



# Refund & Compensation Policy

---

Author: Dr Dalene McShane

<b>Version Number</b>	<b>Date Approved</b>	<b>Author</b>	<b>Next Review Date</b>	<b>Action</b>
V1	July 2018	Dr D McShane	August 19	
V2				
V3				

## Contents

BCOM Refund and Compensation Policy (Non-Continuation of Study) .....	3
Planned Mid-Programme Termination.....	3
Unexpected Programme Termination.....	4
Compensation .....	5
Refunds and Compensation Payments .....	5
General .....	5
Appendix 1 .....	6
Tuition Fee Schedule 2018/19 .....	6

## **BCOM Refund and Compensation Policy (Non-Continuation of Study)**

1. As a registered provider of higher education with the OfS, BCOM has published a Student Protection Plan which sets out how continuation and quality of study will be preserved for current and potential students if a risk to their continued study happens. The live link to this document can be found on the BCOM Website at <https://www.bcom.ac.uk/admissions-courses/funding-fees/>

The Student Protection Plan draws on the College's experience and is designed to assure current and future students that BCOM has in place appropriate arrangements to protect students continuation of study. It outlines the types of risks that might apply and explains the approach the University would take should any of these risks materialise.

2. In addition to the Student Protection Plan, BCOM is required to adopt a Refund and Compensation Policy setting out the circumstances in which the College will refund tuition fees and other relevant costs to students and provide compensation where necessary if BCOM is no longer able to preserve continuation of study for one or more students. The Student Protection Plan identifies this as an unlikely risk but the College recognises that if it were to occur, affected students should receive a refund of fees and appropriate compensation in accordance with this policy.
3. BCOM considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at the College. It is however important to explain how BCOM will refund or compensate students if the College is unable to preserve that continuity of study.
4. In this Policy a reference to the College no longer being able to preserve continuation of study means that BCOM has terminated or intends to terminate either:
  - (i) a programme of study on which an individual has been offered or accepted a place before that individual can register as a student or
  - (ii) a programme of study on which a student is registered before that student has completed that programme.

It does not include changes to or termination of programmes where all registered students who would normally have been expected to complete at the date of termination have done so.

5. BCOM recognises two sets of circumstances, planned mid-programme termination and unexpected programme termination.

### **Planned Mid-Programme Termination**

6. A planned mid-programme termination occurs when BCOM can no longer preserve continuity but is able to plan and align the termination with the end of an academic year.
7. If such circumstances arise, BCOM will, when preparing its plan for dealing with the termination, consult the students registered on the programme and, as a minimum, will:
  - (i) ensure all students on the programme receive the award (for example, certificate or diploma) that recognises the stage they have reached; via the provision with the University of Plymouth to 'teach out' students on the courses validated by them

- (ii) offer those students advice and support to help them decide whether or not to transfer to a different programme or seek transfer to a suitable alternative provider to complete the programme which is to be terminated;
  - (iii) offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
  - (iv) put in place, in consultation with the University of Plymouth, a compensation plan relevant to the circumstances of the particular termination that includes provision for compensation in respect of additional costs reasonably incurred by students as a result of any relocation; and
  - (v) ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the programme not terminated receives the remainder of that bursary or funding whether they transfer to a different programme at the University of Plymouth or to the same programme at an alternative provider.
8. BCOM will also ensure that its plan for dealing with the termination includes appropriate provision for communicating with and compensating individuals who have been offered or who have accepted a place on the programme, to include as a minimum an offer of advice and support to help them decide whether or not to apply for a different programme at the University or seek a suitable alternative.

## **Unexpected Programme Termination**

9. An unexpected programme termination occurs when
- (i) a risk to continuation of study crystallises out of the blue and the College has no alternative but to terminate during the course of an academic year, or
  - (ii) the College has failed to recruit sufficiently to a programme and closes to new recruits to the detriment of individuals who have already been offered or accepted places on that programme.
10. If such circumstances arise, BCOM will treat communication and consultation with the students registered on the programme as a priority. As a minimum, BCOM will:
- (i) ensure all students on the programme receive the award (for example, certificate or diploma) that recognises the stage they have reached; via the provision with the University of Plymouth to 'teach out' students on the courses validated by them
  - (ii) offer those students advice and support to help them decide whether or not to transfer to a different programme at the University or seek transfer to a suitable alternative provider to complete the programme which is to be terminated;
  - (iii) offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
  - (iv) put in place, in consultation with the University of Plymouth, a refund and compensation plan relevant to the circumstances of the particular termination that includes provision for a refund of tuition fees and compensation in respect of additional costs reasonably incurred by students as a result of the termination, any change of programme and any relocation; and
  - (v) ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the programme not

terminated receives the remainder of that bursary or funding whether they transfer to a different programme at the University of Plymouth or to the same programme at an alternative provider.

11. BCOM will also ensure that it communicates with and compensates individuals who have been offered or who have accepted a place on the programme, to include as a minimum an offer of advice and support to help them decide whether or not to apply for a different programme at the University or seek a suitable alternative.

## **Compensation**

12. The compensation plan referred to in paragraph 7 and the refund and compensation plan referred to in paragraph 10 will include appropriate provision for:

- (i) maintenance costs;
- (ii) lost time;
- (iii) additional tuition costs;
- (iv) travel costs as a result of relocation of provision.

Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.

## **Refunds and Compensation Payments**

13. Refunds will normally only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

## **General**

14. This Refund and Compensation Policy is linked to the University's Student Protection Plan and forms an important part of the University's Student Contract It will be reviewed on an annual basis time
15. This Policy will not normally apply to individuals who have completed the studies for which they registered as a student with the University.
16. Queries about the application of this policy should be addressed to [registry@bcom.ac.uk](mailto:registry@bcom.ac.uk) in the first instance.

**July 2018**

## Appendix 1

### Tuition Fee Schedule 2018/19

BCOM will operate the following fee refund and charging policy for full time and part time undergraduate students who withdraw or interrupt their studies.

You must complete the official withdraw/interruption of study form which must be submitted to the Registry office. If you stop attending without completing or submitting the form to the registry office you will still be deemed as an enrolled student and will therefore be liable for tuition fees

#### Undergraduate programmes

(start week commencing 17<sup>th</sup> September 2018)

<b>Date</b>	<b>Fees payable</b>
Up 1 <sup>st</sup> October 2018 or 2 weeks after enrolment date	No fee payable
From the 1 <sup>st</sup> October 2018 to 14 <sup>th</sup> January 2019	25% of annual fee
From the 14 <sup>th</sup> January 2018 to 29 <sup>th</sup> April 2019	50% of the annual fee
From the 29 <sup>th</sup> April 2019	100% of the annual fee

The above dates allow a 14 day cooling off period where you have the right to change your mind.

#### Post Graduate Courses (exception of the conversion course)

<b>Date</b>	<b>Fees payable</b>
Up to 14 calendar dates from the start date of the course	No fees payable
From day 15 of the course	100% of the course cost