

## Refunds and Compensation Policy

### September 2022

(including refunds and compensation under the  
Northern School of Contemporary Dance Student Protection Plan)

<b>Policy owner:</b>	Northern School of Contemporary Dance – Leadership Team
<b>Lead contact:</b>	Head of Academic Registry & Quality Assurance
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<b>Further information:</b>	

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## 1. Introduction

- 1.1 This Refunds and Compensation Policy (**'the Policy'**) is in place to explain how we (NSCD) will meet our obligations regarding refunds and compensation for registered students, including when matters arise which trigger the Student Protection Plan.
- 1.2 In accordance with requirements set by the Office for Students, the Policy also forms part of our Student Protection Plan. This policy should be read in conjunction with the Student Protection Plan.
- 1.3 In addition, the policy sets out how a student may raise a matter and make a request for a refund and/or compensation, for issues that do not fall within the scope of the Student Protection Plan.
- 1.4 We consider refunds and compensation to be a remedy of last resort and are committed to using our best endeavours to ensure that students are able to continue and complete their studies. It is however important to explain how we will manage a request for a refund or compensation, for example in the unlikely event that continuity of study cannot be preserved, or where it is deemed by us to be an appropriate resolution to a complaint a student may make.
- 1.5 In the event that one of the situations / events identified in the Student Protection Plan were to occur and the Student Protection Plan be activated, or in the event that other matters arise which do not trigger the Student Protection Plan but where we deem a refund or compensation to be a necessary or suitable course of action, we will liaise as appropriate with the University of Kent as our validating university to ensure a fair outcome for students in all circumstances with regard to refunds and compensation.
- 1.6 We will endeavour to ensure that contractual obligations, as set out in the Student Terms and Conditions, will be met.

## 2. Definitions

- 2.1 Under this Policy, we use the following definitions:
  - 2.1.2 **'Refund'** – the repayment, in full or in part, of a sum of money paid by a student, or an appropriate reduction in the amount owed in the future by a student to us. This could include tuition fees or other course costs.
  - 2.1.3 **'Compensation'** – a means of redress for recognisable loss suffered by a student, that may or may not be financial (see 'Compensation', below, for further guidance). Where we deem financial compensation to be an appropriate recompense, this will normally take the form of an amount to recompense for a demonstrable material disadvantage

to a student, including material disadvantage arising from a matter which triggers the Student Protection Plan.

### **3. Scope of this Policy**

3.1 This Policy applies to the following events set out in our Student Protection Plan:

- Closure of a programme of study for strategic reasons
- Closure of a programme of study due to low student enrolment
- Significant changes to programmes of study
- Ability to award validated degrees
- Planned Closure of the School for financial or business reasons
- Unplanned Closure of the School for financial or business reasons
- Unplanned Closure of the School due to Acts of God
- Loss of Highly Trusted Status for visas
- Loss of OfS registration

3.2 Where the Student Protection Plan is activated, in determining appropriate refund and compensation, we will consider all students affected by the material failure, without a student needing to apply for this, as part of the Student Protection Plan processes. (See also 'How to Make a Claim').

3.3 This Policy also sets out our policy on refunds and compensation for matters that fall outside the scope of the Student Protection Plan.

### **4. Allied Policies and Contractual Documents**

4.1 The following policies are allied to this policy:

- Student Complaints Procedure

4.2 The following contractual documents are allied to this policy:

- Student Terms and Conditions
- Fees Policies
- Course Summary Documents
- Offer Letters

## 5. General Principles of this Policy

### 5.1 With regard to refunds and compensation we will:

- take proactive steps wherever possible to manage matters that impact students as a result of triggering the Student Protection Plan, rather than wait for students to make a complaint;
- take into consideration any alternative arrangements or adjustments that have already been implemented for a student to mitigate against loss, and consider whether the student has taken up what was reasonably offered. If so, we will consider if the student was then still disadvantaged in spite of such alternative arrangements;
- with regard to compensation, adopt the compensation principles used by the Office of the Independent Adjudicator for Higher Education (OIA)<sup>1</sup>, and seek to compensate students on a case-by-case basis (see 'Principles and Compensation' for further information). In doing so we will have due regard for our obligations under the Equality Act 2010;
- consider whether, in providing information about any changes so that students can make informed decisions, communication with them has been clear, consistent and accessible;
- may require students to provide documentary evidence to support a claim for a refund and/or compensation (see also 'How to make a claim' for further information);
- not be liable for events outside of our control, as set out in the Section 'Events outside our control' in the Student Terms and Conditions.

### 5.2 Where the Student Protection Plan is triggered entitling students to a refund, they may also be entitled to additional compensation, which will be determined on the facts of each case and on a case-by-case basis.

