



# Refund and Compensation Policy

**2021-2022**

This document is available in hard copy and on the University intranet and internet sites. Please visit a Student HUB or the Union of Kingston Students Advice Centre if you have any difficulty in obtaining a copy that you can read, or find any aspect of these regulations difficult to understand.

## Refund and Compensation Policy

1. This policy complements the University's [Student Protection Plan](#). It explains the circumstances in which the University will consider the refund of tuition fees and other relevant costs to students and provide compensation in the unlikely event that the University is no longer able to preserve continuation of study. The Student Protection Plan is designed to preserve the continuation and quality of study for all current and potential students and to give assurance that appropriate measures are in place to enable this. The University is committed to preserving continuation of study with minimum disruption to students and will make every endeavour to do so. However, it recognises that on the rare occasions it is unable to do so, an appropriate refund and compensation package should be considered for affected students (non-continuation and transfers) and applicants.
2. This policy is in addition to the University's existing tuition and accommodation fees refunds policies summarised later, applicable when students withdraw, defer or are suspended (see below Refunds: Tuition and Accommodation Fees).

### Non-continuation and transfers: Refunds and Compensation

3. **Refund'** means the repayment of all or part of sums paid to the University or an appropriate reduction in the amount of sums owed in the future.
4. **'Compensation'** means some other recognisable loss suffered by the student which could include:
  - Recompense for out of pocket expenses (e.g. maintenance, travel and additional tuition costs);
  - A commitment to honour student bursaries
  - An amount to recompense for material disadvantage to the student arising from a failure by the University to discharge its duties appropriately.

### What will the University do?

#### Current students

5. **Transfers:** If, after following the Student Protection Plan, the University decides the most appropriate action is to transfer students to an alternative course at the University, it will:
  - Provide help and guidance to those students to support the transfer;
  - Consider if a refund or compensation package is appropriate in the circumstances taking into account the factors at paragraph 8 below.
  - Commit to honouring any bursaries that students were in receipt of at the time of the transfer where possible.
6. **Non-continuation:** Where the University is unable to deliver suitable alternative provision, after following the Student Protection Plan it will:
  - Ensure all students on the programme receive the appropriate University award or credit to recognise the studies they have completed;

- Provide advice and support to help students decide whether to transfer their studies to another provider
- Put in place an appropriate refund and/or compensation package for the programme termination for students or applicants in consultation with the individuals concerned, taking into account the factors in paragraph 8 below;
- Commit to honouring any bursaries that students were in receipt of at the time of the transfer where possible and, where students are continuing their studies at another institution.

### **Applicants**

7. If the University cannot deliver a programme of study on which applicants have been offered and accepted a place (a firm acceptance not an insured one), the University will:
  - Provide advice and support to help students decide whether to transfer to a different programme at the University or to another provider; and
  - Consider if a compensation package is appropriate.

### **What factors will be taken into account?**

8. The University will only consider making a financial payment if all other remedies have been considered and are inappropriate or insufficient. Each case will be considered on its own merits, taking into account all the circumstances including the following key points:
  - Has there been a failure to deliver against material information agreed at the point of acceptance of the offer?
  - Has there been a prolonged period of disruption?
  - Has there been a demonstrable loss to the student's learning experience which impacted their ability to achieve the programme learning outcomes, for example due to unexpected/unplanned additional travel, maintenance costs etc.?
  - What steps has the student taken to mitigate the loss?
  - Did the University follow its own procedures?
  - Has there been a delay in the student's award which has impacted their ability to take up a job offer?
  - Was the offer of alternative arrangements accepted by the student? If not what prevented them from doing so?
9. Due regard will be given to ensure compliance with the University's obligations under the Equality Act 2010; the Consumer Rights Act 2015 and the Higher Education and Research Act 2017.
10. Students who are dissatisfied with the outcome can submit a complaint via the [Student Complaints Procedure](#). Students who have completed their programme of study will not be eligible for a refund or compensation under this policy.

## Refunds: Tuition and Accommodation Fees

11. Full information on withdrawals, deferrals, suspensions and refunds can be found here [Withdrawals Undergraduate](#) and [Withdrawals Postgraduate](#).

