



Kingston University

Refund and Compensation Policy

(Addendum to Student Protection Plan)

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1.0 Introduction and Purpose

- 1.1 The University is committed to providing the highest quality education and experience for our students' in line with our vision to ensure sought-after students and our mission to enhance students' life chances. The University seeks to meet and exceed its commitments to students and to minimise or mitigate the impact of any changes that may become necessary after a student accepts their 'Firm' offer of study and/or commences their studies.
- 1.2 As a registered provider with the Office for Students (OfS), the University has a published [Student Protection Plan](#) to ensure students' interests are protected should a risk to the continuation of studies materialise. In the rare event that the University is unable to provide for continuation of studies it will:
- i) Facilitate opportunities for impacted students to continue studying at another provider; and/or
 - ii) Provide impacted students with proportionate and reasonable refunds, reimbursement and compensation that place them in the equivalent financial position that they would have experienced if the course had not closed, or the study location had not closed for that course.

This policy outlines further information regarding the approach that the University would take in providing refunds and compensation in the event it could no longer preserve continuation of study.

- 1.3 If it was decided to close a course then, in most instances, the University will "teach-out" existing students to ensure that they are able to complete their programmes. If this is not possible then we will offer the students concerned, where practical, opportunities that will include:
- i) Transferring to other courses offered by the University.
 - ii) Studying a modified version of the same course
 - iii) Studying via distance learning to complete their course if appropriate.

Each instance will be treated on a case-by-case basis and the University will work proactively to identify and secure other feasible solutions that work best for impacted students. The University therefore considers refunds and compensation to be a remedy of last resort and in many circumstances a non-financial remedy may be the most appropriate outcome.

- 1.4 The University recognises the importance of timely and clear communications with applicants or students if any changes to their programme of study become necessary, especially in any instance of non-

continuation of studies. Advice and support will be offered to any affected applicants or students to help them to understand their options.

1.5 This policy has given due regard to the relevant legislative, regulatory and higher education sector frameworks below as well as compliance with existing University [regulations and policies](#).

- Higher Education and Research Act 2017
- Consumer Rights Act 2015
- Consumer Contracts Regulations 2013
- Money Laundering Regulations 2007
- Office for Students 'C' Conditions of Registration - Protecting the interests of all students.
- Universities UK [Good Practice](#) on Compensation and Refund Policies, April 2018

2.0 Definitions

For the purpose of this policy, the following definitions apply.

2.1 A refund means either a partial or full repayment or reduction in sums paid or owed to the University. This may include tuition fees, other University fees/costs or accommodation costs.

2.2 Compensation means a discount, financial payment or other benefit that is awarded to a student for recognisable loss which is proportionate and reasonable to the particular circumstance. This normally falls into two categories, either:

- (a) recompensing the student for wasted out-of-pocket expenses they have incurred which were paid to someone other than the university, or
- (b) the amount needed to put the student in an equivalent financial position had the circumstances in question not occurred.

Compensation will usually only be paid as a remedy of last resort when other remedies are unavailable, inappropriate or do not sufficiently compensate the student.

3.0 Scope

3.1 This policy only applies when circumstances have arisen that mean the University is no longer able to preserve continuation of study. It would normally be invoked as part of the Student Protection Plan.

- 3.2 Separate [processes and guidance](#) relating to tuition fee refunds exist in circumstances of student interruption of studies, withdrawal from study and overpayments.
- 3.3 This policy does not cover complaints about delivery of a programme of study or other University services in which a refund and/or compensation is the desired outcome. These situations are covered by the University [Student Complaints Procedure](#) (General Regulation 2).
- 3.4 Unless the justification is directly attributable to the University's inability to preserve continuation of study, this policy does not cover requests for refunds or compensation requests in relation to University managed halls of residence/accommodation, which are managed in accordance with the [halls licence](#) and for which requests should be directed to the accommodation team.
- 3.5 This policy applies to all applicants who have accepted a 'Firm' offer of a place with the University, as well as to registered students subject to 3.6 below. It does not apply to students who have completed their course or those who have withdrawn.
- 3.6 This policy applies to all students currently enrolled on a programme of study leading to an award from Kingston University, whether studying directly with the University or under a franchise or partnership arrangement in the UK or overseas.

