

UNIVERSITY OF SALFORD

STUDENT REFUND AND COMPENSATION POLICY

What is the purpose of this policy?

At Salford, we strive to provide you with a stimulating and rewarding university experience. Sometimes, however, there may be circumstances in which changes occur or need to be made that could substantially affect your studies. Such cases are very rare and, should they occur, we will take all reasonable steps to ensure that you are fully supported to complete your studies. This policy is intended to provide a clear and simple framework so you can understand when you may be entitled to a refund, compensation or another type of remedy, and how to make a claim.

A refund or compensation will not necessarily be the most appropriate response and most issues will be resolved another way.

The University of Salford Students' Union has been consulted during the development of this policy and will be involved in subsequent reviews where they result in significant changes.

This policy takes account of the recommendations of Universities UK in its briefing 'Compensation and Refunds Policies – Developing Good Practice' dated 27 April 2018.

What is the status of this policy?

This policy forms part of your contract with us and should be read in conjunction with our Standard Terms and Conditions for Students and our Student Protection Plan (see links at the end of this Policy).

Who does this policy apply to?

Students who are, or who have previously been, registered with us.

This policy does not 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 can I find the meaning of words used in this policy?

There is a glossary at the end of this policy

1. In what circumstances could I be entitled to a refund?

A refund is either:

- a repayment of tuition fees and/or other costs that you have paid us for your programme; or
- an appropriate reduction in the amount of tuition fees and/or other costs that you will have to pay us in the future.

A refund may be paid if:

- you permanently leave your programme and cancel your contract before it is scheduled to finish;
- we permanently remove you from your programme and cancel your contract on one of the grounds under our terms and conditions (e.g. because you are expelled under our Student Disciplinary Procedure);
- you are suspended as a sanction under our Student Disciplinary Procedure or Fitness to Practise Procedure;
- you suffer significant disadvantage as a result of our failure to deliver services that substantially meet our legal obligations;
- you suffer significant disadvantage as a result of substantial and unexpected changes we have to make to your programme or its method of delivery. (Note: If you are a postgraduate research student and your supervisor leaves the University or otherwise becomes unable to continue the supervision for any reason, compensation will only be considered where we are unable to find a suitable replacement);
- we are forced to discontinue the programme for the whole of your cohort due to a serious and unforeseen event and, despite all our reasonable efforts, are unable to offer you a suitable alternative programme with us or to arrange for you to transfer to another higher education provider to complete your programme or undertake the remainder of a similar programme.

(Note: This would be a very rare occurrence but could occur, for example, where we lost our degree awarding powers or the requisite accreditation for the programme. In all cases our priority would always be to try and complete our delivery of the programme wherever it was possible to do so).

It should be noted that no refund will be paid if we suspend you temporarily from the University pending the hearing and, if applicable, subsequent appeal, under one of our Procedures (e.g. Student Disciplinary Procedure). However, if the sanction that is imposed under the Student Disciplinary Procedure is your suspension for a fixed period or expulsion, then any refund will be back-dated to the date of your original suspension.

2. In what circumstances can I claim compensation?

Compensation can take various forms. It may be a payment, non-financial redress (such as an apology or goodwill gesture) or an offer of alternative learning methods if your programme cannot be delivered in the way it was originally intended.

Depending on your situation you may be entitled to compensation where you suffer significant disadvantage as a result of:

- our serious failure to deliver services that substantially meet our legal obligations;
- any substantial and unexpected changes that we have to make to your programme or its method of delivery. (Note: If you are a postgraduate research student and your supervisor leaves the University or otherwise becomes unable to continue the supervision for any reason, compensation will only be considered where we are unable to find a suitable replacement);
- any serious and unforeseen event where:
 - a. we are forced to discontinue the programme for the whole of your cohort; and
 - b. despite all our reasonable efforts we are unable to offer you a suitable alternative programme with us or to arrange for you to transfer to another higher education provider to complete your programme or to undertake the remainder of a similar programme.

This would be a very rare occurrence but could occur, for example, where we lost our degree awarding powers or the requisite accreditation for the programme. In all cases our priority would always be to try and complete the delivery of the programme wherever it was possible to do so.

3. How are refunds and compensation paid?

We pay refunds in British Pounds Sterling to the person or organisation that originally made the payment and by the same method of payment.

Where you have a loan from the Student Loans Company or your tuition fees are paid by a sponsor or employer, we will process any refunds directly with the Student Loans Company or your sponsor or employer (as the case may be).

