



STUDENT PROTECTION PLAN – REFUND and COMPENSATION POLICY

Introduction

This policy is part of the Arts University Bournemouth's [Student Protection Plan](#) and reflects our commitment to the student experience and to supporting our students to achieve their academic outcomes. This policy does not replace the [Complaints Procedure](#) of the University and should not be relied upon to resolve academic disputes relating to academic progress and completion. This policy does not replace the [Fees Payment Policy](#). Your statutory rights are not affected.

This policy will apply under the following circumstances:

- A student is seeking compensation for accommodation and maintenance costs and lost time where it is not possible to preserve continuation of study; or
- A student is seeking compensation for tuition, accommodation and maintenance costs where a student has to transfer courses or provider; and
- A student has submitted an application through the Complaints Procedure.

Student Protection Plan Refund and Compensation – Principles

This policy tells you what we are doing to protect you should things go wrong and when you may be entitled to a refund and/or compensation from the University. It will also tell you how to raise a matter with us and make a payment request.

In the unlikely event that the Student Protection Plan is triggered our priority is to ensure that you receive the support and services that you are entitled to as part of your contract with the University and to protect your continuation of studies. Financial compensation will not always be an appropriate way for us to respond to matters which arise, including complaints found to be justified under our student [Complaints Procedure](#).

This policy will cover some aspects of the refunds we offer where these directly link to the Student Protection Plan. Other refunds are covered in detail by our [Fees Payment Policy](#) and are automatically generated according to the terms of that policy, those will not be covered in detail here.

The University will strive to ensure that you receive what is set out in the terms and conditions of your contract. There are many ways for the University to resolve problems and alternatives to financial compensation will be considered, these could include:

- An apology;
- An offer to retake the affected provision without charge;
- An alternative course offer at the University or elsewhere;
- Other action that appropriately addresses the matter.

Key Definitions

For the purpose of this policy, the following definitions apply:

A **Refund** relates to the repayment of sums paid by a student of the University or an appropriate reduction in the amount of sums owed in the future by the student to the University. This could include tuition fees, other course costs or accommodation costs.

Compensation will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either (i) recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the university (such as travel costs) or (ii) an amount needed to put the student in the position they would have been in had the University fully discharged its duties.

Regulatory Framework

This policy pays heed to the following regulatory framework:

- Statutory responsibilities
 - Consumer Rights Act 2015 (CRA)
 - Higher Education and Research Act 2017 (HERA)
- Registration with the Office for Students
- Sector-wide responsibilities
 - Office of the Independent Adjudicator scheme rules
 - QAA Quality Code
- Institutional responsibilities
 - University regulations

Eligibility

This policy covers all students of Arts University Bournemouth and those currently holding offers. It covers: students in receipt of a tuition fee loan from the Student Loans Company; students who pay their own tuition fees; and students whose tuition fees are paid by a sponsor. In all cases, tuition fees and other costs will only be refunded to the original fee-payer/sponsor (whether Student Loans Company, individual student, or sponsor of a student).

This policy does not apply to individuals who have completed the studies for which they registered as a student at the University unless, in accordance with the [Complaints Procedure](#), they have taken forward a complaint within three months of leaving and that complaint is then upheld.

Consideration of Refund and Compensation Claims

You will be required to submit a written request for financial reimbursement with appropriate supporting evidence to the University Secretary (jrenyard@aub.ac.uk). The reasonable level of refund and/or the appropriate compensation will be assessed in light of you as an individual student and the circumstances of the issue arising.

Where in this policy compensation does equate to payment then this will be in respect of a demonstrable and evidential loss being suffered by a student. As part of the submission being made to the University, you should provide supporting evidence for any compensation claimed. Depending upon the circumstances, the factors that the University may take into account when assessing claims for compensation could include (but will not be limited to) evidence to show:

- Whether there has been a demonstrable loss;
- Whether Arts University Bournemouth followed its own procedures when closing the programme of study;
- Whether you will be affected in relation to the final degree award, accreditation award or ability to take up a job offer;
- Whether you have met your own responsibilities to minimise losses;
- Whether you availed of any reasonable adjustments that were implemented for students to mitigate against the loss and if so consideration of whether you were disadvantaged despite alternative arrangements.

In the event that the University is unable to preserve continuity of study, the following areas will be considered when assessing whether a refund and/or compensation is to be offered:

- Refunds for tuition fees from applicable main sources of funding;
- The payment of additional travel costs for students affected by a change in the location of their course;
- Commitments to honour student bursaries where a student would have been eligible during the remaining parts of the programme but no longer have access to equivalent support at the institution to which they transfer;
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study and this causes delays in the expected programme completion date;
- Compensation for tuition and maintenance costs where students have to transfer courses or provider.

Other areas may be considered as applicable to the specific circumstances.

Payments

Refunds will only be made to the account holder (or other financial institution) that originally paid the tuition fee or other costs 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.

Compensation payments will be paid by cheque, payable to the student as per the name held on the University's student record system.

Review by the Office of the Independent Adjudicator

Students who remain dissatisfied after exhausting the University's internal procedures may request a review from the Office of the Independent Adjudicator for Higher Education. Contact details for the Independent Adjudicator are:

Office of the Independent Adjudicator
Second Floor
Abbey Gate
57-75 Kings Road
Reading
RG1 3AB
Tel: 0118 959 9813
Email: enquiries@oiahe.org.uk