

# Tuition Fee Refund and Compensation Policy



BATH SPA  
UNIVERSITY

## **1. Purpose**

1.1 The aim of the policy is to set out:

1.1.1 the University's policies and procedures setting out the circumstances in which Students and Offer Holders may be entitled to a refund of tuition fees, and other types of financial compensation; and the process that the University will follow in considering any such requests.

1.1.2 the eligibility requirements for refunds, the types of refunds given and the applicable circumstances, the refund timeframe, and the return process.

1.1.3 how the University will make decisions regarding refunds and awards of financial compensation in circumstances where:

- i. a student's tuition fee liability changes; or
- ii. the University is unable to preserve continuity of study; or
- iii. a complaint has been upheld in accordance with either the Student Complaints Procedure, or the Applicant Appeals and Complaints Procedure.

1.2 This policy should be read in conjunction with the University's Student Protection Plan where applicable, as well as with the Student Complaints Procedure, and the Applicant Appeals and Complaints Procedure referenced in paragraph 1.1.3(iii) above.

## **2. Scope**

2.1 This policy applies to Students and Offer Holders as defined in section 3, below.

2.2 The policy sets out the circumstances in which Students and Offer Holders may be entitled to a refund of their tuition fees, or another type of financial compensation. It will apply in circumstances where:

2.2.1 a student's tuition fee liability has changed; or

2.2.2 the University is unable to preserve continuity of study; or

2.2.3 a complaint has been upheld in accordance with either the Student Complaints Procedure, or the Applicant Appeals and Complaints Procedure.

- 2.3 In developing this Policy, the University has had regard to consumer law and sector guidance, including from the [Competition and Markets Authority](#), and [the Office of the Independent Adjudicator](#). Students and Applicants can access further information in relation to consumer law and student complaints from those organisations using the links above.
- 2.4 In the event that operation of this policy conflicts with other legal or regulatory obligations, the University will contact the affected Students or Applicants and advise them appropriately.

### 3. Definitions

- 3.1 **Refund** - A refund relates to the repayment of sums paid by, or on behalf of a Student to the University, or an appropriate reduction in the amount of sums owed by the Student to the University. A refund will always be made to the person, or organisation that made the payment including where tuition fees are funded by a Tuition Fee Loan from the Student Loans Company (SLC) a refund would be made to the SLC.
- 3.2 **Compensation** - Compensation means recognition of a recognisable loss suffered by the Student. Compensation could take the form of a financial payment, a discount, or some other benefit.
- 3.3 **Student** - For the purposes of this Policy, the term “Student” is defined as:
- 3.3.1 all individuals currently registered and enrolled with the University either full-time or part-time on any credit bearing programme of study, including both taught and research Students, those on a placement year, and those studying through our franchised educational partnerships. Normally Students being taught under a validated educational partnership arrangement are covered by the terms and conditions (including any refund policy) of the validated provider they are registered with. The University will advise you if you are studying with a partner under a validation arrangement.
  - 3.3.2 all individuals who fulfil the above criteria but are currently on an official leave of absence granted by the University.
  - 3.3.3 all individuals who have received an award from the University within the previous 12 months.
- 3.4 **Offer Holder** - For the purposes of this Policy, the term “Offer Holder” is defined as individuals who have formally applied to the University for a place on a course of study, either via UCAS or directly, and who have been made an offer by the University. An “Offer Holder” remains at that status until they

have fully completed registration and enrolment, after which time they become a Student.

## 4. Policy

### 4.1 Tuition Fee and Deposit Refunds – Fee Liability

4.1.1 A **Student** may be eligible for a refund where there are changes to their fee liability – for example, if they have overpaid their tuition fees or if their tuition fees have been reduced. For example (please note that this is not an exhaustive list):

- i. Where the Student withdraws from a programme;
- ii. Where the Student suspends their studies;
- iii. Where the Student changes their mode of study (full/part time);
- iv. Where a Student or Applicant's visa is refused (for International Students);
- v. Where the Student is eligible for a tuition fee discount and/or scholarship and/or tuition fee waiver;
- vi. Where the Student has changed from self-funded to being funded by Student Finance England (or an equivalent funding body) (SFE) or a sponsor (e.g. an employer).

