



## Student Protection Plan: Refund and Compensation Policy 2018-19

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## Student Protection Plan: Refunds and Compensation Policy

### 1. Introduction

- 1.1** This Refunds and Compensation Policy ('the Policy') forms part of the Conservatoire for Dance and Drama's (the 'Conservatoire') [Student Protection Plan](#) (SPP), and is in place to explain how the Conservatoire will meet its obligations regarding refunds and compensation for registered students of the Conservatoire, when matters arise which trigger the Student Protection Plan. The Student Protection Plan will be triggered on the occurrence of a situation set out in clause 4.1 and Section 1 of the Student Protection Plan. This policy should be read in conjunction with the [Student Protection Plan](#).
- 1.2** The Conservatoire 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 Conservatoire. It is however important to explain how the Conservatoire will manage a request for a refund or compensation in the unlikely event that continuity of study cannot be preserved.
- 1.3** Where a student has made an informed voluntary decision to suspend, withdraw, or transfer studies, they may still be entitled to a fee refund but may not be entitled to compensation, as there has been no failure on the part of the Member School or Conservatoire to meet its obligations under the Terms and Conditions.
- 1.4** In the event that one of the situations / events identified in the SPP and clause 4.1 were to occur and the [Student Protection Plan](#) be activated, the Conservatoire and the relevant Member School will liaise as appropriate with the validating university of the relevant Member School to ensure a fair outcome for students in all circumstances with regard to refunds and compensation.

### 2. Definitions

**2.1** Under this Policy, the Conservatoire uses the following definitions:

- **'Refund'** – the repayment, in full or in part, of a sum of money paid by a student to a Member School or to the Conservatoire, or an appropriate reduction in the amount of sums owed in the future by the student to the Member School or the Conservatoire. This could include tuition fees, or other course costs.
- **'Compensation'** – a means of redress for recognisable loss suffered by the student, that may or may not be financial (see section 'Compensation', below, for further guidance). Where the Conservatoire deems financial compensation to be an appropriate recompense, this will normally take the form of an amount to recompense for a demonstrable material disadvantage to the student arising from a matter which triggers the [Student Protection Plan](#).

### 3. General Principles of this Policy

3.1 With regard to refunds and compensation under the Student Protection Plan the Conservatoire and the relevant Member School will:

- take proactive steps to manage matters that impact students as a result of triggering the [Student Protection Plan](#), rather than wait for students to make a complaint;
- take into consideration any alternative arrangements or adjustments that have already been implemented for students to mitigate against loss, and consider whether a student has taken up what was reasonably offered. If so, the Conservatoire and the Member School will consider if the student was then still disadvantaged in spite of such alternative arrangements;
- with regard to compensation, adopt the compensation principles used by the Office of the Independent Adjudicator for Higher Education (OIA)<sup>1</sup>, and seek to compensate students on a case-by-case basis (see Section 6.2 'Principles and Compensation for further information). In doing so it will have due regard for its obligations under the Equality Act 2010;
- consider whether, in providing students with information about any changes so that they can make informed decisions, communications with students have been clear, consistent and accessible;
- may require students to provide documentary evidence to support a claim for a refund and/or compensation (see also Section 8 'How to make a claim' for further information);
- not be liable for events outside of its control, as set out in the Section 'Events outside our control' in the Student Terms and Conditions

3.2 Where the [Student Protection Plan](#) is triggered entitling students to a refund, students may also be entitled to additional compensation, which will be determined on the facts of each case and on a case by case basis.

### 4. Scope of this Policy

4.1 This Policy applies to the following events set out in the Conservatoire's Student Protection Plan (see Section 1 of the SPP):

- *Closure of a programme of study for strategic reasons*
- *Closure of a programme of study due to low student enrolment*
- *Significant changes to Programmes of Study*
- *Ability to award validated degrees*
- *Unplanned Closure of the Conservatoire or a Member School for Financial or Business Reasons*
- *Unplanned Closure of the Conservatoire or a Member School due to Acts of God*

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<sup>1</sup> <http://www.oiahe.org.uk/media/121676/remedies-and-redress-april-2018.pdf>

**4.2** Where the [Student Protection Plan](#) is activated, in determining appropriate refund and compensation, the Conservatoire and the Member School will consider all students affected by the material failure, without the student needing to apply for this, as part of the Student Protection Plan processes. (See also section 8 'How to Make a Claim'.)

## **5. Policy on Refunds under the Student Protection Plan**

**5.1** The Conservatoire and its Member Schools will endeavour to ensure that contractual obligations, as set out in the Student Terms and Conditions, will be met.

### ***Discontinuation of a programme and refunds on fees***

**5.2** The Student Terms and Conditions include provisions relating to refunds on fees where a decision has been made to discontinue a programme of study. This covers both refunds on fees for students who are in receipt of a loan from the Student Loans Company, refunds for students who pay their own tuition fees, and refunds for students whose tuition fees are paid by a sponsor. School Fees policies also contain relevant information on fee refunds. Students should refer to their home Conservatoire Member School website for details of their Terms and Conditions and Fees Policy. The websites of the Conservatoire Member Schools can be accessed at the following link: <http://www.cdd.ac.uk/schools/>.

