

British Institute of Technology Ltd
Trading As: British Institute of Technology, England (BITE)
Refund and Compensation Policy

Owner: Academic Board

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Version: 1.5

1. Introduction and purpose

- 1.1 The Refund and Compensation Policy forms part of the contract between you as a student and British Institute of Technology, as this relates to your programme of study with us (any paid employment with the Institute is arranged through a contract of employment and is excluded here). The Refund and Compensation Policy should be read in conjunction with the Institute's Terms and Conditions, Academic Regulations, Student Protection Plan and Institute Fee Regulations.
- 1.2 The purpose of this Policy is to describe the circumstances in which the Institute will provide refunds and pay compensation, including the process for requesting a refund or compensation and the members of staff who have authority to agree these payments.
- 1.3 The Institute is committed to providing an excellent student experience, responding to feedback from students and putting things right to enable our students to thrive. The Institute wants to hear when things go wrong so that we can address problems quickly and effectively through the informal stage of our Student Complaints Policy or through a formal complaint if a student is not satisfied with our response.
- 1.4 The Institute considers reimbursement of Institute fees and compensation to be remedies of last resort and it remains committed to supporting all students to complete their programmes of study. Our overarching approach to compensation is to return a student to the position they would be in had the circumstances in question not occurred. Compensation is usually only provided in financial terms when it is not possible to offer another opportunity for a learning or research opportunity that may have been missed, when other remedies are unavailable or when alternative remedies do not sufficiently compensate the student.
- 1.5 The Institute is not liable to you for any failure in the delivery of the programme arising from matters outside our control as long as we have taken reasonable and proportionate steps to try to mitigate the impact of these events, as described in section 64 of our terms and conditions.

2. Legislative Context

- 2.1 This Policy will take account of any relevant guidance issued by the Office for Students or the Office of the Independent Adjudicator for Higher Education (OIA). It is also informed by applicable legislation, including the Consumer Rights Act 2015 and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3. Scope

- 3.1 This Policy is applicable to:
 - a) all applicants to the Institute who have accepted an offer of a place;
 - b) all registered students of the Institute. It applies to students who receive a tuition fee loan from the Student Loans Company or other relevant government loans, students who pay their own tuition fees, and those whose tuition fees are paid by a sponsor;
- 3.2 This Policy does not apply to former students who have completed their programme of study, except for former students who seek financial redress under the Student Complaints Policy.
- 3.3 It may be necessary for the Institute to make changes to this Policy, including to comply with consumer or other law, to comply with the requirements of our regulators (such as the Office for Students) or to reflect best practice. Changes will normally brought in to effect at the start of the following academic year; however, in certain circumstances these changes may be necessary during the course of an academic year. Such changes are generally minor in terms of student impact, or are made in students'

interests (or both) and we will notify you of the changes as soon as reasonably practicable.

4. Definitions

4.1 Refund is defined as a partial or full repayment of accommodation, tuition or other Institute fees paid by a student to the Institute, or a partial or full reduction in accommodation, tuition or other Institute fees that a student owes or must pay the Institute.

4.2 Compensation is defined as a discount, financial payment or other benefit that is awarded to a student for loss, distress and/or inconvenience.

5. Grounds for a refund and/or compensation

5.1 Institute fee refunds – full or part payments made in advance for Institute fees may be eligible for a refund when a student overpays, withdraws, interrupts or changes their programme or mode of study to a programme with a different fee, or subsequently receives full or part sponsorship/funding for their fees. In these circumstances, the student should refer to the Institute Fee Regulations and submit their formal request for a refund to the Finance Office (info@biot.org.uk). If a student is dissatisfied with the outcome of their request, they may seek redress under the Student Complaints Policy as set out in 5.2.

5.2 Student Complaints Policy – if a registered student of the Institute believes they are entitled to compensation or a refund due to wrongdoing on the part of the Institute, or if they are dissatisfied with the offer of a refund or compensation under 5.1 or 5.3, they may seek redress under the Student Complaints Policy. In the first instance, students should contact their home school or institute with regard to their complaint; if the student is dissatisfied with the outcome of their formal complaint they may request a complaint review. The Director of Governance and Legal Services will determine the level of financial compensation that may be made following a complaint review. The Student Complaints Policy provides for a student who remains dissatisfied after all the internal procedures have been completed to complain to the Office of the Independent Adjudicator.