## Withdrawals

12. A refund can only be calculated once a student's status has been updated as appropriate on the University database, which can only occur following the completion of the necessary withdrawal process. The withdrawal process is detailed in the University [General Regulations](#). Fees shall be refunded to the person or organisation paying the fees and not to any third party. The refund form must be used to apply for a refund.
13. If a withdrawal is requested prior to the relevant cohort cut-off date as detailed in Kingston University's [Money Matters guide](#) a credit note will be raised to adjust the student's fee invoice as appropriate. Following this, the student will be able to request a refund for any monies paid in excess of the final fee amount due. Appendices 1 & 2 of the Money Matters booklets contain the dates and percentage liability amounts for each cohort start date.
14. The date of withdrawal will be the date at which a completed withdrawal form is authorised and acknowledged by the appropriate Faculty administrator. It is the student's responsibility to formally notify the University of their withdrawal at the point at which they leave the course and ensure that receipt of the request has been acknowledged.

## Interruption of Studies - Break

15. Students who temporarily withdraw (go on a break) from the University are, by definition, expected to return.
16. The same process applies to breaks as per the withdrawal process detailed above. If a student requests a break in study before the appropriate cut-off date relevant to the cohort, a credit note will be raised to reduce the tuition fees invoice as appropriate. A refund may be requested for any monies paid in excess of the final balance due for the year.
17. Upon resumption, a student will be invoiced the fee rate relevant to the year of resumption less any fees paid towards that particular period of study prior to the break.

## Tuition Deposit

18. Should you be required to pay a £3,000 non-refundable deposit, it will be treated as the first instalment towards tuition fees. This deposit is not normally refundable but can be held if you need to defer your place.

19. Refunds may be considered at the University's sole discretion if a student does not secure a student visa for reasons the University considers were beyond the student's control and sufficient documentary evidence can be provided in this regard.
20. Appeals for tuition deposit refunds must be made by email within three months of the latest start date specified on your CAS and include documentary evidence to support your case.
21. Tuition deposit refund requests must be submitted by email sent to [CAS@kingston.ac.uk](mailto:CAS@kingston.ac.uk) in the first instance.

### **Mitigating Circumstances**

22. Where a refund has been requested by a student that has been granted exceptional mitigating circumstances that have resulted in their need to withdraw, each case will be viewed on merit.
23. Financial or academic difficulties are not reasons which would normally be viewed as acceptable reasons to grant a refund.
24. For guidelines on acceptable and non-acceptable mitigation refer to annex 1 of Academic Regulation 5 – [Mitigating Circumstances and Student Assessment](#).

### **Sponsorship & Funding**

25. Should sponsorship (internal or external to the University) or funding via a government body such as Student Finance England (SFE), Student Funding Wales (SFW) or Student Funding Northern Ireland (SFNI) not be in place at the point of invoicing the tuition fees for a course, the student will be invoiced directly.
26. Where sponsorship or funding is approved subsequent to invoicing a credit note will be raised to the student and the course fees will be re-invoiced to the sponsor or funder in question.
27. The refund request of any monies paid towards an invoice raised above will need to be requested in accordance with section 4.
28. Students maintain ultimate liability for their fees as stated in the introductory section of [General Regulations](#), and as such, no refund will be processed for students sponsored by an external organisation until cleared funds have been received from said body for the full value they have agreed to sponsor.

## Accommodation Fees

### Headed-Tenancy Deposits:

29. All deposits for Kingston University Headed Tenancy will be refunded to the original payee by the same method as the payment was made (less any deductions in line with the Tenancy Agreement) at the end of the licence agreement.

### Halls Booking Fees:

30. Should you be required to pay an accommodation booking fee, this will be transferred to the final instalment of the annual accommodation invoice, reducing the final balance to be paid (less any deductions in line with the Halls Licence).
31. In circumstances where the full fee has been paid up-front, any refund of the booking fee would be made to the original payee and be required to follow the process below.

### Requesting a refund after withdrawing, deferring or suspending

32. Refund requests should be submitted to Finance either via the StudentHUB (students) or email (non-students). The request will be reviewed by Finance who will then send you a refund request form to complete and return for authorisation, should a refund be due.
33. The University seeks to minimise the opportunities for money laundering in accordance with the Money Laundering Regulations, 2007. Where refunds are required, they will be made to the original payer and always follow the method by which the money was received. Evidence of payment and copy bank/card statements may be requested to verify details.