### 5.3 Where a student has made an informed voluntary decision to suspend, withdraw, or transfer studies, they may still be entitled to a fee refund but may not be entitled to compensation, as there has been no failure on our part to meet our obligations under the Terms and Conditions or Material Information.

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<sup>1</sup><https://www.oiahe.org.uk/about-us/reviewing-complaints/what-happens-when-a-student-complains-to-us/putting-things-right/>

## **POLICY ON REFUNDS**

### **6. Discontinuation of a programme and refunds on fees**

- 6.1 The Student Terms and Conditions include provisions relating to refunds on fees where we have made a decision to discontinue a programme of study. This covers both refunds on fees for students who are in receipt of a loan from the Student Loans Company, refunds for students who pay their own tuition fees, and refunds for students whose tuition fees are paid by a sponsor. Published Fees policies also contain relevant information on fee refunds.

### **7. Refunds issued under the Student Protection Plan**

- 7.1 In the event of a refund issued under the Student Protection Plan, money is returned to the account from which it was paid to us. This means that a student may not receive refunds directly: for example, where tuition fees have been paid by the Student Loans Company, a refund of those tuition fees would normally be paid by us directly to the Student Loans Company.

### **8. Refunds issued under other circumstances**

- 8.1 This policy also covers refunds that are not issued under the Student Protection Plan but as a result of other circumstances (e.g. as a full or partial settlement of a complaint under the Student Complaints Procedure, or in the event of a student being eligible for a refund after making an informed voluntary decision to suspend, withdraw or transfer studies). In such circumstances, money will normally be returned to the account from which it was paid to us. This means that the student may not receive refunds directly: for example, where tuition fees have been paid by the Student Loans Company, a refund of those tuition fees would normally be paid by the School directly to the Student Loans Company.

### **9. Important information regarding refunds**

- 9.1 All refunds will be calculated in £ Sterling but may be refunded in the currency of the original payment.
- 9.2 We will not refund any shortfalls that are due to exchange rate fluctuations, nor will we offer compensation for any bank charges or other charges incurred.
- 9.3 No refunds will be made in cash and no interest will be paid on returned deposits or overpayments.

- 9.4 Special conditions apply to the refund of payments made via Professional Career Development Loans, US Direct Loans and Canadian Educational Loans due to the operating regulations of these funding schemes. It is a condition of our participation in these funding schemes that refunds are only processed in accordance with the relevant regulations.

## **10. Timescales for refunds under the Student Protection Plan**

- 10.1 In accordance with CMA<sup>2</sup> requirements partial or full refunds will be provided within 14 days from the date that we decide or agree that a refund is due. The date of determination/agreement will be recorded as the date on the written notification of the decision that is sent to the student.
- 10.2 If it is impossible to repeat the service or if that has not been done within a reasonable time and without significant inconvenience to a student, under the Consumer Rights Act 2015 students have the right to a price reduction which may in some circumstances be the full amount of the price. The date of determination/agreement will be recorded as the date on the written notification of the decision that is sent to the student.

## **11. Refunds in the event of cancellation of the contract by a student (statutory rights)**

- 11.1 Under the Student Terms and Conditions, students have the statutory right to cancel their registration with us without giving any reason, within the cancellation period i.e. 14 days from the date of our formal confirmation that they have been accepted onto a course. Where a student exercises this statutory right to cancel, we will refund any payments due to them within 14 days of their written notification of intent to cancel.
- 11.2 Further to the above, however, if a student requested to begin the performance of services, they shall pay us an amount which is in proportion to what has been performed until written notification is received from them communicating the student's cancellation of the contract, in comparison with the full coverage of the contract.

## **12. Timescales for refunds not issued under the Student Protection Plan**

- 12.1 In accordance with CMA requirements<sup>3</sup> where a student makes an informed voluntary decision to suspend, withdraw or transfer studies, in the event that they are entitled to a partial or full refund, the refund will be provided within 14 days of the date that we determine or agree that a refund is due. The date of determination/agreement will be

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<sup>2</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/428549/HE\\_providers\\_-\\_advice\\_on\\_consumer\\_protection\\_law.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/428549/HE_providers_-_advice_on_consumer_protection_law.pdf) (page 67)

<sup>3</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/428549/HE\\_providers\\_-\\_advice\\_on\\_consumer\\_protection\\_law.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/428549/HE_providers_-_advice_on_consumer_protection_law.pdf) (page 67)



recorded as the date on the written notification of the decision that we send to the student.

- 12.2 Where a refund has been determined as part or all of a remedy to a complaint brought under the Student Complaints Procedure, we shall provide the refund within 21 days of the date of the Stage 2 Complaint Outcome letter, unless an appeal is made by a student under Stage 3 of the Procedure. Where an appeal is submitted, any such refund will normally be held in abeyance until Stage 3 of the Procedure has been concluded.