Compensation may be paid directly to you or be paid by way of a discount against tuition fees or other costs (e.g. allowing you to repeat a module without paying for it) or by giving some other benefit. Where compensation is paid, it is in British Pounds Sterling.

4. How are refunds calculated and how much would be paid?

This depends on the amount of tuition fees/other costs you have paid and the reason you are entitled to a refund. All students in the same or similar circumstances are treated consistently.

If your programme is discontinued and we are unable to offer you a suitable alternative programme with us, we will refund an amount of tuition fees so you can complete your programme with another higher education provider.

If your programme is discontinued and we are unable to offer you a suitable alternative programme with us or to transfer to another higher education provider, we will refund the tuition fees and other related costs you have paid us. However, the refund will exclude tuition fees and other related costs for years of study or modules for which we have awarded you academic credits.

The following tables, which must be read alongside the list of exceptions and notes underneath them, indicate how refunds of tuition fees that you have paid are calculated for each year of study.

Timing of cancellation, interruption or sanctions of suspension or expulsion	Percentage of tuition fees we will refund to you
Before the programme starts or within the first 2 weeks starting on the date the programme starts	100%
After those first 2 weeks but before the end of week 20 of the programme	100% but less any deduction (see below)*
After week 20 of the programme	0%

**The following formula will be used to calculate the amount of deduction from your refund if the programme started 2 or more weeks prior to cancellation, interruption, suspension or expulsion:*

$$\frac{A \times C}{B}$$

Where:

A = 100% of tuition fees you have paid

B = 30 (being the total number of study weeks over the year)

C = the actual number of weeks (or part weeks) that you have studied with us at the time of cancellation, interruption or suspension or expulsion up to a maximum of 20 weeks.

List of exceptions

A	If we cancel your programme, we will give you a full refund of the tuition fees you have paid, including any deposit.
B	If you cancel your contract using your statutory right to do so (as set out in our Standard Terms and Conditions for Students), you will receive a full refund of the tuition fees you have paid less any non-refundable deposit you have paid. The circumstances in which deposits are non-refundable are set out below.
C	If your programme is one credit bearing module and you cancel, interrupt or are suspended or expelled from that programme on or after the date on which the programme starts, no refund will be paid.
D	If your contract is cancelled or you interrupt or are suspended or expelled from any programme of one semester in duration or any undergraduate or postgraduate Study Abroad programme within the first 2 weeks from the start of such programme, you will receive a full refund of the tuition fees you have paid. However, if your contract is cancelled or you interrupt or are suspended or expelled after the end of those 2 weeks, no refund will be paid.
E	If you are studying a postgraduate research programme, no refund will be paid if your contract is cancelled or you interrupt or are suspended or expelled after the eighth month of study in each year. If your contract is cancelled or interrupted or you are suspended or expelled before the end of the eighth month, the refund will be calculated by dividing the full tuition fees by 12 and then multiplying them by the number of complete months of study which are left as at the date of cancellation, interruption, suspension or expulsion.
F	<p>If you have an undergraduate student loan and your contract is cancelled or you interrupt or are suspended or expelled from your programme, your tuition fees will be recalculated in accordance with the Student Loans Company driven liability dates as follows:</p> <ol style="list-style-type: none"> 1 Cancellation/interruption/suspension/expulsion after week 2 of teaching you will be charged 25% of full tuition fees. 2 Cancellation/interruption/suspension/expulsion after week 12 of teaching you will be charged 50% of full tuition fees. 3 Cancellation/interruption/suspension/expulsion after week 23 of teaching you will be charged 100% of full tuition fees.
G	If you are a postgraduate research student who interrupts prior to writing up your thesis, no refund of tuition fees is payable for the period of the interruption.
H	Tuition fees are not recalculated if you interrupt any module(s).
I	If your contract is cancelled or you interrupt your studies and you are part self-funded and part funded by the Guernsey Department of Education, States of

	Jersey or Isle of Man Department of Education and Children, the student/parent contribution to fees will always be refunded first. Depending on the timing of cancellation or interruption this may affect your entitlement to a refund, and where you are entitled to one, the amount you receive.
J	If your contract is cancelled or you interrupt or are suspended or expelled from any block delivery or short programme (55 credits or fewer) before or at any time during any year of study, your full tuition fees for that year of study must be paid.
K	No refund will be paid if your contract is cancelled or you interrupt or are suspended or expelled from any pre-sessional English programmes.

