

# THE ENGINEERING & DESIGN INSTITUTE LONDON

## STUDENT COMPENSATION AND REFUND POLICY

<b>Summary</b>	This Policy sets out the circumstances in which we will refund tuition fees and other relevant costs to you where appropriate.		
<b>Policy Owner</b>	Registrar		
<b>Policy Sponsor</b>	Academic Board		
<b>Policy applies to</b>	All students of TEDI-London		
<b>Equality impact assessment completed</b>	January 2021		
<b>Version</b>	2		
<b>Date of implementation</b>	September 2022	<b>Date of next formal review</b>	September 2025

### DOCUMENT CONTROL

<b>Date</b>	<b>Version</b>	<b>Action</b>	<b>Amendments</b>
01/2021	1	Policy created	n/a
08/2022	2	Policy amended	Updates made to ensure correct naming conventions and weblinks

## Contents

1. INTRODUCTION .....	3
2. POLICY STATEMENT .....	3
3. SCOPE OF THIS POLICY.....	4
4. ROLES AND RESPONSIBILITIES .....	4
5. EQUAL OPPORTUNITIES.....	4
6. CONFIDENTIALITY .....	5
7. DEFINITIONS .....	5
8. OPPORTUNITY TO TRANSFER .....	6
9. CONSIDERATION OF CLAIMS FOR COMPENSATION OR REFUNDS.....	6
10. INDIVIDUAL CLAIMS.....	7
11. GROUP CLAIMS .....	8
12. COMPENSATION PLAN .....	8
13. PAYMENTS .....	9
14. EXTERNAL REVIEW .....	9
15. CHANGES TO THIS POLICY.....	9

## **1. INTRODUCTION**

- 1.1. This Student Compensation and Refund Policy is part of our Student Protection Plan and reflects our commitment to the student experience and to supporting you to achieve your academic outcomes.
- 1.2. In this document “you” and “your” refer to the student; “we”, “us” and “our” refer to The Engineering and Design Institute London (TEDI London).

## **2. POLICY STATEMENT**

- 2.1. Before applying for a refund or compensation under this Policy, we expect you to have completed our Student Complaints Procedure.
- 2.2. If you submit a formal complaint through the Student Complaints Procedure and have that complaint upheld, you may apply to us for a refund or compensation (including financial compensation) under this Policy. You can apply for a full or partial refund of tuition fees and a full or partial refund of wider expenses incurred while studying with us. Compensation may take the form of a financial refund, price reduction or repeat provision of service.
- 2.3. This Policy covers situations which are outside your control: where we are no longer able to preserve continuation of study for one or more students; where there has been prolonged disruption to a programme of study; or where the programme of study has been subject to significant change. This Policy sets out the circumstances in which we will refund tuition fees and other relevant costs to you where appropriate.
- 2.4. We consider refunds and compensation to be a remedy of last resort and are committed to using our best endeavours to ensure that you can continue and complete your studies. We recognise that it is important to explain how we will compensate you in the unlikely circumstances where this will not be possible.
- 2.5. We will make every attempt to ensure that you do not suffer prolonged disruption to your learning through our adaptable approach to teaching and learning.
- 2.6. We are not liable for events outside of our control, as set out in the Terms and Conditions.

- 2.7. In addition to the rights set out in this Policy you also have additional statutory remedies under the Consumer Rights Act 2015. You should seek independent advice on this.
- 2.8. The final decision regarding a matter raised under this Policy or any of the associated Policies will be the final decision of TEDI-London; there is no right to further consideration of the same matter under a different associated Policy.
- 2.9. TEDI-London subscribes to Office of the Independent Adjudicator for Higher Education (OIA), which acts as an independent ombudsman and final arbiter of complaints.

### **3. SCOPE OF THIS POLICY**

- 3.1. This Policy applies to you if you are currently enrolled with us or if you have accepted a place on a relevant programme of study with us. The policy applies regardless of your standing for fee purposes (i.e. whether you are a Home/ Channel Island or International Tuition Fee paying student).
- 3.2. This Policy will not apply to you if you have completed your studies with us unless, in accordance with the Student Complaints Procedure, you have a complaint upheld within six months of the end of your registration.
- 3.3. This Policy does not cover refunds for withdrawals. Please refer to the Student Fees Policy for further information.

### **4. ROLES AND RESPONSIBILITIES**

- 4.1. You are responsible for submitting your claim for a refund or compensation.
- 4.2. The Secretary to the complaints process will be responsible for receiving claims for refunds or compensation and for allocating these to be investigated.
- 4.3. The complaint panel awards refunds and compensation.

### **5. EQUAL OPPORTUNITIES**

- 5.1. This Policy will be operated in accordance with TEDI-London's [Equality, Diversity and Inclusion Policy](#).

- 5.2. We will not treat you less favourably and you will not or suffer any detriment or disadvantage if you submit a request for a refund or compensation, regardless or not of whether the request is successful.

## 6. CONFIDENTIALITY

- 6.1. A request for a refund or compensation will be handled with an appropriate level of confidentiality, with information released only to those who need it for the purposes of responding to the request.
- 6.2. Where it is necessary to obtain information from a third party in relation to the request, we will only give them as much detail about the request as is necessary to obtain the information required from them.

