such instances may result in refund and/or compensation being awarded they would fall outside of the scope of this Policy.
- 2.5 As per section 7.13.1 of the Regulations of the University, the University shall not normally be liable for non-performance of any obligation where performance is prevented by acts, events, omissions or accidents beyond the control of the University; such situations would consequently not generally be covered by this Policy. However if the circumstances triggered the Student Protection Plan (for example because long term disruption, caused by a fire in major facilities, prevented course completion – the University having first attempted to source suitable alternative premises nearby) this Policy would be applicable. In all cases the University would act in accordance with the principles detailed in section 2 of this Policy and treat students lawfully and fairly.

### 3. General Principles

### 3.1 The University will always treat students lawfully

3.1.1 The University is a charity and can only provide compensation when it is legally obliged to do so – if there was a breach of contract, for example.

### 3.2 The University will always treat students fairly

3.2.1 If the University is no longer able to provide Continuation of Study, and is unable to teach out, the University will fairly compensate those students who are affected.

3.2.2 Where appropriate, this may include offering a refund or a compensation award. Such offers will be made to reimburse students for out-of-pocket or wasted costs which they have incurred and which are a foreseeable and direct result of failure of Continuation of Study. Section 5 of this Policy sets out University practice in number of specific circumstances. Compensation for inconvenience or disappointment or lost time may also be appropriate in some individual circumstances.

### 3.3 The University will treat students on a case-by-case basis

3.3.1 Whenever possible, the University will aim to provide broadly similar levels of refund or compensation (as determined by the particulars of the situation) to cohorts of students who are affected. Nonetheless, the University will take account of the individual student's specific circumstances, through reasonable adjustments for example, when deciding refund or compensation awards.

3.3.2 This means that in some situations, individual students in an affected cohort would be entitled to different refunds or compensation, depending on their personal circumstances; similarly different cohorts of students affected by the same issue might be entitled to different refunds or compensation.

3.3.3 When it is necessary to look at individual students' circumstances, students may be asked to produce documentation to evidence the costs they have incurred or will incur, so that the University can work out the level of appropriate compensation.

## 4. **Practical Considerations on Application of the Policy**

4.1 When the University refunds tuition fees, it will refund the tuition fees directly to the student unless they were originally paid to the University by a Student Loans Company or a sponsor; in those circumstances, the fees will normally be refunded to the appropriate organisation.

4.2 Students will be expected to take reasonable steps to minimise any costs or losses and will not be compensated for costs that they could have avoided or not incurred in situations where the University unable to provide Continuation of Study, as defined in this policy.

### 4.3 Scholarships and Bursaries

4.3.1 Where the University triggers the Student Protection Plan and facilitates a student's transfer to another provider as a result, the University will honour any University scholarship or bursary payments provided the terms and conditions applicable continue to apply and any eligibility criteria continue to be met.

4.3.2 If it is not possible for the University to continue to make the scholarship or bursary payments then an equivalent payment, which mirrored the terms of the scholarship or bursary, would be considered by the University, where appropriate and fair.

## 5. University Practice in Specific Circumstances Covered by the Student Protection Plan

### 5.1 The University decides to discontinue your specific course but is able to teach out

5.1.1 The University will not normally refund any tuition or other fees, or offer any compensation, where it is able to teach out a course except where there are exceptional circumstances – for example where reasonable adjustments are required for individuals.

### 5.2 Students are transferred to another provider or to another location

5.2.1 The University will not normally refund any tuition or other fees in such situations. Students would be responsible for the payment of any future tuition fees due to the new provider, but only to the extent that the fees did not exceed those which a student would have paid to the University. If the fees of the new provider are higher than those which the student would have paid to the University, the University will consider compensation if fair and lawful.

5.2.2 The University may provide compensation for travel costs for travelling to an alternative location, depending on the location of the alternative premises and on the availability of public transport or other transport arrangements. Where appropriate, the University would provide compensation for additional accommodation, maintenance or other costs.

### 5.3 The University is unable to make any alternative teaching arrangements to enable continuation of study

5.3.1 The University will, if fair and lawful, normally:

- unless an alternative qualification is awarded, refund tuition fees (or a proportion thereof) incurred in relation to the course on which students are registered;
- refund any appropriate losses incurred in relation to accommodation or maintenance costs (depending on the students' individual circumstances);
- refund any other appropriate losses directly incurred by students which enable students to study on the course, such as the costs of obtaining a visa (these being dependent on the students' individual circumstances).

5.3.2 In exceptional circumstances, the University may also make a payment in acknowledgement of inconvenience, disappointment or lost time.