Notes

- If you are suspended or expelled as a sanction at a disciplinary hearing, the refund will be calculated from the date of that disciplinary hearing. However, if you were suspended (as a neutral act) pending that disciplinary hearing because of an allegation of serious misconduct, your tuition fees will be held on your account until the disciplinary hearing has taken place and the refund will be back-dated to the date of your original suspension.
- Where you cancel or interrupt your programme, a refund (if applicable) will only be calculated from the date we receive formal notification from you.
- If you owe us any amounts which are connected with your studies, then they will be deducted from any refund.
- We will not pay refunds for years of study or modules for which we have awarded you academic credits.
- If we establish that you have used our Confirmation of Acceptance for Studies letter to obtain a visa or that your deposit has been paid by unlawful method, your deposit cannot be refunded even if you cancel your contract using your statutory right to do so.
- Deposits are also non-refundable unless a serious and unforeseen event means that we are unable to deliver the programme for the whole of your cohort;
- Scholarships, bursaries and fee discounts (if applicable) will be deducted from any refund.
- If, at the time of interrupting, you have paid us all tuition fees for the year of study, you may (at your option) either:
 - a. carry forward your paid tuition fees to a subsequent year, assuming you resume at the same point at which you interrupted and you resume at the next available opportunity; or

- b. receive a refund (see above for how that refund will be calculated). If you choose to receive a refund, you will be charged the rate of fees which are applicable at the time you resume your programme.

5. How is compensation calculated and how much would be paid?

There is no fixed amount and it depends on the circumstances. Our aim is to treat all students in the same or similar circumstances consistently.

The focus is to ensure that you receive the education you are entitled to expect and, where this does not happen, to enable you to continue your studies without any significant disadvantage.

Where we have been forced to discontinue a programme and offer no reasonable alternative (including transfer to an alternative higher education provider), the payment of compensation will depend on your particular circumstances and the hardship that you actually suffer.

We adhere to the recommendations made by Universities UK regarding the calculation of compensation and so the factors that we will take into account include the following:

- Have we given specific undertakings to you for the way in which the programme is delivered?
- Has there been a failure to deliver against material information agreed with the you at the point of acceptance of the offer?
- Has a period of prolonged disruption jeopardised our ability to offer guided learning in a manner than ensures you 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, have you been able to achieve the learning outcomes for your programme?
- Have you met your own responsibility to minimise losses?
- Have we followed our own processes in delivering the programme? For example, in relation to quality assurance processes and communications to students?
- Have you been affected in relation to final degree award, accreditation award or ability to take up a job offer?
- Were any alternative arrangements or adjustments implemented for you to mitigate against any loss? Did you take up what was offered? Were you still disadvantaged despite alternative arrangements?

- If a complaint is made due to disruption to your learning experience which is beyond your control, for example disruption to the programme due to industrial action, how have we communicated with you throughout the process? Have communications been clear and consistent so you 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 and/or a 'goodwill payment' from us 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: (i) the basis for a claim – such as loss of teaching time or material impact on learning outcomes and future prospects (ii) consider the fact that in the case of a reduction to the tuition fee which is covered via a loan from the Student Loans Company (SLC), the institution will need to complete a Change of Fee Notification with the SLC. Your loan repayments will then be altered to reflect the reduced amount.

6. How would I claim a refund?

We should automatically pay your refund without you needing to do anything if:

- you permanently leave your programme and cancel your contract before it is scheduled to finish; or
- we permanently remove you from your programme and cancel your contract on one of the grounds under our terms and conditions (e.g. because you are expelled under our Student Disciplinary Procedure); or
- you are suspended for a fixed period as a sanction under our Student Disciplinary Procedure or Fitness to Practise Procedure; or
- you interrupt your studies and choose to receive a refund.

However, we must have received the requisite notification from you before a refund is paid if you:

- permanently leave your programme and cancel your contract before it is scheduled to finish; or
- interrupt your studies.

7. How would I claim compensation?

To claim compensation, it is necessary to:

- make a complaint under the Student Complaints Procedure - assuming you are eligible to do so; and

- with that complaint provide us with sufficient information to substantiate that your claim is valid under this policy and, where applicable, to evidence the significant disadvantage you have suffered.

If you wish to claim compensation for any wasted and/or unavoidable additional costs (e.g. travel costs if your location of study has changed), you must provide us with appropriate evidence of the costs (the costs must not exceed a reasonable amount and you must keep the amount you incur to a minimum).

8. What does making a complaint under the Student Complaints Procedure involve?

The process starts with an informal dialogue between you and your School which should hopefully resolve the issues. However, ultimately, if the matter cannot be resolved to your satisfaction under our internal procedure, you may be entitled to refer the matter to the Office of the Independent Adjudicator. To apply to the Office of the Independent Adjudicator, you will need to have received our completion of procedures letter which will confirm that you have completed all stages of our procedure.

