



UNIVERSITY COLLEGE
OF ESTATE MANAGEMENT

UCEM Refund and Compensation Policy

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UCEM Code of Practice
Refund and Compensation Policy

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UCEM Refund and Compensation Policy

1. Introduction

This Policy sets out University College of Estate Management's (UCEM's) approach to refund and compensation for our students, including instances where a student voluntarily opts to leave a UCEM programme, or under circumstances where UCEM's [Student Protection Plan](#) comes into effect.

UCEM recognises that a change in your circumstances can sometimes be unavoidable and that after you have registered for a programme you may need to withdraw or change your original registration. Additionally, there may be circumstances where it is not possible for UCEM to preserve continuation of study for one or more students if we have to close or amend a programme. This policy sets out our mechanisms for refunds and compensation for students in any such event.

This policy should be read in conjunction with the following documents:

- [UCEM Terms and Conditions of Contract](#)
- [UCEM Student Protection Plan](#)
- [UCEM Academic and General Regulations for Students](#)
- [UCEM Assessment Progression and Award Regulations](#)

2. Scope

- 2.1 This Policy applies to all undergraduate and postgraduate programmes, and to all UK, EU and international students.
- 2.2 Although circumstances for each individual student will be different, the process for considering refunds and compensation will be fair and consistent for all students so that you can be confident you are being treated equally. UCEM is committed to being open and transparent in its communications with all students when considering refunds and compensation. To assist with the process, students should also refer to UCEM Terms and Conditions of Contract which set out information on UCEM's obligations to you, as well as your obligations to UCEM. New students will always be entitled to a refund under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason. Full information is provided within the [UCEM Terms and Conditions of Contract](#).
- 2.3 UCEM, in considering refunds and compensation, will seek to ensure that it meets its statutory responsibilities and duties in law, including compliance with the Consumer Rights Act 2015 (CRA) and the Higher Education and Research Act 2017 (HERA).
- 2.4 UCEM, as a Higher Education Provider (HEP), will seek to ensure it fulfils its responsibilities as part of its registration with the Office for Students (OfS), which is the regulatory body for HEPs in England.
- 2.5 It is an expectation of the OfS that UCEM, in considering refunds and compensation as part of its Student Protection Plan, will ensure consistency with the UCEM Academic and General

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Regulations for Students, as well as the UCEM Assessment, Progression and Awards Regulations, and any changes will be introduced in accordance with these regulations.

- 2.6 If you want to discuss a potential refund or issue related to this Policy you should in the first instance contact the Student Advice Team on 01189214696, or via Student Central.
- 2.7 If for any reason you are not satisfied with the way UCEM responds to your request for a refund or compensation you should in the first instance make a complaint to complaints@ucem.ac.uk, in accordance with the [UCEM Code of Practice](#) Complaints and Appeals. If, after exhausting the complaints procedure, you are still not satisfied you should refer your complaint to the Office of the Independent Adjudicator (OIA) at:
<http://www.oiahe.org.uk/>
- 2.8 You also have the right to seek non-financial remedies under the Consumer Rights Act 2015 by requesting a repeat performance or to be granted an order for specific performance. For more information you should contact the Competition and Markets Authority at:
<https://www.gov.uk/government/organisations/competition-and-markets-authority>

3. Definitions

For this policy the following definitions for refund and compensation have been used, in accordance with guidance provided by Universities UK¹.

3.1 Refund

A refund relates to the reimbursement in full or part thereof of tuition fees paid by you to UCEM, or an appropriate reduction in the tuition fees owed by you to UCEM for the future.

3.2 Compensation

Compensation will relate to some other recognisable loss suffered by you. This normally falls into two categories, either (a) recompensing you for wasted out-of-pocket expenses that you have incurred which were paid to someone other than UCEM (such as travel costs) or (b) an amount to recompense for material disadvantage to you arising from a failure by UCEM to discharge its duties appropriately. Compensation may take the form of financial payment, a discount or other benefit. UCEM may also consider remedies that satisfy your complaint without the need for a refund or financial compensation, which could include an apology or goodwill gesture.