## **POLICY ON COMPENSATION**

### **13. Our approach to compensation**

- 13.1 Where a student is seeking compensation, this may not necessarily mean financial compensation in all instances. There are various ways in which we might resolve problems, and where it is appropriate and reasonable to offer alternatives to financial compensation, these will be considered.
- 13.2 Our approach to compensation is to recognise where compensation is due and to determine the most appropriate compensation. In the event that, under the Student Protection Plan the School fails to comply with its obligations towards a student, as applicable to the circumstances we will be responsible for any loss or damage a student suffers that is a foreseeable result of breach of the contract or its negligence. However, we will not be responsible for any loss or damage that is not foreseeable. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control.
- 13.3 We will financially compensate a student where other remedies and alternative arrangements are inappropriate or unavailable, or where a refund of fees or other charges paid by the student to us is required under consumer law.

### **14. Compensation under the Student Protection Plan**

- 14.1 As set out in the Student Protection Plan, alternatives to financial compensation may include;
- teaching out
  - offering an alternative programme, or
  - transfer of study

## **15. Compensation for matters that do not fall under the Student Protection Plan**

- 15.1 We recognise that there may be other circumstances that do not trigger the Student Protection Plan where it may be appropriate to compensate a student, such as in the event of a complaint being upheld where the complaint handler is satisfied that compensation may be an appropriate remedy.
- 15.2 This may not necessarily mean financial compensation; for example, an apology, or other action that appropriately redresses the matter may be deemed by us to be sufficient compensation. In such circumstances, as stated above, we will financially compensate students where other remedies and alternative arrangements are inappropriate or unavailable following appropriate consideration under the principles outlined below.

## **16. Compensation: Principles and Consideration**

- 16.1 In all circumstances where we are considering a claim or case for compensation, including where the Student Protection Plan has been triggered and financial compensation is deemed by us to be an appropriate means of redress, it is our policy to adopt the compensation principles used by the Office of the Independent Adjudicator for Higher Education (OIA)<sup>4</sup>, and seek to compensate students on a case-by-case basis. In line with the OIA's principles we may take into account:

- The particular circumstances of the matter;
- The context in which the loss arises;
- The nature and reasonableness of any loss incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with a student's transfer to another programme of study or provider);
- Any reasonable steps which have or have not already been taken by a student and/or us to minimise financial loss or the impact of the issues that have either triggered the Student Protection Plan;
- Prior awards of compensation by us;
- Whether such issues are solely our preserve, or whether the student has contributed to such issues;

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<sup>4</sup> Please see <https://www.oiahe.org.uk/about-us/reviewing-complaints/what-happens-when-a-student-complains-to-us/putting-things-right/>

- Whether a student has unreasonably refused or rejected an offer of compensation (including alternatives to financial compensation) that was available or has previously been offered by us;
- Whether any delays in resolving such issues have been caused solely by us or may have been partly caused by the student.

## **17. Compensation for associated costs**

17.1 A student may raise a request for associated costs where these have not already been compensated by us either under the Student Protection Plan or in resolution of other matters. Financial compensation for associated costs might include:

- Payment of additional travel costs if a student is affected by a change in the location of their course;
- Honouring a bursary;
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study (including where study has been extended as a result of the Student Protection Plan being activated);
- Compensation for tuition and maintenance costs where a student has to transfer courses or provider.

17.2 In scenarios not covered in the bullet points above, living expenses will not normally be compensated because whether a student was studying or not, they would have to pay for general living expenses such as food and accommodation.

## **18. Compensation and off-setting debts owed by the student to the School**

18.1 In some cases, a student may owe tuition or other course-related fees, or may have some other outstanding liability to us. Where records show that tuition/course-related fees are owing by a student, then the outstanding fees will normally be deducted from any compensation that we have determined the student should receive, unless we consider that the circumstances of the case mean that an alternative outcome is more appropriate.

## **19. Complaints about refunds and compensation, and recourse to the Office of the Independent Adjudicator (OIA<sup>5</sup>)**

19.1 If a student is dissatisfied with the way in which their request for compensation had been handled or with the decision taken as to whether or not to award compensation, or the level of that award, they are entitled to submit a complaint via our Student

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<sup>5</sup> <https://www.oiahe.org.uk/students/>

Complaints Procedure. Once the internal procedures have been exhausted, we will issue a Completion of Procedures letter, in which case the student will have the right to take their complaint to the OIA within 12 months of the date of the Completion of Procedures letter.