To submit a complaint to the Office of the Independent Adjudicator, you can complete an online form or request a hard copy form by contacting them by post, telephone, online e-form or email (details below):

Web link for complaint online form	http://www.oiahe.org.uk/making-a-complaint-to-the-oia/how-to-make-a-complaint.aspx
Address	Second Floor, Abbey Gate, 57-75 Kings Road, Reading, RG1 3AB
Telephone	0118 959 9813
Web link for online e-form	https://www.oiahe.org.uk/contact-us/e-form.aspx
Email	enquiries@oiahe.org.uk

Where a problem has potentially affected a large number of students, e.g. strikes by certain academic staff, we may use a separate streamlined process so that all complaints can be dealt with in the most efficient and consistent manner. This is explained more fully in our Student Complaints Procedure.

9. I am no longer a student of the University – can I still make a complaint?

We will accept your complaint only if:

- the matter you are complaining about is eligible to be considered under our Student Complaints Procedure (see link at the end of this Policy); and

- we receive your complaint within 20 working days of the event or circumstance which is its cause (or within 20 working days of the most recent event or circumstance if the complaint relates to a series of events or circumstances).

10. What about other remedies?

Financial compensation will not always be the most appropriate response to a complaint and we will use alternatives if they are better, e.g. an apology or goodwill gesture or an offer of alternative learning methods if your programme cannot be delivered in the way it was originally intended.

If we have not complied with our obligations under the Consumer Rights Act 2015, we are mindful of our statutory responsibilities to offer repeat performance (e.g. repeat a module) or, where repeat performance is not possible or has not been done in the required manner, a refund (price discount). A full or partial refund under that Act must be paid within 14 days from agreement that a refund is due.

11. Will I get a refund or compensation if my programme is disrupted by strike action?

We implement strategies and policies to avoid or minimise as far as possible any disruption arising from strike action or other events that are outside our reasonable control:

- We ensure that students who are in the same or similar situation are treated as fairly and consistently as possible.
- We ensure that academic standards are not compromised.
- We consult with appropriate representative student bodies in our planning from an early stage.
- We identify and assess the potential effects of industrial action, or similar event, not only on the whole University but also on each School, service and cohort of students.
- We review relevant policies and procedures across all areas/services and make necessary amendments to them as permitted by our contracts with students.
- We make clear to you how your programme will respond where full delivery of services may not be feasible.
- We ensure regular and effective communication with staff and students and the Students' Union on our plans in order to manage expectations.

If, you suffer hardship as a result of strikes which were within our reasonable control to avoid or minimise and you wish to claim a refund and/or compensation, then you should make a complaint under the Students' Complaints Procedure - assuming you are eligible to do so.

Discontinuation of programmes

12. If my programme is discontinued and I transfer to another higher education provider to complete my programme or to undertake the remainder of a suitable alternative programme, what will happen to the refund of my tuition fees loan from the Student Loans Company?

We will not pay any fees to the new provider but will support you to ensure that future loan payments are transferred by the Student Loans Company to the new provider.

13. If my programme is discontinued and you are unable to offer me a suitable alternative programme or a transfer to another higher education provider to complete my programme or undertake the remainder of a suitable alternative programme, what will happen regarding the refund of my tuition fees loan from the Student Loan Company?

To provide compensation for student loans relating to tuition fees it must be unreasonable to expect you to transfer to another higher education provider.

We will not return any funding to the Student Loans Company to the extent that it relates to parts of the programme for which we have given you academic credits. However, apart from that, we will return appropriate funding to the Student Loans Company so that your liability to them is erased or, if that is not possible, will make alternative arrangements to achieve a similar outcome. We will also return any payments we have received from Student Loans Company which relate to future teaching of the programme.

14. If my programme is discontinued and I transfer to another higher education provider to complete my programme or to undertake the remainder of a suitable alternative programme, what will happen regarding the refund of tuition fees paid by my sponsor?

We will support you so that funding for future teaching is transferred to the new provider.

We will not return any funding that your sponsor has previously paid us to the extent that it relates to parts of the programme for which we have given you academic credits. However, apart from that, we will return appropriate funding to your sponsor.

15. If my programme is discontinued and you are unable to offer me a suitable alternative programme or a transfer to another higher education provider to complete my programme or undertake the remainder of a suitable alternative programme, what will happen regarding the refund of tuition fees paid by my sponsor?