¹ <http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Pages/briefing-compensation-refund-policies.aspx>

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4. Circumstances that may lead to a refund or compensation

This section provides information on when you may be eligible for a refund or compensation either because you choose voluntarily to leave UCEM, or because the Student Protection Plan has been implemented. The refund and compensation terms apply to all students, including students who are paying their own tuition fees, accessing student loans, and/or in receipt of student bursaries, and students whose sponsor (e.g. employer) pays their tuition fees.

4.1 You voluntarily decide to leave UCEM

If you decide to voluntarily withdraw from your programme with UCEM, or transfer to another institution, and UCEM is not in breach of contract or has not implemented the UCEM Student Protection Plan you may be eligible for a refund for the current module or the current semester. Compensation is unlikely to apply in this instance.

4.1.1. **Partial refunds:** If the date of your withdrawal is within four weeks of the semester start date UCEM will retain 20% of the tuition fees due for that semester and refund any tuition fees received over and above that amount. The 20% retention of tuition fees due for that semester reflects the costs UCEM has incurred in enrolling you on the semester.

4.1.2. **No refund:** If the date of your withdrawal is more than four weeks after the semester start date, no refund will be due and full tuition fees for the semester remain payable. This retention of fees reflects the costs that UCEM has incurred in enrolling you on the semester, including providing access to the virtual learning environment (VLE), programme materials, and the provision of academic support and student support services.

4.2 UCEM discontinues the programme which you are completing (but is not in breach of the UCEM Terms and Conditions of Contract or Student Protection Plan)

The UCEM Terms and Conditions of Contract and the UCEM Student Protection Plan consider the discontinuation of a programme and UCEM's commitment to ensuring your continuation of study in the event of a material change. You may be eligible for a refund and/or compensation under the circumstances set out below.

4.2.1 You decide to transfer to an alternative programme at UCEM.

Where a student transfers to an equivalent programme offered by UCEM a refund or compensation will not usually be offered.

Where you transfer to a programme that is not equivalent to the programme you are currently enrolled on at UCEM (for example, where there is a difference in award, accreditation, programme length, or the cost of programme) you may be eligible for a refund up to the full amount of any tuition fees paid and/or compensation.

4.2.2 You decide to withdraw from the programme or transfer to an alternative programme at another provider

If you decide not to transfer to an alternative UCEM programme and you withdraw or transfer to an alternative programme at another provider you will receive a full

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refund of any tuition fees paid. Where you are eligible for an exit award, pro rata tuition fees will be refunded for the portion of the UCEM programme that cannot be taken.

You may be eligible for compensation where a differential exists between the tuition fee payable at UCEM and the tuition fee payable to complete an equivalent programme at an equivalent institution in the same mode of study. In circumstances where the same mode of study is not possible, you will be paid any tuition fee differential to complete an equivalent course at an equivalent institution.

4.3 **UCEM makes changes to a programme (but is not in breach of the UCEM Terms and Conditions of Contract or Student Protection Plan)**

There may be circumstances where UCEM is required to amend a programme or remove module options available to students. Any changes will be made with appropriate consultation with you and with reference to the UCEM Code of Practice: Programme Monitoring, Amendment, Review and Discontinuation.

A refund will not usually be payable in these circumstances, unless through this change you are required to take an additional module(s) which is materially different as a result of the removal of a module(s) when you were part-way through completing the original module(s).

You may be eligible for compensation where the change has disadvantaged you, such as where the length of your programme has been increased, or an accreditation has been lost.

4.4 **You withdraw from UCEM or transfer to another provider because of a breach of contract by UCEM.**

Where you withdraw from UCEM or transfer to another provider as a result of a breach by UCEM of its terms and conditions of contract, or failure by UCEM to follow its Student Protection Plan it may be appropriate for UCEM to provide up to a full refund of tuition fees, as well as compensation for loss caused by the breach.

4.5 **There is an interruption to your programme**

If you voluntarily choose to take a break in your programme you will not usually be eligible for a refund or compensation. Where the break is unilaterally imposed by UCEM through UCEM's failure to deliver you may be eligible for a refund or compensation.