### ***Refunds under the Student Protection Plan***

**5.3** In the event of a refund under the Student Protection Plan, money is returned to the account from which it was paid to the Conservatoire or Conservatoire School. This means that some students may not receive refunds directly, for example, where tuition fees have been paid by the Student Loans Company to the Conservatoire, a refund of those tuition fees would normally be paid by the Conservatoire directly to the Student Loans Company. Students should consult their School fees policy for further clarification.

**5.4** All refunds will be calculated in £ Sterling but may be refunded in the currency of the original payment.

**5.5** The Conservatoire or Conservatoire School will not refund any shortfalls that are due to exchange rate fluctuations, nor will it offer compensation for any bank charges or other charges incurred.

**5.6** No refunds will be made in cash and no interest will be paid on returned deposits or overpayments.

**5.7** Special conditions apply to the refund of payments made via Professional Career Development Loans, US Direct Loans and Canadian Educational Loans due to the operating regulations of these funding schemes. It is a condition of the Member School's participation in these funding schemes that refunds are only processed in accordance with the relevant regulations.

### ***Timescales for refunds under the Student Protection Plan***

**5.8** In accordance with CMA requirements<sup>2</sup> partial or full refunds will be provided within 14 days from the date that the Conservatoire and relevant Member School determines or agrees that a refund is due. If it is impossible to repeat the service or if that has not been done within a reasonable time and without significant inconvenience to the student, under the Consumer Rights Act 2015 the student has the right to a price reduction which may in some circumstances be the full amount of the price.

## **6. Policy on Compensation under the Student Protection Plan**

**6.1** Where a student is seeking compensation, this may not necessarily mean financial compensation in all instances. There are various ways in which problems might be resolved by the Conservatoire, and where it is appropriate and reasonable to offer alternatives to financial compensation, these will be considered.

**6.2** As set out in the SPP, alternatives to financial compensation may include;

- teaching out
- offering an alternative programme, or
- transfer of study

### ***The Conservatoire's approach to compensation***

**6.3** The Conservatoire's approach to compensation is to recognise where compensation is due and to determine the most appropriate compensation. In the event that, under the Student Protection Plan, the Conservatoire fails to comply with its obligations towards a student or a Member School fails to comply with its obligations under its student contract with a student, as applicable to the circumstances the Conservatoire or the Member School will be responsible for any loss or damage the student suffers that is a foreseeable result of breach of the contract or its negligence. However, neither the Conservatoire nor the Member Schools will be responsible for any loss or damage that is not foreseeable. The Conservatoire and Member Schools will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control.

**6.4** The Conservatoire or Member school will financially compensate students where other remedies and alternative arrangements are inappropriate or unavailable, or where a refund of fees or other charges paid by the student to the Conservatoire or its Member School is required under consumer law.

### ***Principles and Consideration***

**6.5** Where the [Student Protection Plan](#) has been triggered and financial compensation is deemed by the Conservatoire and the relevant Member School to be an appropriate means of redress,

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<sup>2</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/428549/HE\\_providers\\_-\\_advice\\_on\\_consumer\\_protection\\_law.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/428549/HE_providers_-_advice_on_consumer_protection_law.pdf) (page 67)

it is the policy of the Conservatoire and the Member School to adopt the compensation principles used by the Office of the Independent Adjudicator for Higher Education (OIA)<sup>3</sup>, and seek to compensate students on a case-by-case basis. In line with the OIA's principles, when considering whether financial compensation is appropriate, the Conservatoire and the Member School may take into account:

- The particular circumstances of the matter;
- The context (under the Student Protection Plan) in which the loss arises;
- The nature and reasonableness of any loss incurred (*for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with a student's transfer to another programme of study or provider*);
- Any reasonable steps which have or have not already been taken by the student and/or the Member School and/or the Conservatoire to minimise financial loss or the impact of the issues that have either triggered the Student Protection Plan;
- Prior awards of compensation by the Member School and/or the Conservatoire;
- Whether such issues are solely the preserve of the Member School and/or Conservatoire, or whether the student has contributed to such issues
- Whether the student has unreasonably refused or rejected an offer of compensation (including alternatives to financial compensation) that was available or has previously been offered by the Member School and/or the Conservatoire
- Whether any delays in resolving such issues have been caused solely by the Member School and/or Conservatoire or may have been partly caused by the student.

#### ***Requests by students for financial compensation for associated costs***

**6.6** Students may raise a request for associated costs where these have not already been compensated by the Conservatoire and/or the Member School under the Student Protection Plan. Financial compensation for associated costs might include:

- Payment of additional travel costs for students affected by a change in the location of their course;
- Honouring a bursary;
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study (including where study has been extended as a result of the Student Protection Plan being activated);
- Compensation for tuition and maintenance costs where students have to transfer courses or provider.

In scenarios not covered in the bullet points above, living expenses will not normally be compensated because whether a student was studying or not, they would have to pay for general living expenses such as food and accommodation.