## 7. DEFINITIONS

- 7.1. A **refund** means the repayment of sums paid by you to us or an appropriate reduction in the amount of money owed by you in the future. This may include tuition fees, or other programme costs.
- 7.2. **Compensation** means some other recognisable loss suffered by you. This can fall into two categories:
- a. compensating you for wasted out-of-pocket expenses you have incurred, which were paid to someone other than us (such as travel costs or accommodation costs); or
  - b. an amount to recompense for material disadvantage to you arising from a failure by us to discharge our duties appropriately.
- 7.3. 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.
- 7.4. A reference to us no longer being able to preserve **continuation of study** means that we have terminated or intend to terminate:
- a. an academic programme of study on which you have accepted a place *before you can enrol as a student*; or

- b. an academic programme of study on which you are enrolled *before you have completed that course*.
- 7.5. Continuation of study also applies if we move our location to a location that is more than 30 minutes' journey by public transport away from the original campus whilst continuing to offer our programmes.
- 7.6. In circumstances where a programme that you are studying closes, you may make a claim for compensation where you are forced for that reason to withdraw from your studies with us. This will only apply when we are ceasing to deliver an academic programme of study before you have completed your studies and where you and we have failed to agree on a suitable alternative programme at another institution. Should such a transfer result in additional costs relating to tuition fees or travel costs, financial compensation will be available to you in respect of these additional costs.
- 7.7. We will always aim to teach students to the end of their programme of study even when a decision has been taken to close a programme of study and to cease admissions to it.
- 7.8. In the event that we move, but continue to offer programmes as advertised, we will pay you compensation for reasonable increases in travel costs which you may experience as a result of that move.

## **8. OPPORTUNITY TO TRANSFER**

- 8.1. In the unlikely event that we are not able to 'teach out' a programme that is being discontinued, we will support you to transfer to a suitable programme at another UK institution.

## **9. CONSIDERATION OF CLAIMS FOR COMPENSATION OR REFUNDS**

- 9.1. Factors we will consider in assessing individual and group claims under this Policy are:
  - a. whether we had failed to deliver any specific undertakings that had been given to you for the way in which the programme of study was delivered;
  - b. whether there had been a failure by us to deliver against material information agreed with you at the point of acceptance of the offer;

- c. whether a period of prolonged disruption, without sufficient remedial action, has jeopardised our ability to offer guided learning in a manner that ensures you have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme of study;
- d. Whether there has there been a demonstrable loss to you, and in particular if you have been able to achieve the learning outcomes for their programme of study;
- e. whether we followed our own processes in delivering the programme of study (such as quality assurance and communications to students);
- f. whether you have been affected in relation to your final degree award, accreditation award or ability to take up a job offer;
- g. whether you have met your own responsibility to minimise losses;
- h. the impact upon you of any reasonable adjustments that were implemented to mitigate against any loss, and consideration of whether you were still disadvantaged after the alternative arrangements had been implemented; and
- i. whether if a complaint is made due to disruption to your learning experience which is beyond your control, we communicated with you clearly and consistently throughout the process, making you aware of any changes and how they might affect them?

## **10. INDIVIDUAL CLAIMS**

- 10.1. Following completion of the Student Complaints Procedure, you may use this Policy to seek financial reimbursement if you remain dissatisfied with the outcome. Claims submitted by students under this Policy should:
  - a. confirm that you have exhausted the Student Complaints Procedure; and
  - b. set out the impact of the programme change and what steps you have taken to mitigate this.
- 10.2. Upon receipt of a claim under this Policy we will consider the detail of the claim against the factors outlined below. We will provide a written response to you within 15 working days of receipt of your claim.

## **11. GROUP CLAIMS**

- 11.1. Where a problem has potentially affected many students, we may use a separate streamlined process for dealing with groups of complaints. This will be consistent with the Student Complaints Procedure and should this situation arise we will make the process clear to you 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. We could decide that an issue arising from an individual complaint affects more than just that individual and apply this Policy more widely.
- 11.2. If your complaint is dealt with through the group process rather than the Student Complaints Procedure and you are dissatisfied with the outcome, you will be offered the option of receiving a Completion of Procedures letter in order to progress a complaint to the OIA.
- 11.3. If you 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.

## **12. COMPENSATION PLAN**

- 12.1. We will put in place a Compensation Plan relevant to your circumstances. This may be on an individual basis or on a group basis where the same issues affect several students. This includes provision for compensation in respect of additional costs reasonably incurred by you as a result of any transfer of programme or cessation of programme of study or change in our location.
- 12.2. We will ensure that our plan for dealing with the programme of study withdrawal includes appropriate provision for communicating with and compensating you if you have accepted a place on a programme of study but not yet started your studies. This will include as a minimum an offer of advice and support to help you decide whether to seek a suitable alternative at a different institution.
- 12.3. You should also take reasonable steps, in line with advice given by us, to mitigate the situation.
- 12.4. 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 programme of study;
- c. tuition and maintenance costs where students have to transfer to a different institution;
- d. for international students, any costs associated with visa changes necessitated by a change in sponsor;
- e. commitments to honour student bursaries;
- f. reasonably incurred accommodation costs;
- g. travel costs as a result of relocation of the programme of study; and
- h. other institution-related costs, e.g., sports club membership.

### **13. PAYMENTS**

- 13.1. Where your fees are paid by the Student Loans Company ("SLC"), as part of a Tuition Fee loan or grant, any refund will be made to the SLC.
- 13.2. Where your fees are paid by you, any refund will be made to the same method of payment used to pay the fee.
- 13.3. If your fees are paid by your employer or another third party, any refund will be made to the bank account of the employer or third party.
- 13.4. All refunds will be paid within 14 days of the refund being approved by us.

### **14. EXTERNAL REVIEW**

- 14.1. If you remain dissatisfied with the outcome of a claim for compensation under this Policy, you may be able to apply for a review of the claim by the Office of the Independent Adjudicator for Higher Education ("OIA"). This is an independent review scheme external to and independent of our complaint procedure. The OIA will normally only review issues that have been dealt with through the Student Complaints Procedure.

### **15. CHANGES TO THIS POLICY**

- 15.1. We will review this Policy annually alongside the Student Protection Plan.