



## Refund and Compensation Policy

### 1) Introduction

The purpose of this Refund and Compensation Policy (the “**Policy**”) is to provide guidance on when ICON College of Technology and Management (the “**College**”) may consider offering refunds of tuition fees or compensation and how it will be calculated. This policy relates to the potential refund of all or part of the tuition fee paid by the Student Loans Company (“**SLC**”), private sponsor (if applicable) or the student themselves.

This policy will also determine when compensation may be payable to a student where the College accepts it has been unable to fully discharge an element of its contract with the student. For example, situations that are outside the control of the student, where the College is no longer able to preserve continuation of study for one or more students, where there has been prolonged disruption to a Course of study, or where the Course of study has been subject to significant change.

The College considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure that all students are able to continue and complete their studies. However, it recognises that it is important to explain how the College will compensate students in the unlikely circumstances where this will not be possible.

The College is not liable for events outside of its control, as set out in the Student Terms and Conditions.

Students are advised that in addition to the rights set out in this Policy they also have additional statutory remedies under the Consumer Rights Act 2015.

The policy will be placed on the College website to ensure it is also in the public domain. This policy should be read in conjunction with the Student Terms and Conditions and the Student Protection Plan.

### 2) Scope and Application

This Policy applies to all applicants to the College who have accepted an offer of a place and all students enrolled with the College, irrespective of whether you are in receipt of a student loan, are sponsored, or pay your own fees.

This Policy will not apply to you if you have had your registration terminated for any of the following reasons:

- a) in the normal completion of your Course; or
- b) as a result of student discipline or non-payment of tuition-related fees.

### 3) Definitions

In this Policy, a refund means the repayment of sums paid by a student to the

College or an appropriate reduction in the amount of sums owed in the future. This may include tuition fees or other Course costs.

Compensation means some other recognisable loss suffered by the student. This can fall into two categories:

- a) compensating the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the College (such as travel costs); or
- b) an amount to recompense for material disadvantage to the student arising from a failure by the College to discharge its duties appropriately.

Compensation may take the form of a remedy without a financial payment, such as an apology or a goodwill gesture, but could also take the form of a discount, a financial payment or some other form of benefit.

#### 4) Procedure

Any claim for a refund of tuition fees and/or reduction in tuition fee liability or compensation shall be considered in accordance with this Policy. Any other debt owing to the College may be subtracted from any refund of fees. This does not include monies owing to the College for non-academic matters. The calculation of any refund which may be due will be based upon the amount of tuition the student has already received within an academic year.

The College will apply the following rules:

#### Course of Study commencing in both Semester 1 and 2 from Week 1 in each semester

Withdrawal Date	Fee Liability
Prior to the last day of the third (3 <sup>rd</sup> ) week of the first academic term	No fee
After the last day of the third (3 <sup>rd</sup> ) week of the first academic term	No refund or part refund of any tuition fees paid to date, and students will not be liable for any future tuition fees (i.e. those following their date of withdrawal)

- a) In the case of students who have left their Course of study, refunds will only be made when procedures have been correctly followed and the student is recorded as withdrawn in the College's student record system. Retrospective or backdated withdrawals will be verified against College attendance records.
- b) Where tuition fees are partly or wholly paid by a third party e.g. SLC, the refund rules will be superseded by any relevant arrangement agreed by the College concerning the student and the third party.
- c) All refunds will only be made to the party that originally paid the fee. There will be no cash refunds directly to the student.
- d) Consideration may be given to the provision of a refund under exceptional mitigating circumstances (**See: Exceptional Circumstances**) such as

- bereavement or serious medical condition (where evidence can be provided).  
Academic and financial reasons will not normally be accepted.
- e) Complaints about refund decisions must be made in writing to the Principal.

## **5) Refund of tuition fees**

Except in the case where the student has funded their own Course or their fees were paid by a sponsor, fees are refunded in part or entirely to the SLC. Where the student has funded their own study or their fees were paid by a sponsor, the fees or part-fees (whichever is appropriate) will be refunded to the student or sponsor (as applicable).

## **6) Payment of Refunds**

If a refund and/or compensation payment is approved, the payment will be returned to the original payer using the same method of payment as the original remittance whether credit/debit card or BACS payment. This is to ensure that the College complies with anti-money laundering requirements. Where payment of Course fees was split between more than one payer, any refund due will be made in proportion to the original split.

Tuition fees and other monies paid to the College are only refunded to the individual or organisation that paid the College originally. Examples of this include but are not limited to:

- a) where students' fees were paid by SLC (or similar body) as part of a tuition fee loan or grant, the refund will be to that organisation. This also applies for interest accrued on any tuition fees paid by a third party (e.g. SLC) to the College;
- b) where an employer has paid tuition fees on behalf of a student, the funds will be returned to the employer; where the College's agreement is primarily with the employer, the employer will also receive any relevant compensation; and
- c) where a student has received funding from family or employment or other sources and subsequently passed this to the College, the College is only responsible for refunding and compensating the student.

Please allow 4 weeks from requesting a refund, if agreed, for the College to action it.

All refunds will be paid in UK sterling.