4.1.2 **Students** are entitled to a full refund of tuition fees if they have paid their tuition fees and they then withdraw on or before the last day of the first teaching week in their first year of study.

4.1.3 **Offer Holders** may be eligible for refunds in the following circumstances (please note that this is not an exhaustive list):

- i. Where an Offer Holder chooses not to register and cancels their contract in accordance with Section 12 of the Student Terms and Conditions. In accordance with Section 12 of the Student Terms and Conditions ('Your Statutory Right to Cancel'), Offer Holders are entitled to a full refund of deposits if one has been paid and if they withdraw during the 'Cooling Off Period' (within 14 days from the day the Offer is accepted).
- ii. If they withdraw at any point before enrolment, provided they apply for a refund within one month after the deadline for enrolment, after which their eligibility for a refund will be considered as for a current Student.

- 4.1.4 If **Offer Holders** have already enrolled and their programme begins within the Cooling-Off Period; their eligibility for a refund will be considered as for a **Student** under the applicable paragraphs of this Policy.
- 4.1.5 Where a change to fee liability arises as a result of a **Student** or **Offer Holder** being found in breach of the Student Terms and Conditions of Study (including breaches of policies, regulations and codes of conduct), tuition fee refunds will not normally be given unless agreed by University Secretary and Registrar or their nominee.
- 4.1.6 If a **Student** withdraws, suspends their studies or changes their mode of study after the last day of the first teaching week in the first year of study, tuition fee refunds will be given on a pro-rata termly basis. Changes to Student status (withdrawal, suspension or mode) will be determined by the date of last engagement, and refund requests must be submitted by Students within one month of the date of last engagement.
- 4.1.7 Other than as set out in paragraph 4.1.2 above, a maximum refund of 75% of a **Student's** annual tuition fee will be payable where changes in fee liability occur. This is to cover the University's reasonable costs associated with the Student's attendance and processing the change.
- 4.1.8 No tuition fee refunds can be approved where the absence or withdrawal date is in the last term of the **Student's** year of study.
- 4.1.9 **Students** must not overpay tuition fees. No refund will be made whereby it is the judgement of the University that overpayment may constitute money laundering.
- 4.1.10 Changes to **Offer Holder** status (cancellation or non-completion of enrolment) will be determined by the date the University is notified of the cancellation, and the deadline for enrolment. Refund requests must be submitted by **Offer Holders** within one month of the date of notification or enrolment deadline. Further details relating to the procedure are set out at section 5 below.
- 4.1.11 **Offer Holders** who make a request to defer their place are not entitled to a refund of their deposit.
- 4.1.12 Notwithstanding the paragraphs above, **international Students** and **Offer Holders** will have a minimum of £1000 retained from deposits and/or tuition fees in all instances to reflect the

administrative costs associated with processing international Student applications.

#### 4.2 Tuition Fee Refunds and Compensation - Failure to Preserve Continuity of Study

4.2.1 In accordance with the principles outlined in the Student Protection Plan, the University is committed to supporting Students to continue and complete their studies with the University. However, the University will refund or compensate **Students**, as appropriate and in accordance with the below criteria, if it is unable to preserve that Continuity of Study.

4.2.2 A **Student or Offer Holder** may be eligible for a tuition fee refund and/or compensation for Failure to Preserve Continuity of Study in the following circumstances:

- i. Where the University has suspended or closed the programme of study on which an offer of a place has been accepted by an **Offer Holder** before registration. Financial compensation would be exceptional as **Offer Holders** would be made aware of conditions at the time of offer and/or offered an alternative programme.
- ii. Where continuation of study for a current **Student** cannot be preserved before that Student has completed their programme.

4.2.3 In the event that the University is unable to preserve Continuity of Study as outlined in 4.2.2 refunds will be given as follows:

- i. Any prepayment of tuition fees or payment of deposits made to the University will be refunded in full.
- ii. Tuition fee refunds will be given on a pro-rata basis based on the earlier of the date at which delivery of the service ends; or the date of the Student's last engagement.

