

UCEM Refund and Compensation Policy

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1. Introduction

- 1.1 This Policy sets out UCEM's approach to refunds and compensation for our students.
- 1.2 UCEM recognises 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, e.g. if We have to close or change a programme.
- 1.3 This policy sets out our mechanisms for refunds and compensation for students in any such event.
- 1.4 This policy should be read in conjunction with the following documents:
 - [UCEM Terms and Conditions of Contract \(opens new window\)](#) (available on the UCEM website)
 - [UCEM Student Protection Plan \(opens new window\)](#) (available on the UCEM website)
 - [UCEM Academic and Programme Regulations \(opens new window\)](#) (available on the UCEM website)

2. Scope

- 2.1 This Policy applies to all UCEM undergraduate and postgraduate programmes, and to all UK, EU and international students.
- 2.2 The refund and compensation terms apply to all students with the exception of those studying on a publicly funded apprenticeship programme. It does however apply to 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.
- 2.3 This policy is without prejudice to students' common law and statutory rights, for example under the Consumer Rights Act 2015 and the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 (the Consumer Contract Regulations).

3. Definitions

For this policy the following definitions for refund and compensation have been used, drawing upon guidance provided by [Universities UK \(opens new window\)](#):

- 3.1 **Refund:** means 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:** 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 recognise 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. You must act reasonably and seek to minimise any disadvantage for which compensation may be paid.

4. Circumstances that may lead to a refund or compensation

4.1 You cancel within 14 days

- New students are entitled to a refund under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 if they cancel the Contract within 14 days after the day on which it was entered into. Full information is provided within the [UCEM Terms and Conditions of Contract \(opens new window\)](#).

4.2 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, You may be eligible for a partial refund. Compensation is unlikely to apply in this instance.

4.2.1 **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.

4.2.2 **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.

4.3 You voluntarily decide to unregister from one or more modules but remain on Your programme

Compensation is unlikely to apply in this instance.

4.3.1 **Before the module commencement date:** If you inform UCEM before the module commencement date that you wish to voluntarily unregister from one or more modules, but remain on Your programme, and UCEM is not in breach of contract, You are entitled

to a full refund of any fees paid for the modules from which you are unregistering.

- **After the module commencement date:** You cannot unregister from modules, but remain on Your programme, after the module commencement date. Therefore, no refund will be due. See the [UCEM Terms and Conditions of Contract \(opens new window\)](#) and the [UCEM Academic and Programme Regulations \(opens new window\)](#).

4.3.2 for information about interruption of studies. No refund will be due if you interrupt your studies.

4.4 UCEM discontinues the programme which you are completing (but is not in breach of the Contract)

4.4.1 Following the discontinuation of a programme, You may be eligible for a refund and/or compensation under the circumstances set out below.

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

If UCEM discontinues a programme and You transfer to an equivalent programme offered by UCEM, neither a refund nor compensation will 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.

4.4.3 You decide not to transfer to an alternative programme at UCEM.

If UCEM discontinues a programme and You decide not to transfer to an alternative UCEM programme (i.e. you withdraw and cease Your studies or transfer to an alternative programme at another provider) You will be eligible for a full 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.

If You transfer to an equivalent programme at an equivalent

institution in the same mode of study (i.e. part-time or full-time, online learning) and Your new tuition fees are greater than the tuition fees You would have paid for the discontinued programme, then You will be eligible for Compensation in the sum of the difference to the equivalent programme.

If You transfer to an equivalent programme at an equivalent institution at which the same mode of study is not possible, and no appropriate equivalent programme at an equivalent institution delivered by the same mode of study was available to you within a reasonable period, and Your new tuition fees are greater than the tuition fees You would have paid for the discontinued programme, then You will be eligible for Compensation in the sum of the difference to the equivalent programme.

Compensation is not usually paid for transfer to programmes or institutions that are not equivalent to the discontinued Programme.

4.5 UCEM makes changes to a programme (but is not in breach of the Contract).

Where UCEM makes a change to a programme in compliance with the Contract, a refund will not usually be payable in these circumstances, unless through this change You are required to take a replacement module(s) which is materially different from the original module outlined in the programme specification as a result of the removal of a module(s) when you were part-way through completing the original module(s).

