

BCNO Compensation and Refund Policy

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1.0 Introduction

BCNO is fully aware of its obligation to protect the consumer rights of its students. This obligation is shared with the University of Plymouth (UoP) and Buckinghamshire New University (BNU), with which BCNO has Academic Collaboration Agreements for the approval of its pre-registration osteopathy educational programmes for delivery by BCNO. BCNO is a Partner of both of the Universities.

As far as possible, complaints will be resolved through dialogue between the Student and BCNO. Students who wish to complain formally shall be referred to the BCNO Student Complaints Policy and Procedure. After the Student has undertaken the internal processes at BCNO, the Student may wish to take the complaint further. The students must then submit their complaint to the University they have enrolled with.

In the rare event of the BCNO and/or University being unable to meet its obligations, and only as a last resort will it be necessary to consider whether compensation or refund is appropriate for students. (NB: The Office of the Independent Adjudicator will not get involved with a student complaint unless the HE provider has had the opportunity to look at it first. This means that the Student needs to have completed the provider's internal processes before complaining to the OIA).

This Policy provides a clear and simple framework so students can understand when they may be entitled to compensation, a refund of fees, or another type of remedy and how to make a claim.

This Refund and Compensation Policy has been developed with reference to:

- Registration with the Office for Students.
- Compensation and Refund Policies – Developing Good Practice, Universities UK (UUK), (April 2018).
- Consumer Rights Act 2015 (CRA)
- Higher Education and Research Act 2017 (HERA)
- Office of Independent Adjudicator (OIA) and the QAA guidance

2.0 Scope

This Policy makes provision for:

- Refunds for students in receipt of tuition fee loans from the Student Loans Company.
- Refunds for students who pay their tuition fees.
- Refunds for students whose fees are paid by a sponsor.
- The payment of additional travel costs for students affected by a change in the location of their course.
- Commitments to honour student bursaries.

- Compensation for maintenance costs and lost time when it is not possible to preserve the continuation of the study.
- Compensation for tuition and maintenance costs where students have to transfer courses or providers.

This Policy will not normally apply to:

- Students who have withdrawn from their contract with the University/BCNO or are required to withdraw for academic, fitness to study, fitness to practise or disciplinary grounds, although students will normally have recourse to the OIA as part of normal appeals processes concerning these matters.
- Individuals who have completed their studies for which they were registered as a student with the University/BCNO.

3.0 Responsibilities

The Refund and Compensation Policy is owned jointly by the Senior Management Team of the University and BCNO.

Day to day operational management and administration of the Policy is devolved to the Finance Department in conjunction with the Academic Registry of the institutions.

4.0 Guiding Principles

The following principles have underpinned the development of the Policy:

- Fair
- Consistent
- Clear and accessible

5.0 Reasons for Invoking and Implementing this Policy

Changes to the University/BCNO provision can be planned or unplanned. As such, changes which result in student protection issues may be managed and concerns addressed differently by the Universities/BCNO:

- **Planned changes** to University/BCNO provision will include an impact analysis which will consider any provision the University/BCNO may need to make in relation to refunds or compensation to Student (s).
- **Unplanned changes** to the University/BCNO provision may require the University/BCNO to investigate claims through the Student Complaints Procedure for refunds or compensation to students impacted.

6.0 Refund or Compensation Claims

- a) There may be occasions when the University/BCNO, in implementing their Student Protection Plans, identify that there is a need to make recompense to an individual student/applicant or group of students/applicants as a result of an action that the University/BCNO has initiated. Where these **planned changes** occur, the University/BCNO will initiate action and undertake an Impact Assessment and consult with the Student (s)/applicants(s) involved before making a recommendation to the University and /or BCNO Authorities regarding the refund of tuition fees, directly evidenced expenses or compensation.
- b) In the case of **unplanned changes**, the University/ BCNO will make every effort to avoid changes to the Student (s) including finding alternatives. There may be circumstances when the Student (s) seeks financial redress. Where this is the case the Student (s) will normally be directed to the Student Complaints Procedure (University's/BCNO as appropriate) in the first instance. Should the outcome of the complaint investigation conclude that the complaint be upheld appropriate redress will be offered by the University/BCNO. Redress could include financial (refund of tuition fees and/or evidenced direct expenses, financial compensation, or other redress e.g., apology or offer to repeat study).

Any consideration by the University/BCNO in relation to any of the above (a and b) will be informed by any evidence the Student (s) provides of direct costs incurred or foreseeable losses suffered as a result of the complaint being upheld, e.g., housing or travel costs. Otherwise, the University's/BCNO liability to a student with respect to the provision of their programme, the cancellation, postponement, or amendment of the programme, any negligence, any breach of the University's/BCNO Terms and Conditions, or arising in any other way out of the subject matter of those terms and conditions, is limited to three times the total amount of the tuition fees paid by the Student as outlined in the University/BCNO's Terms and Conditions of Admission.

7.0 Redress

- Section 2 above (Scope), provides a list of what the Policy provides for in terms of claims for refunds and compensation.
- In addition, the University/BCNO commits to honour the conditions of any University/BCNO provided bursary that may have been agreed on admission to the original programme being studied subject to a confirmation of the Student's continued study on a similar programme.
- Redress will be appropriate to the circumstances of the case and may or may not include a refund or financial compensation.
- All claims for refund and/or compensation will be dealt with on a case-by-case basis. This will normally be through the University's/BCNO's Complaints Procedure.