4.2.4 If the University is unable to preserve Continuity of Study, further compensation would normally only be considered as part of a formal **Student** complaint under the Student Complaints procedure. However, the University may initiate (where appropriate) the offer of a refund or alternative compensation to **Students**, if Continuity of Study cannot be preserved.

4.2.5 The University reserves the right to establish a bespoke scheme to consider refunds and compensation for particular groups of **Students** depending on the circumstances. Bespoke schemes will

be specific to that purpose and for the avoidance of doubt will not set a precedent for other cases.

- 4.2.6 The factors that the University may consider when assessing requests for, or initiating an offer for an award for compensation for Failure to Preserve Continuity of Study from a **Student** could include (but will not be limited to):
- i. Additional and associated reasonable travel costs for **Students** affected by a change in the location of their course.
  - ii. Commitments to honour **Student** bursaries and scholarships where **Student(s)** would have been eligible during the remaining parts of the programme but no longer have access to equivalent support at the institution to which they transfer.
  - iii. Additional accommodation costs and other directly foreseeable financial losses where it is not possible to Preserve Continuation of Study and this causes material delays in the **Student's** expected programme completion date.
  - iv. Additional tuition and accommodation costs where **Students** must transfer courses or provider and those costs are unavoidably higher.
  - v. Whether the **Student** has been materially adversely affected in relation to the final degree award, accreditation award or ability to take up a job offer.
  - vi. Whether the **Student** has met their own responsibility to minimise losses. In order to receive compensation **Students** must evidence that they have mitigated costs and the University will only consider additional costs arising from the cheapest reasonably comparable alternative.
  - vii. Whether the **Student** took up any reasonable adjustments that were implemented for **Students** to mitigate against the loss and if so consideration of whether a Student was materially disadvantaged despite the offered alternative arrangements.
  - viii. Other areas may be considered as applicable to the specific circumstances.
  - ix. In all cases additional costs or losses must be reasonable, evidenced and necessary.

## Complaints

4.2.7 If a **Student** or **Offer Holder** makes a complaint in accordance with the applicable Procedure, and they request compensation as part of the resolution of their complaint, the University will consider whether compensation is payable in the circumstances of the complaint.

The University will act responsibly and take account of best practice guidelines published by the Office of the Independent Adjudicator.

4.2.8 **Students** and **Offer Holders** who submit complaints through the Student Complaints procedure or Applicant Appeals and Complaints procedure are asked to indicate what outcomes they are seeking within the complaints form. This can include whether they wish to apply for a refund and/or compensation (including financial compensation) or a practical outcome. **Students** and **Offer Holders** are expected to submit a formal complaint in order for their request to be considered.

4.2.9 Compensation may take the form of a refund; however, an award of financial compensation will not always be an appropriate response to **Student** and **Offer Holder** complaints, and most issues will not be resolved in this way. Non-financial remedies will usually provide a more appropriate resolution to complaints.

4.2.10 Further information on the Student Complaints Procedure is available here: <https://www.bathspa.ac.uk/about-us/governance/policies/complaints-policy/> and the Complaints and Appeals Procedure for Applicants is here: <https://www.bathspa.ac.uk/media/bathspaacuk/about-us/policies/academic-and-Student/Complaints-and-Appeals-Procedure-for-Applicants-Jan-2023.pdf>

## 5. Procedure

### 5.1 Requesting a Refund

5.1.1 To request a fee refund, **Students** should access MyServices and provide the required information. **Offer Holders** should email [fees.unregistered@bathspa.ac.uk](mailto:fees.unregistered@bathspa.ac.uk) to request their refund

5.1.2 **Students** and **Offer Holders** must also have completed the University's identity verification checks, to the satisfaction of the University, before the University will proceed to consider the request.