- 19.2 Where a student has an issue of complaint but has not followed or exhausted the formal Student Complaints Procedure concerning a request for a refund and/or compensation, and we deem that a full and proper investigation into their claim has already been undertaken, it may not be appropriate for the student to lodge a formal complaint under the Student Complaints procedure. In such circumstances, the student may as appropriate be directed into a later stage of the Student Complaints procedure or issued with a Completion of Procedures letter, as we deem appropriate. Students may also request a Completion of Procedures letter, if they feel that their claim has been exhausted. A Completion of Procedures letter may be requested by emailing [quality.office@nscd.ac.uk](mailto:quality.office@nscd.ac.uk).

## **20. Compensation and legal fees**

- 20.1 In light of the opportunity for students to resolve complaints using the Student Complaints Procedure with ultimate recourse to the Office of the Independent Adjudicator Complaints Scheme, both of which are free at the point of use, we will not contribute to any legal costs associated with bringing a complaint. This is because the OIA scheme is intended as an informal and free alternative to the courts, and it is not necessary for students to have legal representation in order to bring a complaint either to the School or to the OIA.

## **ENTITLEMENT TO REFUNDS AND/OR COMPENSATION**

### **21. Successful applicants holding an offer to study at Northern School of Contemporary Dance**

- 21.1 Where an offer holder has already made arrangements to take up the place but then decides not to take up the place as a result of an event which triggers the Student Protection Plan, they may be eligible for refund or compensation under this Policy. In accordance with this Policy, proactive steps will be taken to identify where applicants may be eligible for refund and/or compensation under this Policy.

### **22. Registered students**

- 22.1 Where an event triggers the Student Protection Plan, a registered student on a programme of higher education with us may be eligible for refund or compensation under this Policy. In accordance with this Policy, proactive steps will be taken to identify where a student may be eligible for refund and/or compensation under this Policy.
- 22.2 A student may be entitled to a refund and/or compensation if:

- There is a breach of contract (the 'Terms and Conditions') on our part;
- Where the Terms and Conditions/material information has been breached as a result of a failure or inaction on our part;
- If a student is suspended from their studies, or required to withdraw from their studies as a result of a process (e.g. Support Through Studies), refunds will be considered as part of the process;
- If a student is suspended/expelled under Non-Academic Misconduct procedures they will not normally be entitled to any refund or compensation for loss incurred as a result of that suspension/expulsion. However, a student may be entitled to a refund/compensation for any unreasonable delay in relevant proceedings. When concluding such cases, we will consider whether the student is entitled to any refund/compensation.

## **HOW TO MAKE A CLAIM (Requests for refunds/compensation)**

### **23. Requests for refunds/compensation where the Student Protection Plan has been triggered**

- 23.1 Where we identify that the Student Protection Plan has been triggered, we will seek to provide redress or remedy in the first instance without necessitating a student to make a claim. Where we have taken action under the Student Protection Plan to provide refunds and/or compensation, a student can raise any issues or concerns regarding our actions in the first instance by emailing [quality.office@nscd.ac.uk](mailto:quality.office@nscd.ac.uk), which may as necessary be considered as the informal stage of the Student Complaints Procedure.
- 23.2 Notwithstanding that we will take proactive action without requiring students to lodge a formal complaint, if a student wishes to make a request for a refund or compensation under the Student Protection Plan they may do so by contacting us at [quality.office@nscd.ac.uk](mailto:quality.office@nscd.ac.uk).
- 23.3 Where a student wishes to make a request for a refund or for compensation by raising an issue of complaint that does not fall within the scope of the Student Protection Plan, the Student Complaints Procedure should be used, unless such a request has already been considered under another of our policies.
- 23.4 We may require students to provide documentary evidence to support a claim for a refund and/or compensation. Documentary evidence will normally be required where we require a student to provide demonstrable proof of loss incurred as a result of our action or inaction.

23.5 Students do not have to take separate action to request a refund or compensation under this Policy where this has already been a part of other discussions under other policies, such as part of a resolution/remedy under the Student Complaints Procedure.

## **24. Third party claims made on behalf of a student**

24.1 We will not normally accept third party claims (including those from parents or guardians) on behalf of a student, until and unless we receive written confirmation from the student, which provides the following authorisation:

- Written confirmation authorising the third party to act on the student's behalf; and
- Written confirmation that the student authorises us to process their necessary data (which will include personal data and may include personal sensitive data) for the purposes of assessing and processing a claim for a refund or compensation.

## **25. Complaints about refunds or compensation**

25.1 Where a student wishes to raise a complaint about a refund and/or compensation issue enacted by us either under this policy or another policy, they may either use the Student Complaints Procedure or they may request a Completion of Procedures letter by emailing [quality.office@nscd.ac.uk](mailto:quality.office@nscd.ac.uk).