We will return any payments we have received from your sponsor which relate to the future teaching of the programme.

We will not return any funding to your sponsor where it relates to parts of the programme for which we have given you academic credits. If it is reasonable to expect you to transfer to another higher education provider, but you refuse to do so, we will not refund other funding that your sponsor has paid us.

16. If the location of my programme is changed, who will pay the additional travel costs that I incur?

Where we are forced to change the location of your programme and there is evidence that you are affected by the change and will incur additional travel costs, we will either pay compensation up to the amount of reasonable additional travel costs or provide travel support (e.g. through a timetabled minibus service).

17. If my programme discontinues and I transfer to another higher education provider to complete my programme or to undertake the remainder of a suitable alternative programme, what will happen to my bursary?

We will ensure that your bursary is honoured by the new higher education provider or, failing that, by us.

18. If my programme is discontinued and I transfer to another higher education provider to complete my programme or to undertake the remainder of a suitable alternative programme, what will happen to my tuition fees and maintenance costs?

We will refund any payments of tuition fees that we have received from you and that relate to the future teaching of the programme.

We will try to ensure that the transition to the alternative higher education provider is as smooth as possible. If, however, you suffer disruption or hardship and want to claim compensation, then you would need to make a complaint under our Student Complaints Procedure.

19. If my programme is discontinued and you are unable to offer me a suitable alternative programme or a transfer to another higher education provider to complete my programme or to undertake the remainder of a suitable alternative programme, what will happen to my maintenance costs and lost time?

If it is unreasonable to expect you to transfer to another higher education provider, we will reimburse a reasonable proportion of maintenance costs and lost time to the extent that:

- they are directly attributable to our inability to continue to deliver your programme; and
- such proportion cannot be met by other means (e.g. your student loan).

Glossary

Word	Meaning
Cancellation of contract	The end of your legally binding agreement with the University regarding your programme and your permanent removal from your programme.
Compensation	<p>Where we have failed to deliver any academic or non-academic service for you in accordance with our legal obligations, compensation is the amount that we decide to pay you which could cover:</p> <ul style="list-style-type: none"> - any unavoidable wasted costs you have reasonably incurred (e.g. travel costs if the location of your programme has changed); - any significant disadvantage you have suffered; - any unavoidable additional costs you have reasonably incurred (e.g. travel costs if the location of your programme has changed). <p>References to compensation will include non-financial redress, such as an apology or goodwill gesture or an offer of alternative learning methods if your programme cannot be delivered in the way it was originally intended</p>
Expulsion	This is a disciplinary sanction which, where applied, results in a student being permanently removed from their course at the University and the cancellation of the contract between the student and the University. A student who has been expelled from the University would not be permitted to study at the University for a period of at least 10 years.
Interruption of Study	An interruption of study is where, with our prior agreement, you take a formal break from study for a specific period of time with the intention to resume study at a future date.
Legal Obligations	<p>Our legal obligations which are derived from a number of sources including:</p> <ul style="list-style-type: none"> • our contract with you; • legislation (e.g. under the Consumer Rights Act 2015 and Higher Education and Research Act 2017);

	<ul style="list-style-type: none"> • the Scheme operated by the Office of the Independent Adjudicator; • the Quality Code published by the Quality Assurance Agency; • our Charter, Statutes, Ordinances, Rules, Procedures, Policies and other documents that govern our activities.
Programme	The programme of study (course) for which you are registered as a student with us
Refund	<p>Either:</p> <ul style="list-style-type: none"> • a repayment of tuition fees and/or other costs that you have paid us for your programme; or • an appropriate reduction in the amount of tuition fees and/or other costs that you will have to pay us in the future.
Suspension	The sanction of pausing your studies for a fixed period of time which is imposed under the Student Disciplinary Procedure. This is distinct from the situation where we temporarily pause your studies pending the outcome of a disciplinary hearing related to an allegation of serious misconduct. Suspension in this case is a neutral act, but restrictions may apply, e.g. access to the campus may not be permitted and IT facilities may be withdrawn.

Relevant Links:

1. Student Complaints Procedure Student Complaints Procedure QEO University of Salford, Manchester
2 Standard Terms and Conditions. https://www.salford.ac.uk/_data/assets/word_doc/0008/1686536/2018-19-Terms-and-Conditions.docx
3. Student Protection Plan. https://www.salford.ac.uk/_data/assets/pdf_file/0018/1602126/C3_10007156_Student_Protection_Plan.pdf
4. Office of the Independent Adjudicator https://www.salford.ac.uk/qeo/StudentPolicies/oia