Documentary evidence must be provided before any refund of personal contributions (if applicable).

## **7) Exceptional Circumstances**

Should an event occur that is outside of our reasonable control meaning we are unable to provide your Course (referred to as an Event Outside our Reasonable Control) as defined in clause 13.5 of the Terms and Conditions – you may be entitled to a refund and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a refund and/or compensation is due. For more details about what an Event Outside our Reasonable Control is and how we will respond, please see clause 13.5 in the Terms and Conditions.

## **8) Award of compensation**

In circumstances where the College is no longer able to preserve continuation of an academic Course of study (for example if we close your Course in accordance with

clause 11.3 of the Student Terms and Conditions), and students have already commenced study on that Course, students may make a claim for compensation where they are forced to withdraw from the College.

The College will put in place a Compensation Plan relevant to the circumstances of the individual student or students. This includes provision for compensation in respect of additional costs reasonably incurred by students as a result of any transfer of Course or cessation of Course of study.

The College will ensure that its plan for dealing with the cessation of the Course of study is reasonable, tailored to take into account the needs of different students and guided by the principles of the Office of the Independent Adjudicator. It will also ensure that its plan includes appropriate provision for communicating with and compensating applicants who have accepted a place on a Course of study (but not yet started their studies), to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different Course of study at the College or seek a suitable alternative at a different UK institution.

Enrolled students, and any applicants who have accepted a place on the relevant Course of study, should also take reasonable steps, in line with advice given by the College, to mitigate the situation.

Any payments associated with a compensation plan will include appropriate provision for:

- a) tuition fee costs;
- b) maintenance costs and lost time following a closure of a Course of study;
- c) tuition and maintenance costs where students have to transfer to a different Course of study or College;
- d) commitments to honour student bursaries;
- e) reasonably incurred accommodation costs;
- f) travel costs as a result of relocation of the Course of study; and
- g) other College-related costs, e.g. sports club membership

The student will seek compensation of this nature through the Complaints Procedure (**see Quality Assurance and Enhancement Handbook**) and the College will determine if any compensation is payable and the amount to be paid. The College may require documentary evidence from a student when assessing if a refund is due and/or what reasonable compensation may be payable.

### **9) Refund process for tuition fees and/or compensation**

Requests for tuition fee refunds and/or any compensation should be made by written application to [refund@iconcollege.ac.uk](mailto:refund@iconcollege.ac.uk). To help us deal with your claim, please include the following information:

- a) your student number;
- b) confirmation that you have exhausted the student complaints procedure; and
- c) the impact of the event and what steps you have taken to mitigate this.

Upon receipt of a claim under this Policy, the College will consider the detail of the claim against the factors in this paragraph 9 (see below). The College shall provide a written response to the student within 14 working days of receipt of the student's claim.

Factors the College will consider in assessing individual and group claims under this Policy are:

- a) whether the College had failed to deliver any specific undertakings that had been given to the student for the way in which the Course of study was delivered;
- b) whether there had been a failure by the College to deliver against material information agreed with the student at the point of acceptance of the offer;
- c) whether a period of prolonged disruption, without sufficient remedial action, has jeopardised the ability of the College to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the Course of study;
- d) whether there has been a demonstrable loss to the student, and in particular if the student has been able to achieve the learning outcomes for their Course of study;
- e) whether the College followed its own processes in delivering the Course of study (such as quality assurance and communications to students);
- f) whether the student has been affected in relation to their final degree award, accreditation award or ability to take up a job offer;
- g) whether the student has met their own responsibility to minimise losses;
- h) whether the student accepted any reasonable adjustments that were implemented for students to mitigate against any loss, and if so consideration of whether a student was still disadvantaged despite the alternative arrangements; and
- i) whether if a complaint is made due to disruption to a student's learning experience which is beyond the student's control, the College communicated with students clearly and consistently throughout the process, making students aware of any changes and how they might affect them.

### **Group claims**

Where a problem has potentially affected a large number of students, the College may use a separate streamlined process for dealing with groups of complaints. Should this situation arise, the College will make the process clear to students and ensure that this is fair and proportionate.

If you would prefer to use the student complaints procedure individually, you will not be prevented from doing so. The College could decide that an issue arising from an individual complaint affects more than just that individual and apply this Policy more widely and use the same factors set out in this Policy for assessing any group claim.

If a student's complaint is dealt with through this group process rather than the student complaints procedure and a student is dissatisfied with the outcome, the student will be offered the option of receiving a Completion of Procedures letter in order to progress a complaint to the Office of the Independent Adjudicator (see Complaints at paragraph 10 below).

If students use the group process and are satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.

### **10) Complaints and External Review**

If a student is dissatisfied with the application of this Policy, the student may make a complaint in line with the complaints procedure set out in the Terms and Conditions.

If the student remains dissatisfied with the outcome of a claim for compensation under this Policy, they may be able to apply for a review of the claim by the Office of

Adjudication. This is an independent review scheme external to and independent of the College's student complaints procedure.

### **11) Changes to this Policy**

The Refunds and Compensation Policy will be monitored by the College's Senior Management Team and shall be reviewed alongside the College's Student Protection Plan.