4.6 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.

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

If UCEM fails to comply with its obligations towards You under the 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 or any loss or damage that You have failed to mitigate (i.e. reduce or avoid) where it was reasonable to do so. 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.

Therefore where You withdraw from UCEM or transfer to another provider as a result of a breach by UCEM of the Contract, 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. Our liability is governed by clause 17 of Our contract

with you.

- 4.8 There is an interruption to your programme.

If You 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. Where the break is unilaterally imposed by UCEM through the Fitness to Study Procedure you may be eligible for a refund, but you would not be eligible for compensation.

- 4.9 UCEM ends your contract and removes you from your programme.

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

- 4.10 Sums owed to Us.

We may reduce the amount of any refund or compensation that would otherwise be payable to You by an amount equal to any sums that You owe to Us.

5. Process for managing refunds/compensation claims

- 5.1 If you are eligible for a refund through clause 4.1 or 4.2.1 or 4.3.1 your refund will automatically be processed and you do not need to request this.

- 5.2 For anything that falls outside of clause 4.1 or 4.2.1 or 4.3.1, if You want to request financial redress or to discuss a potential request or issue related to this Policy You should email finance@ucem.ac.uk. You should use the Refund and Compensation Form to set out your request.

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

- 5.4 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. The process can be found in [Appendix A](#).

- 5.5 UCEM is committed to being open and transparent in its communications with all students when considering refunds and compensation.

- 5.6 UCEM, in considering requests for refunds and/or compensation, will:

5.6.1 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) and

the Consumer Contract Regulations 2013.

5.6.2 seek to ensure it fulfils its responsibilities as part of its registration with the Office for Students (OfS), which is the regulatory body for Higher Education Providers in England.

5.6.3 comply with the [UCEM Academic and Programme Regulations \(opens new window\)](#).

5.6.4 consider, on a case-by-case basis the particular circumstances of the matter including:

- 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 \(opens new window\)](#) in circumstances where UCEM is no longer able to preserve continuation of the student's study).

5.7 You will receive the outcome of your request within 20 working days of receipt.

5.8 If for any reason You are not satisfied with the way UCEM responds to Your request, please refer to section 10.

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 \(opens new window\)](#) or [UCEM Academic and Programme Regulations \(opens new window\)](#).

6.3 If a student transfers to an alternative UCEM programme at the same level (following discontinuation of their original programme or otherwise) the bursary award will transfer to the alternative programme. Where satisfactory alternative programme arrangements cannot be made by UCEM, the value of tuition fees paid by You 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 Where UCEM is in breach of the Contract, partial or full refunds will be paid electronically within 14 days of the agreement of the claim by both parties. Where there has not been a breach by UCEM, partial or full refunds will be paid within 30 days of the agreement of the claim.
- 7.4 Compensation payments will be paid electronically within 14 days of the agreement of the claim by both parties.

8. Discretion

UCEM retains a 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 absolute discretion of UCEM, and written evidence will be required.

9. Non-financial remedies

- 9.1 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.
- 9.2 In addition to seeking financial redress under this policy, You also have the right to seek repeat performance under sections 54-56 of the Consumer Rights Act 2015, and You may be entitled to a price reduction under that Act. For more information you should contact the [Competition and Markets Authority \(opens new window\)](#).

10. Complaints

- 10.1 If for any reason You are not satisfied with the way UCEM responds to your



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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 chapter on Complaints and Appeals \(opens new window\)](#).

10.2 If, after exhausting UCEM's complaints procedure, you are still not satisfied you should refer your complaint to the [Office of the Independent Adjudicator \(OIA\) \(opens new window\)](#).

11. Approval and review of this Policy

This Policy is subject to annual review and approval by the Executive and Finance Director.

Appendix A - Process for managing non-routine refunds/compensation claims diagram

If you are eligible for a refund through clause 4.1 or 4.2.1 or 4.3.1 of this policy, your refund will automatically be processed and you do not need to request this.

For anything that falls outside of clause 4.1 or 4.2.1 or 4.3.1, your request for financial redress will follow the process shown in the diagram below.

