



# College of Osteopaths

## Refund and Compensation Policy

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### 1. Purpose

This Policy sets out the terms under which the College will make refunds and provide compensation to, and on behalf of, students.

### 2. Scope and Review

2.1 The Policy covers refunds in relation to tuition fees, other costs and miscellaneous payments.

2.2 The Policy covers compensation in relation to events whereby the College is no longer able to preserve continuation of study for students, either on a permanent or temporary basis; and events where a student has raised a grievance or complaint with the College, noting also the provisions of the Student Terms & Conditions.

2.3 The Policy is reviewed annually.

2.4 Any variation to this Policy is agreed by the College's Board of Governors.

### 3. Refunds relating to tuition fees

3.1 Tuition fees are due annually at the start of the student's course each academic year. Payment of tuition fees are a student's responsibility regardless of how they are funding their fees (e.g. by taking out a student tuition fee loan, self-funding or being sponsored by an employer or other sponsor).

3.2 The amount of tuition fee liability incurred by a student may change during the academic year. If a student interrupts or withdraws from their studies during the academic year, the tuition fee liability will depend on the timing of the interruption or withdrawal. We will calculate your refund based on your last date of active registration on your course and with reference to the following table:

When you withdraw or interrupt your studies	% Refund of annual course Fees*
On or before weekend 2	100%
On or before weekend 5	75%
On or before weekend 10	50%
On or after weekend 15	0%

\* All tuition fee refunds are calculated on the net tuition fee, which considers any fee waiver, reduction or discount that has been applied to your account. Once students have enrolled the College arranges insurance with the Institute of Osteopathy (iO). Should you decide to withdraw you will be required to pay the cost of this insurance as part of a cancellation fee of £100. This cancellation fee includes a small administration cost of approximately £25.

3.3 Refunds will be made to students in relation to tuition fees where they have made payments for their tuition fees which then exceed their tuition fee liability. This might be due to a student interrupting or withdrawing from study during the academic year.

- 3.4 Refunds will also be made to students in relation to tuition fees if an error occurs in the invoicing arrangements and the student is invoiced and pays more than the tuition fee due for their programme of study. In this event, a refund will be made based on the difference between the amount paid and the amount due.
- 3.5 **In accordance with 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 College received the money. If the original payment was made using a credit card which has subsequently expired, bank details will 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.**
- 3.6 **Students in receipt of a tuition fee loan from the Student Loans Company**
- 3.6.1 Tuition fees for Home/EU students who are in receipt of a tuition fee loan from the Student Loans Company (SLC) are paid directly to the College by the SLC. Payments are received in three instalments during the academic year in the proportions of 25% / 25% / 50%.
- 3.6.2 If a student should interrupt or withdraw from their studying during the academic year, the student's tuition fee loan will be adjusted to reflect the tuition fee liability due. The College will raise a fee 'change of circumstance' with the SLC to reflect the correct tuition fee amount in the loan.
- 3.6.3 The SLC will reclaim any refund of tuition fee loan due from the College. Refunds will not be made to the individual student.
- 3.7 **Students who pay for their own tuition fees (self-funded students)**
- 3.7.1 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. Please see details in the Credit Control Policy.
- 3.7.2 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 a student has paid more than their tuition fee liability, the College will refund the amount of overpayment (see table in point 3.2).
- 3.7.3 Refunds will be made to the student. If the original payment was made using a credit card which has subsequently expired, bank details will be requested for the student who made the original payment so that a refund can be made to a bank account in the student's name.
- 3.8 **Students whose tuition fees are paid by a sponsor (i.e. an employer, or other sponsor)**
- 3.8.1 Sponsors who are paying for a student's tuition fees should pay in full at the start of each academic year or can arrange to pay in agree instalments during the academic year.
- 3.8.2 If a student should interrupt or withdraw from their study during the academic year, the Sponsor's tuition fee invoice will be adjusted to reflect the tuition fee liability due. If a Sponsor has paid more than the student's tuition fee liability, the College will refund the amount of overpayment (see table in point 3.2).
- 3.8.3 Refunds will be made to the sponsor. If the original payment was made using a credit card which has subsequently expired, bank details will be requested for the Sponsor who made the original payment so that a refund can be made to a bank account in the Sponsor's name.