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<sup>3</sup> <http://www.oiahe.org.uk/media/121676/remedies-and-redress-april-2018.pdf>

***Compensation and off-setting debts owed by the student to the Member School and/or the Conservatoire***

**6.7** In some cases, the student may owe tuition or other course-related fees, or may have some other outstanding liability to their Member School and/or the Conservatoire. Where records show that tuition/course-related fees are owing by the student, then the outstanding fees will normally be deducted from any compensation the Conservatoire, in consultation with the Member School as appropriate, has determined the student should receive, unless the Conservatoire considers that it is not appropriate to do so.

***Complaints about refunds and compensation, and recourse to the Office of the Independent Adjudicator (OIA)***

**6.8** If a student was dissatisfied with the way in which, their request for compensation had been handled or with the decision taken as to whether or not to award compensation, or the level of that award, the student is entitled to submit a complaint via the Conservatoire's Student Complaints Procedure. Once the internal procedures have been exhausted, the Conservatoire will issue a Completion of Procedures letter, in which case students will have the right to take their complaint to the OIA within 12 months of the date of the Completion of Procedures letter.

**6.9** Where the student has an issue of complaint but has not followed or exhausted the formal Student Complaints Procedure concerning a request for a refund and/or compensation, and the Conservatoire deems that a full and proper investigation into the student's claim has already been undertaken, it may not be appropriate for the student to lodge a formal complaint under the Student Complaints procedure. In such circumstances, the student may as appropriate be directed into a later stage of the Student Complaints procedure or issued with a Completion of Procedures letter, as deemed appropriate by the Conservatoire. A student may also request a Completion of Procedures letter, if they feel that their claim has been exhausted. A Completion of Procedures letter may be requested by emailing the Academic Registrar of the Conservatoire at [qualityoffice@cdd.ac.uk](mailto:qualityoffice@cdd.ac.uk).

***Compensation and legal fees***

**6.10** In light of the opportunity for students to resolve complaints with the Member School and the Conservatoire using the Conservatoire Student Complaints Procedure with ultimate recourse to the Office of the Independent Adjudicator Complaints Scheme, both of which are free at the point of use, neither the Member School nor Conservatoire will contribute to a student's legal costs associated with bringing a complaint. This is because the OIA scheme is intended as an informal and free alternative to the courts, and it is not necessary for a student to have legal representation in order to bring a complaint either to the Conservatoire or to the OIA.

## **7. Entitlement to refunds and/or compensation**

### ***Successful applicants holding an offer to study***

**7.1** Where an offer holder has already made arrangements to take up the place but they decide not to take up the place as a result of an event which triggers the Student Protection Plan, the offer holder may be eligible for refund or compensation under this Policy. In accordance with this Policy, proactive steps will be taken to identify where applicants may be eligible for refund and/or compensation under this Policy.

### ***Registered students***

**7.2** Where an event triggers the Student Protection Plan, a registered student on a programme of higher education with a Member School of the Conservatoire may be eligible for refund or compensation under this Policy. In accordance with this Policy, proactive steps will be taken to identify where registered students may be eligible for refund and/or compensation under this Policy.

## **8. How to make a claim**

**8.1** Where the Conservatoire identifies that the Student Protection Plan has been triggered, it will seek to provide redress or remedy in the first instance without necessitating students to make a claim. Where the Conservatoire has taken action under the Student Protection Plan to provide refunds and/or compensation, students can raise any issues or concerns regarding the Conservatoire's actions in the first instance by emailing [qualityoffice@cdd.ac.uk](mailto:qualityoffice@cdd.ac.uk), which may as necessary be considered as the informal stage of the [Student Complaints Procedure](#).

**8.2** Notwithstanding that the Conservatoire will take proactive action without requiring students to lodge a formal complaint, students who wish to make a request for a refund or compensation under the Student Protection Plan may do so by contacting the Conservatoire at [qualityoffice@cdd.ac.uk](mailto:qualityoffice@cdd.ac.uk).

**8.3** Where a student wishes to raise a complaint about a refund and/or compensation issue enacted by the Conservatoire under this policy, students may either use the [Student Complaints Procedure](#) or may request a Completion of Procedures letter by emailing [qualityoffice@cdd.ac.uk](mailto:qualityoffice@cdd.ac.uk).

**8.4** Where a student wishes to make a request for a refund or for compensation by raising an issue of complaint that does not fall within the scope of the Student Protection Plan, the [Student Complaints Procedure](#) should be used, unless such a request has already been considered under another Conservatoire policy.

**8.5** The Conservatoire may require students to provide documentary evidence to support a claim for a refund and/or compensation. Documentary evidence will normally be required where the Conservatoire requires a student to provide demonstrable proof of loss incurred as a result of action or inaction by the Conservatoire.



***Third party claims on behalf of students***

**8.6** The Conservatoire will not normally accept third party claims (including those from parents or guardians) on behalf of students, until and unless written confirmation is received by the Conservatoire from the student, which provides the following authorisation:

- **Written confirmation that the student authorises the third party to act on their behalf**
- **Written confirmation that the student authorises the Conservatoire and Member School to process the student's necessary data** (which will include personal data and may include personal sensitive data) for the purposes of assessing and processing a claim for a refund or compensation.