

# Refunds & Compensation Policy

Academic Year 2020-21  
& Academic Year 2021-22

# Introduction to the Refunds & Compensation Policy

Oak Hill College is committed to providing all of its students with a high-quality learning experience which conforms to national standards and which will enable them to grow in the knowledge, skills and personal attributes required for Christian service. In so doing, the College recognises that there may be occasions when, due to extreme and unforeseen circumstances, it finds itself unable to provide the educational services to which it is committed; it also recognises that, from time to time, students may need to withdraw from their studies.

This policy sets out the circumstances in which the College will consider refunds and compensation payments. It should be read in conjunction with the Fees Information Sheet, the Regulations & Procedures Handbook and the Student Protection Plan, all of which are updated annually and are made available to current and prospective students. This document is likewise subject to annual review by the Management Group, the Leadership Team, the Finance & General Purposes Committee and the Chair of the Kingham Hill Trust to ensure that it remains up to date and appropriate for the College's operating context.

Students who have queries about the Policy should refer them to the Director of Operations & Finance in the first instance (Grant Farrant: grantf@oakhill.ac.uk); if the Director of Operations & Finance is unavailable for any reason (for example during a period of annual leave) enquiries should be referred to one of the Acting Vice-Principals instead (David Shaw: davids@oakhill.ac.uk; or Matthew Sleeman: matthews@oakhill.ac.uk).

## In What Circumstances Might the College Give a Refund?

Each year, the College publishes a Fees Information Sheet, which sets out the fees for the following academic year: this includes both tuition fees and fees for College accommodation. Information about how and when fees should be paid to the College is provided in the Fees Information Sheet and also in the Regulations & Procedures Handbook. The Regulations & Procedures Handbook additionally contains information about the College's 'financial assurances' procedure and about how the College will work with students in cases of unexpected financial hardship.

### 1. Normal Circumstances

- Under normal circumstances, if a student chooses to withdraw from one of the College's programmes after Enrolment (which takes place on the first day of Welcome Week, usually in the first week of September), no refunds can be given since the College will be unable at that point to fill the place for the coming academic year.
- At its own discretion (for example in cases of bereavement or serious illness), the College *may* provide refunds for tuition fees according to the principles set out below, and each case will be considered on its own merits. Tuition fees will *not* be refunded in cases of academic failure/proven academic misconduct.
- The College regrets that it is normally unable to refund accommodation fees unless in the most exceptional circumstances (such as those set out in the Student Protection Plan).
- If a student withdraws before 1 May in any given academic year, the College will refund the University registration fee (please see the Fees Information Sheet for the current fee level); after that date, the registration fee will have been paid to the University and cannot therefore be refunded to the student.

## 2. Temporary Interruption of Study

- Students who agree a temporary interruption of studies with the College will not normally be refunded at that point; instead, any credit balance will be carried forward and will be applied against any future tuition fee charges. Students who interrupt their studies remain liable for any outstanding fees due at the point of suspension.
- Should a student who is taking a temporary interruption of study subsequently decide to withdraw, any refund will be calculated at the College's discretion and according to the principles set out in this Policy.

## 3. Extreme and Unusual Circumstances

- In the kinds of extreme and unusual circumstances covered by the College's Student Protection Plan, for example, course cancellation/withdrawal by the College, College closure, or a major incident (such as a serious fire or significant loss of staff), the College may provide refunds both for tuition fee and for accommodation.
- The College's preference will always be to teach out its programmes, and the planned mechanisms for doing so are set out in detail within the Student Protection Plan. However, if teach-out is impossible, or if a student's particular circumstances mean that they need to transfer to another institution to complete their studies, then the College will agree a refund with the student according to the schedule set out below (*How will Refunds be Calculated?*).

## How Will Refunds be Calculated?

All requests for refunds should be made in writing to the Director of Operations & Finance. If the Director of Operations & Finance is unavailable (for example is away on annual leave) then the request should be made to one of the Acting Vice Principals instead. The Director of Operations & Finance (or the relevant Acting Vice-Principal) will make a decision on whether to provide a refund in conjunction with the other members of the Leadership Team. Any refund agreed by the College will be calculated from the point at which the formal written request is received, rather than from the point at which a student stopped attending classes. Retrospective or backdated withdrawals will not normally be considered. Should the College agree to refund tuition fees to a student, the amount to be refunded will be calculated according to the principles set out below:

- *Full-time Undergraduates and all Postgraduates (full-time and part-time)*: These students pay a set fee for each year of study (as set out in the Fees Information Sheet); as such, the level of refund will be in proportion to this total fee and will be agreed at the College's discretion with reference to the particular circumstances involved and the point in the academic year at which the request has been made.
- *Part-time Undergraduates, Auditors and Flexible Learners*: These students pay fees on a pro-rata basis (per module). As such, refunds will be calculated according to the following principles:
  - a. If a module has commenced, and some of the learning materials have been issued, then no refund will be given: this includes year-long modules where the first semester of study has commenced.
  - b. If a module has not yet commenced, and none of the learning materials have yet been issued, then a full refund will be given where the fees for that module have already been paid.
  - c. As is the case for all other students, refunds to Creditors will automatically exclude the University registration fee if the Creditor withdraws after 1 May in any given academic year: please see the Fees Information Sheet for the latest information about the registration fee for Creditors.
  - d. Refunds will only be given to Auditors and Flexible Learners who have paid for the module in question and will be calculated in accordance with the principles set out in (a) and (b) above.