## **4. Refunds relating to other costs and miscellaneous payments**

### **4.1 Refunds relating to additional course costs**

4.1.1 Students may be charged for items relating to their tuition or additional course costs, for example payments for Disclosure & Barring Service (DBS) checks, payments for clinic coats or diagnostic testing kits.

4.1.2 Refunds will only be made in relation to these payments if the College is unable to provide the service or goods (or comparable service/goods) paid for, or if there is an issue which results in the full services or good not being supplied at the fault of the College.

### **4.2 Refunds relating to miscellaneous payments**

4.2.1 Students may make payments to the College for other services, for example short courses or events (i.e. Anatomy Day).

4.2.2 Refunds will only be made in relation to these payments if the College is unable to provide the service or goods (or comparable service/goods) paid for, or if there is an issue which results in the full services or goods not being supplied at the fault of the College.

## **5. Compensation when the College is no longer able to preserve continuation of study**

5.1 The College is committed to providing students with their full course of study in line with the advertised content, location and venue, and provider (where the course is delivered in partnership with another provider). Any material change to the advertised offering will be made in line with the College's policy and as detailed in the College's Student Protection Plan.

### **5.2 Compensation in the event of a permanent or temporary closure of the College or one of the College intake sites**

5.2.1 The College may need to take the decision to close the College or an intake site in response to a *force majeure* event (beyond the control of the College) for example, severe weather, prolonged shortage of energy supplies, riots, war, or acts of state or governmental action.

5.2.1.1 In the case of a temporary closure of the whole College or intake site, the College will, provide additional sessions to replace the sessions cancelled and extend submission timescales.

5.2.1.2 If the temporary closure results in cancellation of an event, the College 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 are not able to attend the rescheduled event, a full refund will be made under the terms set out in Section 4 of this policy.

5.2.2 The College may need to take the decision to close one or more of its intake sites on a permanent basis.

5.2.2.1 Any closure will be in line with the Student Protection Plan. The College will put in place arrangements to oversee the closure with its validating partner, which will include consultation and communication with students.

5.2.2.2 Where possible the aim will be to provide the delivery of the service for those affected, for instance on a 'teach-out' basis to enable continuation of studies by existing students. This may include transfer to another College site or another provider location.

5.2.3 The College will compensate students affected by **any temporary or permanent** closure of one or all sites. This 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;
- other additional costs incurred as a direct result of the change in location of the course delivery (for example, students with caring responsibilities whose childcare costs increase significantly);
- Maintenance costs and tuition fees that have already been incurred where a student may decide to discontinue their study due to the closure;
- Maintenance costs and tuition fees that have already been incurred where students have to transfer courses or provider;
- Maintenance costs and lost time where it is not possible to preserve continuation of study.

The College will consider the compensation offer based on the circumstances of the closure and the impact on the students. The College will agree on a financial package with the student to ensure the student is not disadvantaged academically or financially. This will take into account those with protected characteristics or from different backgrounds.

5.2.4 Student compensation and refunds are based on the Office of the Independent Adjudicator's (OIA) indicative compensations bands for distress and inconvenience: i.e. 'Moderate' up to £500, 'Substantial' between £501 and £2,000, and 'Severe' between £2,001 and £5,000, with categories that define what is deemed to be Moderate (some short term distress and inconvenience), Substantial (unreasonable changes that result in substantial distress and inconvenience) and Severe (where the proposed alternative requires a clear material disadvantage to a student and there is no appropriate or possible practical remedy).

## **6. Payment of Bursaries**

6.1 If a student is already in receipt of a bursary, the College will honour the bursary payment if the sponsoring body refuses to pay the bursary because of any action taken by the College relating to the provision of the course. Such payment will be on the same terms, and subject to the same conditions, as the original bursary.

6.2 The College will not honour a bursary where the sponsoring body refuses to pay a bursary to a student because the student no longer meets the terms and conditions of the bursary scheme.

## **7. Tuition fees will not be refunded to students who are withdrawn by the College**

7.1 If a student is withdrawn from the programme of study by the College for the following reasons:

- If the student has failed the programme of study (on academic grounds)
- If the student has been withdrawn as a cumulative outcome of academic misconduct.
- If the student has been withdrawn under the Fitness to Practise procedure
- If the student has been withdrawn as part of the attendance and monitoring regulation
- If the student has made a fraudulent application for admission or provided falsified documents.