4.6 **UCEM ends your contract and removes you from your programme**

Where UCEM terminates your contract and relationship with UCEM under the UCEM Terms of Contract or the UCEM Academic and General Regulations for Students, no refund of tuition fees or compensation is payable.

5. **Process for managing refunds/compensation claims**

UCEM is committed to ensuring the continuation of study for students in the event of a material change (as described in the Student Protection Plan), and we will be transparent in the information we provide where changes have occurred, or where they are going to occur, and we will fully support students through any changes. Full details are provided in UCEM's Student Protection Plan.

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However, in some circumstances, set out below, it may be necessary to consider whether refunds, compensation, or other forms of non-financial redress are appropriate.

- 5.1 If UCEM fails to comply with its obligations towards you under the UCEM Terms and Conditions of Contract, we will be responsible for any foreseeable loss or damage you suffer that has arisen as a result of UCEM's breach of contract, but UCEM will not be responsible for any loss or damage that could not have been foreseen. Loss or damage can be considered to have been foreseeable where they are an obvious consequence of a breach by UCEM, or if they were considered by you and UCEM at the time the contract was entered into.
- 5.2 In considering whether it is appropriate to provide financial redress to a student to compensate them for loss they have incurred which could have been foreseen because UCEM has not complied with its obligations, or in circumstances in which UCEM is no longer able to preserve a student's continuation of study, UCEM will consider, on a case-by-case basis:
- the particular circumstances of the matter;
 - the nature and reasonableness of the loss which the student has incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with the student's transfer to another programme of study or provider or in connection with a bursary);
 - the context in which the loss arises (for example, if a student makes a complaint that UCEM has not complied with its obligations under the contract, or if UCEM implements its Student Protection Plan in circumstances where UCEM is no longer able to preserve continuation of the student's study).

Students will be required to submit written evidence in support of a request for financial redress.

6. Refunds for students in receipt of bursaries

- 6.1 UCEM bursaries are awarded as reductions to tuition fees, not as monetary awards.
- 6.2 Bursary awards are granted for the duration of a student's programme, unless otherwise stated at the point of award. Once granted, UCEM cannot withdraw a bursary unless a student withdraws from their programme, or their programme registration is terminated by UCEM under the UCEM Terms and Conditions of Contract or UCEM Academic and General Regulations for Students, or for any of the reasons set out in Section 4 above.
- 6.3 If a student transfers to an alternative UCEM programme at the same level the bursary award will transfer to the alternative programme.
- 6.4 In the event of discontinuation of a programme the award will transfer to the appropriate alternative UCEM programme.

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- 6.5 Where satisfactory alternative programme arrangements cannot be made by UCEM, the value of tuition fees paid after bursary will be eligible for refund as set out in Section 4, in addition to any compensation that may be payable.

7. Payment of refunds or compensation

- 7.1 Any refund payment will be made to the person or organisation making the original tuition fee payment. For example, where tuition fees have been paid by your employer under a Sponsorship Agreement any refund due will be made to the employer.
- 7.2 For undergraduate students funded by the Student Loan Company (SLC), UCEM will notify SLC of your withdrawal as soon as reasonably possible before the next loan liability point so that the next instalment of the tuition fee loan is not paid. You will only be liable to repay the tuition fee loan instalments paid whilst you were an eligible student. The tuition fee liability at the date of withdrawal will be calculated as above, and any refunds due will be made to the SLC. Your tuition fee liability will never exceed the amount of the loan advanced.
- 7.3 Partial or full refunds will be paid electronically within 14 days where UCEM has breached an agreement that a refund is due. Where there has not been a breach by UCEM, partial or full refunds will be paid within 30 days.
- 7.4 Compensation payments will be paid electronically within 14 days of the agreement of the claim by both parties.

8. Discretion

UCEM retains the right to general discretion to make refunds in circumstances under which students may not normally be entitled to a refund. This may include mitigating circumstances of an exceptional nature such as where a student has a serious or sudden illness. This is at the discretion of UCEM, and written evidence will be required.

9. Approval and review of this Policy

This Policy is subject to initial approval by UCEM's Senior Leadership Team, and thereafter to annual review.