

Refund and Compensation Policy

INTRODUCTION, SCOPE AND DEFINITIONS

1. As a registered provider of higher education, Nottingham Trent University has published a [Student Protection Plan](#) which sets out how continuation and quality of study will be preserved for current and potential students if there is disruption to, or withdrawal of, their course of study. It outlines the types of risks that might apply and explains the approach the University would take if these risks were to materialise.
2. In addition to the Student Protection Plan, the University has adopted this Refund and Compensation Policy (the "Policy") setting out the circumstances in which the University will refund tuition fees and other relevant costs to students and provide compensation where necessary if the University is no longer able to preserve continuation of study for one or more students. This Policy may also cover situations where there has been disruption to a course of study. The Student Protection Plan identifies this as an unlikely risk but the University recognises that if it were to occur, affected students should receive a refund of fees and appropriate compensation in accordance with this Policy.
3. Nottingham Trent University considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at the University. It is however important to explain how the University will refund and/ or compensate students if the University is unable to preserve that continuity of study.
4. In this Policy a reference to a "refund" means "the repayment of some or all of the 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.
5. In this Policy a reference to "compensation" means "some other recognisable loss suffered by the student". This would normally fall into two categories:
 - (i) recompensing the student for unplanned or additional out of pocket expenses they have incurred which were paid to someone other than the University (such as travel costs); or
 - (ii) an amount to recompense for material disadvantage to the student arising from a failure by the University to preserve continuation of study. Compensation may take the form of a financial payment, a discount, or some other form of benefit.

Compensation could also take the form of a remedy without a financial element such as an apology or a good will gesture.

6. Students are advised that in addition to the rights set out in this Policy they also have additional statutory remedies under the Consumer Rights Act 2015.

REFUNDS OR COMPENSATION IN THE EVENT OF CHANGE/NON-CONTINUATION OF STUDY

7. In this Policy a reference to the University no longer being able to preserve continuation of study means that the University has terminated or intends to terminate either:
 - (i) a University course of study on which an individual has accepted a place before that individual can enrol as a student; or
 - (ii) a University course of study on which a student is enrolled before that student has completed that course.
8. The University recognises two sets of potential circumstances, planned mid-course termination and unexpected course termination.

Planned Mid-Course Termination

9. A planned mid-course termination occurs when the University can no longer preserve continuity of study as originally planned, but is able to plan and align the termination with the end of an academic year.
10. If such circumstances arise, the University will, when preparing its plan for dealing with the termination, consult the students enrolled on the course and, as a minimum, will:
 - (i) ensure all enrolled students on the course receive the University award (such as a certificate or diploma) that recognises the stage they have reached or will reach at the end of the academic year;
 - (ii) offer those students advice and support to help them decide whether or not to transfer to a different course at the University or seek transfer to a suitable different higher education provider to complete the course which is to be terminated;
 - (iii) offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
 - (iv) put in place, in consultation with Nottingham Trent Students' Union ("NTSU"), a refund and compensation plan relevant to the circumstances of the particular termination that includes provision for compensation in respect of additional costs reasonably incurred by students as a result of any relocation; and
 - (v) ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the course not terminated receives the remainder of that bursary or funding whether they transfer to a different course at the University or to the same course at an alternative provider.
11. The University will also ensure that its plan for dealing with the termination includes appropriate provision for communicating with and compensating individuals who have accepted a place on the course, to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different course at the University or seek a suitable alternative.