- 5.1.3 **Students** do not need to complete the request form where a refund has been initiated by the University; or a refund is the recommended outcome for Student or Applicant Complaint further to the Student Complaints Procedure, or the Applicant Appeals and Complaints Procedure.
- 5.1.4 All refunds for international Students are **subject to approval** by the **University Secretary and Registrar or their nominee**. International Students who have commenced study or arrived in the UK on the sponsored Student route visa must provide evidence of having returned to their home country before refunds will be issued.
- 5.1.5 **Students** and **Offer Holders** need to ensure they submit all documentation and evidence supporting their refund application. Evidence may include: visa refusal letters, medical certificates, boarding cards, passport records etc. Failure to do so is likely to delay any refund payment.
- 5.1.6 **Offer Holders** should submit their refund request to [fees.unregistered@bathspa.ac.uk](mailto:fees.unregistered@bathspa.ac.uk), where they will be advised of the evidence required.
- 5.1.7 All refunds will be made to the original source (i.e. the country and the account from which the money was sent) wherever possible. This ensures compliance with national guidelines and money laundering regulations.
- 5.1.8 Any refund application requesting payment to third party bank accounts will be declined.
- 5.1.9 If the source bank account has subsequently been closed, a copy of the final bank statement indicating 'account closed' or a letter from the bank confirming the closure of account will be required. Once paperwork is received by the University, there may be a delay of up to a further 28 calendar days while paperwork is verified.
- 5.1.10 Refunds will normally be processed within 10 working days (which means Mondays through Fridays but shall not include Saturdays, Sundays or public holidays as prescribed in England), provided that all the information and supporting evidence is disclosed by the **Student** is complete, correct, accurate and meets all of the conditions of this Policy. Please allow up to 28 calendar days for the monies to reach your account.
- 5.1.11 The length of time taken for the refund to clear the beneficiary bank account may vary. This will depend on the banking institution and/or

payment destination country. **Students** should allow reasonable time for the payment to clear their bank account before contacting the University.

- 5.1.12 Under normal business conditions, the University makes payment of refunds once a week. Where a refund is part of a bespoke scheme (see 4.2.5) this timescale does not apply.
- 5.1.13 Where an **Offer Holder** is refused a visa as a result of submitting fraudulent documentation; no refunds of tuition fees and deposits will be approved.
- 5.1.14 Where any documentation is submitted for the purposes of seeking a refund that is found to be fraudulent, no refunds of tuition fees and deposits will be approved.

## 5.2 Payment of Refunds

- 5.2.1 If an Undergraduate **Student** is in receipt of a Tuition Fee Loan from the Student Loans Company (SLC), any refunds due for **Students** in receipt of a Tuition Fee Loan either due to a change in fee liability, or a Failure to Preserve Continuity of Study will be paid directly by the University to the SLC.
- 5.2.2 A **Student** in receipt of a Postgraduate Tuition Fee Loan or Doctoral Loan from the SLC may receive a tuition fee refund directly. This is because the loan is paid directly to the **Student**.
- 5.2.3 Any self-funding **Students** who are eligible for a refund (after any outstanding liability has been deducted) may receive a tuition fee refund directly.
- 5.2.4 Where a sponsor (not a public funding body (e.g Student Finance England) pays the fee, or part of it, on behalf of a **Student**, the University charges the sponsor the tuition fee for the year based on the programme liability dates. If the sponsor has paid a fee and there is a change in the fee liability, they may be entitled to a refund. In this instance, the **Student** will not receive the refund directly unless the **Student** was partially self-funding their tuition fees.

## 5.3 Debt

- 5.3.1 All **Students** who make a refund application to the University will be debt checked.

- 5.3.2 If a **Student** has an outstanding tuition fee debt on any of their accounts held by the University, the tuition fee refund amount may be applied to any outstanding tuition fee debt to the University.
- 5.3.3 Any refund due to the **Student** in excess of the outstanding debt will be refunded to the **Student** in the usual way.

#### 5.4 **Payment of Financial Compensation**

- 5.4.1 Decisions about financial compensation will be communicated to **Students** as part of complaint outcome processes and/or by direct communication to **Students** where this is paid because of Failure to Preserve Continuity of Study.
- 5.4.2 Financial compensation (as distinct from any refund payable) is paid directly to the **Student** by bank transfer only after the University's identity verification checks have been completed to the satisfaction of the University.

## Document Details

**Responsible Office:** Finance

**Responsible Officer:** Chief Financial Officer

**Approving Authority:** Vice-Chancellor after consideration by  
University Leadership Group

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for Applicants

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