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|-------------------------------------|---|
| <b>Policy number</b>                | 59  |
| <b>Policy name:</b>                 | Refund and Compensation Policy for Higher Education (for non-continuation of study) |
| <b>Version Number:</b>              | 2   |
| <b>Developed by:</b>                | Steven Muddin   |
| <b>Policy status:</b>               | Approved  |
| <b>Date Approved:</b>               | 24 <sup>th</sup> January 2020   |
| <b>Next Review due by:</b>          | 29 <sup>th</sup> May 2021   |
| <b>Applicable to:</b>               | Staff members, Governing Board, Students  |
| <b>Related Policies/Procedures:</b> | Student Protection Plan<br>Terms and Conditions for Taught Students                 |
| <b>Equality and Diversity</b>       | Equality Impact assessment was undertaken for this policy.                          |

## REVISION HISTORY

| Version | Date     | Revision description/Summary of changes | Author       |
|---------|----------|---|--------------|
| 2       | 29/05/20 | Edited summary table and added EIA      | Chrissy Moog |
|         |          |   |              |

## 1. Introduction

As a provider of higher education, Higher Rhythm has published a Student Protection Plan at <https://www.higherrhythm.co.uk/public-policies/> which sets out how we would preserve continuation and quality of study for current students if a risk to their study materialises.

The Student Protection Plan is designed to assure current and future students that Higher Rhythm has suitable arrangements in place to protect continuation of study and also outlines the types of risks that might apply and explains the approach Higher Rhythm would take if these risks were to materialise.

In addition to the Student Protection Plan, Higher Rhythm operates this Refund and Compensation Policy, which sets out the potential circumstances in which Higher Rhythm would refund tuition fees and other costs relevant to students, and the details of compensation which would be provided if Higher Rhythm cannot maintain continuation of study for students.

The Student Protection Plan illustrates that this risk is unlikely but Higher Rhythm accepts that if this was to occur, relevant affected students should receive a refund of fees and appropriate compensation in accordance with this policy. Higher Rhythm considers refunds and compensation to be a last resort solution and is committed to ensuring that all students are able to continue and complete their studies at Higher Rhythm.

## 2. Scope

Within this Policy, references to Higher Rhythm no longer being able to maintain continuation of study means that Higher Rhythm Ltd. has already terminated or intends to terminate either:

- A programme of study on which an individual has been offered or accepted a place before that individual can register as a student
- A programme of study on which a student is already registered before that student has completed that programme

This does not include changes to or termination of programmes where all students registered who would normally have been expected to complete at the date of termination, have done so already.

## 3. Policy

Higher Rhythm Ltd. identifies two sets of circumstances, planned mid programme termination, and unexpected programme termination.

*Planned Mid-Programme Termination:*

Date of implementation: 240120

A planned mid-programme termination is when Higher Rhythm Ltd. can no longer preserve course continuity but is able to plan the termination in line with the end of an academic year. If this circumstance arises, Higher Rhythm Ltd. will consult the students registered on the programme when preparing the plan for managing the termination, and will:

1. Ensure that students on the programme receive the appropriate award that recognises the stage they have reached.
2. Offer those students information, advice, guidance and support to help them decide whether to enrol on a different non-HE programme at Higher Rhythm, transfer to an alternative provider to complete the HE programme, or both of these.
3. Offer to pay reasonable travel costs to cover at least one visit per student to a UK based alternative provider which we will communicate to the student via face-to-face discussion then confirm via email / notification via the Higher Rhythm learner portal and letter by recorded post.
4. Consult with the student's representative with the intention of agreeing a compensation plan for the circumstances of the particular termination which includes provision for compensation in respect of additional reasonable costs incurred as a result of the relocation
5. Ensure that any student who has been in receipt of a bursary or similar funding who would have continued to receive this had the programme not been terminated, receives the remainder of this funding if they transfer to the same or another HE programme with another provider.

Higher Rhythm will also ensure that its plan for managing the termination of a programme includes suitable provision for compensating and for communicating with individuals who have been offered or have accepted a place on the programme, offering advice and support to help them decide whether or not to apply for a different programme at Higher Rhythm Ltd. or seek a suitable alternative.

### *Unexpected Programme Termination:*

An unexpected programme termination is when:

An unforeseen risk to continuation of study materialises and Higher Rhythm Ltd. has no alternative but to terminate the programme during the academic year

Or

Higher Rhythm Ltd. has failed to recruit sufficient numbers of students to a programme and closes the programme to new recruits, therefore affecting individuals who have already been offered or accepted places on that programme. If such a circumstance does arise, Higher Rhythm Ltd. will prioritise communication and consultation with the students registered on the programme and will:

1. Ensure that students on the programme receive the appropriate award that recognises the stage they have reached.
2. Offer those students information, advice, guidance and support to help them decide whether to enrol on a different non HE programme at Higher Rhythm, transfer to an alternative provider to complete the HE programme, or both of these.
3. Offer to pay reasonable travel costs to cover at least one visit per student to a UK based alternative provider which we will communicate via face to face discussion then confirm via email / notification via the Higher Rhythm learner portal and letter by recorded post.
4. Consult with the student's representative with the intention of agreeing a compensation plan for the circumstances of the particular termination which includes provision for compensation in respect of additional reasonable costs incurred as a result of the relocation.
5. Ensure that any student who has been in receipt of a bursary or similar funding who would have continued to receive this had the programme not been terminated, receives the remainder of this funding if they transfer to the same or another HE programme with another provider.

Higher Rhythm will also ensure that its plan for managing the termination of a programme includes suitable provision for compensating and for communicating with individuals who have been offered or have accepted a place on the programme, offering advice and support to help them decide whether or not to apply for a different programme at Higher Rhythm or seek a suitable alternative.