Unexpected Course Termination

12. An unexpected course termination occurs when a risk to continuation of study occurs unexpectedly and the University has no alternative but to terminate delivery of the course during the course of an academic year.
13. If such circumstances arise, the University will treat communication and consultation with the students registered on the course as a priority. As a minimum, the University will:
 - (i) ensure all enrolled students on the course receive the University award (certificate or diploma) that recognises the stage they have reached;
 - (ii) offer those students advice and support to help them decide whether or not to transfer to a different course at the University or seek transfer to a suitable alternative provider to complete the course which is to be terminated;
 - (iii) offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
 - (iv) put in place, in consultation with NTSU, a refund and compensation plan relevant to the circumstances of the particular termination that includes provision for a refund of tuition fees and compensation in respect of additional costs reasonably incurred by enrolled students as a result of the termination, any change of course and any relocation; and
 - (v) ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the course not terminated receives the remainder of that bursary or funding whether they transfer to a different course at the University or to the same course at an alternative provider.
14. The University will also ensure that it communicates with and compensates individuals who have accepted a place on the course, to include as a minimum an offer of advice and support to help them decide whether or not to apply for a different course at the University or seek a suitable alternative.
15. Both enrolled students and any individuals who may have accepted a place on the relevant course referred to at paragraphs 11 and 14 above should also take such reasonable steps to mitigate the situation.

Refund and compensation plan

16. The refund and compensation plan referred to in paragraphs 10 and 13 will include appropriate provision for:
 - (i) tuition fee costs - to cover either tuition fee loans from the Student Loans Company, self payment of tuition fees or payment of tuition fees from a sponsor;
 - (ii) maintenance costs;
 - (iii) lost time;
 - (iv) reasonably incurred accommodation costs; and
 - (iv) travel costs as a result of relocation of provision.

Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.

Payments

17. Refunds will only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

Process - Individual Claim

18. Before seeking redress under the terms of this Policy, students/individuals affected should direct their complaint to the University in accordance with the terms of its [Complaints Policy](#) and follow the procedure contained therein in the first instance.
19. Upon completion of the procedure outlined in the University's Complaints Policy an affected individual or student may then seek to use the provisions of this Policy to seek redress if they remain dissatisfied with the outcome. Queries about the application of this Policy should be addressed to StudentComplaints@ntu.ac.uk in the first instance. Claims submitted under the terms of this Policy should:
 - (i) make it clear that the Complaints Policy has been exhausted; and
 - (ii) set out the impact of the change and what steps have been taken to mitigate this.
20. Upon receipt of a claim under this Policy the University will consider the detail of the claim against the factors set out below. A response will be provided within 14 days. The factors are:
 - (i) whether the University had failed to deliver any specific undertakings that had been given to the students for the way in which the course would be delivered;
 - (ii) whether there had been a failure by the University to deliver against material information agreed with the students at the point of acceptance of the offer;
 - (iii) whether a period of prolonged disruption, such as industrial action, has jeopardised the ability of the University 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 course;
 - (iv) whether there has been a demonstrable loss to the student;
 - (v) whether the student has been able to achieve the learning outcomes for their course;
 - (vi) whether the University followed its own processes in delivering the course;
 - (viii) whether the student has been affected in relation to final degree award, accreditation award or ability to take up a job offer;
 - (ix) whether the student has met their own responsibility to minimise losses;

- (x) whether the student took up any reasonable adjustments that were implemented for students to mitigate against their loss and, if so, consideration on whether a student was still disadvantaged despite alternative arrangements; and
- (xi) whether, 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, the University communicated with students adequately throughout the process.

Process - Group Claim

- 21. Where a problem has potentially affected a large number of students, such as industrial action, a separate streamlined process for dealing with groups of complaints efficiently and consistently may be used. This will be consistent with the complaints procedure in the Complaints Policy and should this situation arise the University will consult with NTSU, and make the process clear to students and ensure that it is fair and proportionate. In the event that a student would prefer to use the complaints procedure in the Complaints Policy, they will not be prevented from doing so. The University could decide that an issue arising from an individual complaint affects more than just that individual and apply this Policy more widely.
- 22. The University will consider the factors set out in paragraph 20 above in assessing any group claim.
- 23. If a student whose complaint is dealt with through this group process rather than the Complaints Policy is dissatisfied with the outcome, at this stage they will be offered the option of receiving a Completion of Procedures letter so that they can complain to the OIA.
- 24. If a student uses the group process and is satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.

General

- 25. This Policy is linked to the University's Student Protection Plan and together with the terms and conditions and student regulations forms an important part of the University's Student Contract. It will be reviewed from time to time with those documents.
- 26. This Policy will not normally apply to individuals who have completed the studies for which they registered as a student with the University.

May 2021