4.0 Refund and Compensation Approach

- 4.1 Where there has been a material change to the commitments made to applicants or students as a result of risks outlined in the University's Student Protection Plan occurring, the University will consider an appropriate offer to those affected which may include non-financial and/or financial redress. The latter may include a full or partial refund and/or any offer of compensation, taking into account the factors listed below.
- 4.2 In considering any offer of refunds and/or compensation, the University will consider the fullest circumstances of the situation including the following factors:
- Has there been a failure to deliver against material information agreed at the point of acceptance of the offer?
 - Have specific undertakings been given by the University for the way in which the programme of study is delivered?
 - Has there been or will there be a demonstrable loss to the student's learning experience and in particular their ability to achieve the learning outcomes for their programme of study?

- Do any alternative arrangements or adjustments offered to students mitigate partially or fully any student loss or negative impact?
 - What is the scale and duration of any disruption or adverse impact?
 - Is there any adverse delay or impact in the student receiving their degree award, accreditation award or ability to take up a job offer?
 - Has the student taken reasonable steps to minimise their own losses or take up alternatives offered, given the information available to them at the time?
- 4.3 The University will not consider offers of refunds and/or compensation where the mode of delivery of education is changed (for example, from in person to online) where the action taken is in response to events outside the University's control.
- 4.4 If financial redress may be warranted, any additional loss incurred will be considered in relation to the direct impacts of the material changes upon:
- Tuition fee costs
 - Maintenance/essential living costs
 - Lost time
 - Commitments to any student financial support e.g. bursaries
 - Reasonable student accommodation costs
 - Travel costs and in particular any additional travel costs
 - Other actual loss or University related costs

Financial redress will be considered holistically, taking into account the direct impacts that apply, and to reach an aggregated sum.

- 4.5 The University reserves the right to require evidence of any additional losses incurred and expects applicants/students to take all reasonable steps to minimise their own losses.

5.0 Refund and Compensation Process

- 5.1 Following appropriate consideration of the particular circumstances, the University will confirm in writing (via a student's registered University email address) any offer of refunds and/or compensation to those affected.

- 5.2 Any offer of refunds and/or compensation will always be made in sterling (GBP) with no liability for any variance in funds received due to foreign exchange rate fluctuations.
- 5.3 Any offer of refunds and/or compensation shall be considered a 'full and final' settlement of all claims arising from the issue and acceptance of the offer shall be made via a written Completion of Procedures form. Where reasonably possible, payments will be made within 14 days of the acceptance and return of the Completion of Procedures form.
- 5.4 If a student or students are not satisfied with any offer of refunds and/or compensation (along with any other non-financial redress) made by the University, they should follow our [Student Complaints Procedure](#).
- 5.5 The University seeks to minimise the opportunities for money laundering in accordance with the Money Laundering Regulations 2007. All refunds will be made to the original payer (person or organisation), using the same payment method and account or card details. Where the University is unable to refund to the original payment source, further evidence and verification may be requested. Refunds or compensation is not transferable to third parties.
- 5.6 Where tuition fees have been paid by the Student Loans Company on behalf of a registered student, any tuition fee refund will be processed as an amendment via the Student Loans Company in accordance with their regulations. Payment will not be made directly to the student in these instances.
- 5.7 Where a student has outstanding monies owed to the University for any reason, any refund or compensation awards will be offset against this in the first instance.

6.0 Review

- 6.1 This policy will be reviewed at least bi-annually from the issue date. The University reserves the right to amend this policy during the academic year should this be required.