#### **4. Compensation**

The compensation plans and the refund and compensation plans referred to above will include appropriate consideration for:

- Maintenance cost
- Lost time
- Additional tuition costs
- Travel costs as a result of relocated provision

Each of the above areas will be considered on a case by case basis, from information and evidence provided by the individual in order to place appropriate consideration on the individual student's personal circumstances.

Relevant guidance, as published by the Office for Students or the Office of the Independent Adjudicator for Higher Education, will also be taken into account as part of the process of preparing such plans.

## **5. Payment of Refunds**

Refunds will only be made to the bank and account holder (or financial institution) that paid the original 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 Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

## **6. General Information about this Policy**

This Refund and Compensation Policy is linked to Higher Rhythm's Student Protection Plan and forms an important part of Higher Rhythm's Student Contract Terms and Conditions, and will be reviewed from time to time with those documents. This Policy will not normally apply to individuals who have completed the studies for which they registered as a student with Higher Rhythm.

If you have any issues or concerns with the way this Policy has been implemented or feel that any aspect of the way this Policy has been implemented could be improved, please refer to our Learner Complaints Policy and Procedure for Higher Education and Further Education learners, available on our website at <https://www.higherrhythm.co.uk/public-policies/>

## Appendix 1 – Equality Impact Assessment

|  |   |
|--|---|
| Name of Proposal (policy/strategy/function/service being assessed) | Refund and Compensation Policy for Higher Education |
| Those involved in assessment:                                      | CEO, Quality and Media Services Manager             |
| Is this a new proposal?  | Yes   |
| Date of Initial Screening  | May 29, 2020  |

|  |   |
|--|---|
| What are the aims, objectives?   | To set out HR's Refund and Compensation Policy for Higher Education                 |
| Who will benefit?  | Staff, students, stakeholders   |
| Who are the main stakeholders?   | Staff and Governing Board   |
| What are the desired outcomes?   | For everyone to understand HR's Refund and Compensation Policy for Higher Education |
| What factors could detract from the desired outcomes?                  | Non-awareness of this current policy.   |
| What factors could continue to the desired outcomes?                   | Regular follow up and updates about blended learning.                               |
| Who is responsible?  | Quality and Media Services Manager  |
| Have you consulted on the proposal? If so, with whom? If not, why not? | Yes, Governing Board.   |

| Which protected characteristics could be affected and be disadvantaged by this proposal (please tick) | Yes  | No |
|---|--|----|
| Age   | <u>Consider:</u> Elderly, or young people  | ✓  |
| Disability  | <u>Consider:</u> Physical, visual aural impairment, Mental or learning difficulties                                      | ✓  |
| Gender Reassignment   | <u>Consider:</u> Transsexual people who propose to, are doing or have undergone a process of having their sex reassigned | ✓  |
| Marriage and Civil Partnership  | <u>Consider:</u> Impact relevant to employment and/or training   | ✓  |
| Pregnancy and maternity   | <u>Consider:</u> Pregnancy related matter/illness or maternity leave related matter                                      | ✓  |
| Race  | <u>Consider:</u> Language and cultural factors, include Gypsy and Travellers group                                       | ✓  |
| Religion and Belief   | <u>Consider:</u> Practices of worship, religious or cultural observance, include non-belief                              | ✓  |
| Sex/Gender  | <u>Consider:</u> Male and Female   | ✓  |
| Sexual Orientation  | <u>Consider:</u> Know or perceived orientation   | ✓  |

What information and evidence do you have about the groups that you have selected above?

N/A

Consider: Demographic data, performance information, recommendations of internal and external inspections and audits, complaints information, ethnicity data, audits, service user data, etc.

**How might your proposal impact on the groups identified? For example, you may wish to consider what impact it may have on our stated goals: Improving Access, Reducing Social Inequalities, Developing Confidence, Developing skills, Supporting Vulnerable People**

Examples of impact re given below:

- a) Planning a trip with the students to a location, which may have impact on people with limited mobility.
- b) Planning to extend access to studio without considering how the services may be accessed by people with limited mode of transportation.
- c) Redesign of a services that is used by people who may not have English as a first language, and may be excluded from normal communication routes.

Please list the positive and negative impacts you have identified in the summary table on the following page.

| Summary                                     |   |
|---|---|
| Positive impacts (note the groups affected) | Negative impacts (note the groups affected) |
| N/A   | N/A   |

Summarise the negative impacts for each group:

N/A

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What consultation has taken place or is planned with each of the identified groups?

N/A

What was the outcome of the consultation undertaken?

N/A

What changes or actions do you propose to make or take as a result of research and/or consultation?

Briefly describe the actions then please insert actions to be taken.

N/A

Will the planned changes to the proposal:

Please state Yes or No

|   |     |
|---|-----|
| Lower the negative impact?  | N/A |
| Ensure that the negative impact is legal under anti-discriminatory law?                                     | N/A |
| Provide an opportunity to promote equality, equal opportunity and improve relations i.e. a positive impact? | N/A |

Taking into account the views of the groups consulted and the available evidence, please clearly state the risks associate with the proposal, weighed against the benefits.

N/A

What monitoring/evaluation/review systems have been put in place?

This policy, along with other policies, will be reviewed annually.

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When will it be reviewed?

May 29, 2021

|                        |               |
|------------------------|---------------|
| Date Review completed: | May 29, 2020  |
| Signature:             | Steven Mundin |
| Approved by:           | Gwyn Ap Harri |
| Date Approved:         | May 29, 2020  |