5.3 Material changes to the experience of groups of applicants and students – if any of the risks set out in the Institute's Student Protection Plan or changes described in section 19 of our terms and conditions occur in such a manner as to materially change the terms of an offer that have been accepted by a group of applicants, or the experience of a cohort of students registered on an affected programme of study at the Institute, the Chief Governance Officer and Institute Secretary will consider whether to make a full or partial refund, as well as pay compensation, in accordance with section 7 below. If a student is dissatisfied with the offer of any refund or compensation, they may seek redress under the Student Complaints Policy as set out in 5.2.

6. Consideration of requests for refunds or compensation

6.1 In considering requests for refunds or compensation from individuals or affected groups, the Institute will take a number of factors into account. These factors will include one or more of the following:

- a) whether the Institute failed to deliver against material information agreed with students at the point when they accepted offers, provided inaccurate material information to students prior to the point of acceptance;
- b) if a period of prolonged disruption, without sufficient mitigating action, has put in jeopardy the Institute's ability to offer teaching, learning and research which gives students a fair and reasonable opportunity to meet the aims and learning outcomes of the programme;
- c) if the Institute has not followed its own procedures in delivering the programme (including changes implemented as part of the quality assurance framework and appropriate communication to students);
- d) whether there has been a demonstrable loss to the student and in particular if the student has not been able to achieve the learning outcomes for their programme of study;
- e) if there has been an impact on the student in relation to their intended award, accreditation of their award or their ability to take up an offer of employment;
- f) if the student has met their obligation to mitigate loss by taking all reasonable steps to avoid incurring further costs;
- g) whether the student took advantage of any reasonable adjustments put in place to mitigate against

the loss and consideration of whether the student remained disadvantaged despite the alternative arrangements; and

- h) if a complaint is made due to disruption of a student's learning experience beyond the student's control, whether the Institute communicated clearly and consistently with the student throughout the process, making them aware of any changes and how they might affect them.

6.2 In considering requests for refunds or compensation, the Institute will also take into account relevant regulatory recommendations or guidance.

6.3 The Institute will not offer refunds or compensation if the mode of delivery of education is changed (between face to face, online or hybrid provision) where the action is taken in response to events outside the Institute's control (see section 22 of our terms and conditions).

7. Compensation plan

7.1 The Institute will ensure that plans for closing programmes include communicating with and compensating any applicants who have accepted places, but not yet started study. These plans will include, as a minimum, the provision of advice and support on applying for a different programme at the Institute or seeking a suitable alternative at a different Institute. Applicants who have accepted a place on the relevant programme of study, should take reasonable steps to mitigate their situation, in line with advice provided by the Institute.

7.2 If the Institute is unable to 'teach out' registered students on a programme which is being discontinued, students will be offered the opportunity to transfer to another programme at the Institute and, if this is not possible, they will be supported to transfer to a suitable programme at another higher education provider.

7.3 In the event that 7.1 or 7.2 of this policy is engaged, the Institute will consider all the facts of the particular situation when formulating any compensation plan. The compensation plan will reflect the circumstances of the individual student or group of students, including provision for additional costs reasonably incurred as a consequence of any transfer or programme or closure of programme. The compensation plan will be approved by the Chief Governance Officer and Institute Secretary.

7.4 Payments associated with a compensation plan will include consideration of provision for:

- a) tuition fee costs;
- b) maintenance costs and lost time following the closure of a programme;
- c) tuition and maintenance costs where students have to transfer to a different Institute;
- d) commitments to honour student bursaries;
- e) reasonably incurred student accommodation costs; and
- f) travel costs arising from a relocation of a programme.

8 Payment of refunds and compensation

8.1 The Institute will pay all refunds to the original payer by the original payment method; this method is known as 'return to source' and is in line with the requirements of money laundering regulations. Refunds are not transferrable to third parties. More information can be found in the Institute Fee Regulations.

8.2 The Institute will pay compensation directly to the student.

8.3 The Institute is not liable for any currency fluctuations when returning payments.

9 Review

9.1 This policy will be reviewed at least every three years or early to adopt regulatory changes.