- Where refund and /or compensation is recommended this must:
 - Be evidenced by the claimant.
 - Presented to the Institution's Authorities for authorisation to ensure consistency across claims.
- Where financial redress is provided to students this is done so in "full and final payment".
- Payments are administered by the Finance Directorate from the appropriate University/BCNO budget account.
- Payments of tuition fees /fee 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 Loan Company, pays their own tuition fees paid by a sponsor or is paid by an employer.

8.0 Governance Issues

All recommendations for refunds or compensation will be agreed by the Senior Management Team of the University/BCNO.

An Annual Report on Refunds and Compensation will be presented to the Senior Management Team of the University and Council, and to Board of Trustees of BCNO, and will inform and determine whether additional funds need to be set aside.

9.0 Student Protection Plan

Both the University and BCNO have their own Student Protection Plans. These should be read in conjunction with this Policy Document.

10.0 Communication of this Policy

This Policy is published in full in the [Policies](#) section of the BCNO's website where it can be accessed internally and externally by current students and applicants as well as by staff of the School and other stakeholders.

11.0 Consultation over Development

Development of this Policy has been undertaken in consultation with representatives of the following across the School:

- Senior Management Team (SMT).
- Academic Registry.
- Admissions.
- Heads of Department.
- Student's Association/Union
- Academic Board

12.0 Definitions

The following are definitions used within or in connection with this or a supporting policy:

Compensation: an arbitrary award made by the University/BCNO specific to the circumstances in recognition of an undesirable state in which it places a student or group of students but without legal prejudice.

Contract: the contract formed between the Student and the University/BCNO on the terms of the contract information (whether the pre-registration contract or the post registration/enrolment contract).

Programme Description: the important information about the content of the programme and details of how and where it will be delivered as set out in the University's/BCNO's prospectus and website. For example, the programme description will include the programme title, modules, the award to be received on completion, whether the programme is accredited, length of programme and costs, including tuition fees and any additional costs.

Enrolment: the process by which a prospective student or Student formally registers their participation or continued participation (re-enrolment) in a programme at the BCNO, accepts the liability to pay tuition fees, agrees to abide by the regulations, policies and procedures and provides information required by the University/BCNO. Completion of the enrolment process is required for the University/BCNO to grant access to the programme and related services.

Offer Letter: the written communication from BCNO confirming the offer of a place on a programme and detailing any conditions attached to the offer.

Partners: an institution or organisation (including exchange partners) with which the University has an agreement in relation to the provision of programme and/or the conferment of awards.

Pre-Enrolment: the period of time before a prospective student becomes a student.

Prospectus: means a collection of current University/BCNO information (including on-line and printed versions) giving details of courses for the specified academic year amongst other things.

Prospective Student: a person who has accepted a place at the University/BCNO for a programme of study conditionally or unconditionally, and who has not yet enrolled for their first academic year at BCNO. This is distinct to a 'prospective applicant'.

Prospective Applicant: is someone considering applying to the University/BCNO, for example a visitor to a University/BCNO open day or outreach events.

Refund: means the agreed refund of directly evidenced financial loss of a student backed up by appropriate documentation establishing the loss, such as a receipt for a cost incurred under the circumstances for which a refund would be considered by the University/BCNO.

Registration: the process prior to arrival at the University/BCNO to confirm your intention to study, provide, confirm, or amend your personal details.

Regulations, Policies and Procedures: those University regulations, policies, and procedures (as amended from time to time) and all associated policies. All regulations, policies and procedures are available on the website/VLE.

Semester: means the periods into which the academic year is divided for the majority of the University's programmes.

Services: such educational services and facilities which are provided by the University/BCNO for students (including but not limited to the provision of library and IT services, provision of student support and guidance, and use of cafeterias, sports facilities, studios, and workshops).

Student(s): those individuals who are pursuing a course as an enrolled student of the University/BCNO.

Terms and Conditions: the provisions contained in the Terms and Conditions of Admission document and the associated references in this Policy as may be amended from time to time in accordance with those provisions.

Tuition Fees: the fees charged by the University/BCNO for the provision of programme to students as set out in the University Student Tuition Fees Regulations.

Tuition Fees Information: the information about the tuition fees for your programme and the related payment arrangements all as set out in the University Student Tuition Fees Regulations. Tuition fees will be confirmed to applicants within their offer letter.

University: Buckinghamshire New University and/or University of Plymouth but not their partners.

Website: the University/BCNO's website.

Auditing

Policy Name:	BCNO Compensation and Refund Policy		
Policy Owner:	Senior Management Team and Partner Universities		
Policy Approver:	Academic Board		
Audience:	Patients; Students; Faculty; Staff; External Visitors		
Storage Location:	Website, VLE		
Effective Date:	11.2023		
Review Date: <small>(Unless other revisions are required prior to this date)</small>	08.2024		
Version:	1.1		
Equality Impact Assessment:	Are there any implications for a protected characteristic group as defined by the Equality Act 2010 in this policy?		
	<input type="checkbox"/> Positive Impact	<input type="checkbox"/> Negative Impact	<input checked="" type="checkbox"/> Neutral
Details:			

Contact Us

British College of Osteopathic Medicine

6 Netherhall Gardens
London
NW3 5RR

+44 (0)20 7435 6464

European School of Osteopathy

Boxley House
The Street
Boxley, Maidstone
Kent ME14 3DZ

+44 (0)1622 671558