Should the College agree to refund accommodation fees (which will only be in the kinds of extreme and unusual circumstances set out in the Student Protection Plan), refunds will be calculated on a pro-rata basis to the point at which the accommodation becomes unfit for habitation or the point at which the student transfers to another institution.

In all cases, where a student is currently in debt to the College (e.g., for tuition fees), then any refunds agreed will be offset against monies owed to the College.

Students who are in receipt of a bursary from the College will not be asked to return the bursary as part of any refund calculation: i.e., should a refund be required for the student in question, the bursary will be honoured according to its original intention and will be excluded from any calculations.

## To Whom Will Refunds be Paid?

Should the College agree to refund fees to a student, payments will normally be made within 28 days of approval being given, and will be paid by the method originally used: i.e., if the fees were originally paid by cheque or by bank transfer, then the refund will be paid in the same way. Refunds will *never* be paid in cash. Refunds will be returned to the person or organisation who originally paid the relevant fees. As such:

- *Undergraduates<sup>1</sup> in receipt of tuition fee loan from SLC/SAAS*: The College will submit the appropriate Change of Circumstance (CoC) request so that tuition fee can be clawed back and the student's tuition fee liability reduced accordingly. A CoC will also be submitted in the case of student transfer to another institution, such that payment of tuition fees will revert to the new institution at the appropriate time.
- *Students who are being sponsored by a third party (e.g., an Ordinand's sponsoring diocese)*: Where fees are paid directly by the third party, any refunds will be returned to the individual or organisation which made the original payment. Refunds will only be given to students in cases where the funds are paid to the College *through* the student (i.e., are donated to the student by a third party and are then paid on).
- *Students who pay their own fees directly (i.e., are self-funding)*: Refunds will be paid directly to the student.

Where payment of fees was split between more than one payee, any agreed refund will be made in proportion to the original split: e.g., if the student paid 40% of the fee and a third-party sponsor paid 60%, then any agreed refund will be paid to student and sponsor in the same proportions.

## In What Circumstances Might the College Consider Giving Compensation?

In the kinds of extreme and unusual circumstances set out in the College's Student Protection Plan, the College may consider making compensatory payments to students to offset additional costs. For example:

- Where accommodation is rendered unfit for habitation (e.g., as a result of a major incident) and students need to be provided with temporary accommodation, the College will pay reasonable additional costs associated with this until such time as the student finishes their course or is able to move back into College housing (whichever happens sooner).

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<sup>1</sup> The Postgraduate Loan is currently paid directly to students, so funds will be returned to the student instead of SLC.

- Where students incur additional expenditure in excess of their normal costs because of the College's need to provide alternative teaching space or accommodation offsite (such as for transport or childcare), or because of a requirement to switch to online methods of delivery (e.g., for IT equipment or internet connectivity), the College will reimburse reasonable additional costs.

As noted above, in the event that one of the risks set out in the Student Protection Plan crystallises and the Plan needs to be implemented, the College's preference will always be to teach out its programmes. However, in cases where teach-out is impossible, or where a student's particular circumstances mean that they need to transfer to another institution to complete their studies, the College will work with students on an individual basis to calculate appropriate refunds (both for tuition fee and for accommodation, depending on the precise circumstances); the College will also consider making compensatory payments to help with additional costs such as the costs associated with moving to the new provider.

In situations where, for whatever reason, the College has been unable to provide educational services to the standard expected of a UK Higher Education Provider, the College will consider providing a repeat of the relevant modules for affected students free of charge. If this is not possible, then compensation may be considered. Please note that such requests must be supported by verifiable evidence, and disagreement with the academic judgement of teaching staff and/or External Examiners will *not* be grounds for such an application under the terms of this Policy.

## **How Will Refunds and Compensation Payments be Funded?**

The College is appropriately insured for the kinds of extreme and unusual circumstances set out in its Student Protection Plan and will be able to issue refunds and compensation payments from that insurance. Should additional funds be required for any reason, the College will make use of its own reserves or those of the Kingham Hill Trust.

## **Complaints and Appeals**

Any student who is dissatisfied with the way in which their request for a refund/compensation has been handled, or who wishes to appeal the decision, should contact the Director of Operations & Finance in writing within 28 days of receiving written notification of the College's decision. If the Director of Operations & Finance is unavailable (for example is away on annual leave) then the appeal should be addressed to one of the Acting Vice-Principals instead (for contact details, see p.2).

Following adjudication by the Director of Operations & Finance/Acting Vice-Principal, the student will receive a written response within 28 days. If, the student remains unhappy with the College's decision, then they may appeal in writing to the Chair of the Finance & General Purposes Committee within a further 28 days: contact details are available from the Executive PA to the President.

The decision of the Chair of the Finance & General Purposes Committee will be provided in writing within 28 days and will be final; however, students may take their appeal to the University and/or to the Office of the Independent Adjudicator should they wish to do so, in line with the College's overarching Complaints & Grievance Procedures: these can be found on the VLE and on the College website.