Higher Education Compensation Policy

Date approved: 12 September 2025
Approved by: Executive
Responsible Manager (s): Director of Registry
Executive Lead: Chief Operating Officer

Applicable to staff:	Yes
Applicable to students:	Yes
Accessible to students:	Yes
Accessible to general public: (including clients)	Yes

Consultation

Consultation undertaken with:	Date:
• SMT	Yes
• AMT	Yes
• CCMT	Yes
• Students	Yes

Policy review frequency: every two years
(Please delete as appropriate)

Contents

1. Scope and purpose of policy 3
2. Policy Statement 3
3. Compensation 4
3.1 Definitions of circumstances which could result in compensation being awarded ..5
3.1.1 Non-continuation of study 5
3.1.2 Disruption of study 6
3.2 Applying for compensation 6
3.3 Payments 6
3.4 Review 6
4. Accountability 6
5. Student Involvement 7
6. Linked policies 7
7. Linked procedures 7
8. Equality Impact Assessment 8

1. Scope and purpose of policy

This policy applies to Higher Education (HE) students and applicants at Blackpool and The Fylde College (B&FC), but does not apply to higher and degree apprentices. It aligns directly to the Student Protection Plan which identifies mitigations for non-continuation of or disruption of study for Higher Education students, and will not normally apply to individuals who have completed the studies for which they registered as a student with B&FC.

The purpose of this policy is to identify how B&FC will preserve continuation and quality of study for current and potential students in the unlikely event that there is a disruption or withdrawal of their programme of study or a risk to their study crystallises. It also outlines B&FC's definition of compensation and under what circumstances compensation could result in being awarded.

2. Policy Statement

The Student Protection Plan draws on B&FC's significant experience in delivering high quality education and rigorous business planning to assure current and future students that we have appropriate arrangements in place to protect continuation of study.

The risk that B&FC is unable to fulfil its obligations and duties to its HE students is very low because:

- our financial performance is consistently strong
- we have rigorous business planning processes in place
- courses are designed to be taught by integrated teams of academic staff
- we are committed to 'teach out' existing programmes where superseded by newer provision
- we engage with a wide range of professional bodies and partnership organisations
- we have flexibility of our estate
- B&FC has Bachelor Degree awarding powers (BDAP)

B&FC considers refunds and compensation to be a last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at B&FC.

Should circumstances occur that result in B&FC being unable to meet its obligations, B&FC is committed to being fair, open and consistent in the application of this policy.

In addition to the Student Protection Plan, B&FC is required to set out the circumstances in which B&FC will refund tuition fees, other relevant costs to students and to provide compensation where necessary if B&FC is no longer able to preserve continuation of study for one or more students.

The Student Protection Plan identifies this as an unlikely risk but B&FC recognises that if it were to occur, affected students should receive a refund of fees already paid in line with B&FC's Refund Policy and where it is deemed necessary appropriate compensation in accordance with this policy.

B&FC recognises its:

- Statutory responsibilities:
  - Consumer Rights Act 2015 (CRA)
  - Higher Education and Research Act 2017 (HERA)
  - Registration with the Office for Students (OfS)
- Sector-wide responsibilities:
  - Office of the Independent Adjudicator (OIA) and/or Quality Assurance Agency (QAA) guidance
- Institutional responsibilities:
  - Ensuring consistency with institutional regulations

3. Compensation

Compensation will be considered when a recognisable loss is suffered by the student as a result of B&FC not meeting its obligations to the student, such as non-continuation of study.

This normally falls into two categories, either:

a) recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than B&FC, such as travel costs, or
b) an amount to recompense for material disadvantage to the student arising from a failure of B&FC to discharge its duties appropriately.

Should a disruption to or non-continuation of study be unavoidable, B&FC will seek to provide compensation in kind by offering a suitable alternative provision. Where this is not possible B&FC will, where appropriate to the individual circumstances:

i. ensure all students on the programme receive the award that recognises the stage they have reached
ii. offer advice and support to help them decide if they should transfer to a different programme at B&FC or transfer to a suitable alternative institution to complete the programme which is to be terminated
iii. offer to pay reasonable travel costs to cover at least one visit per student to an alternative provider where non-continuation of study at B&FC is confirmed
iv. put in place, in consultation with the Students' Union, a compensation plan relevant to the circumstances of the particular termination that includes provision for a refund of tuition fees and compensation in respect of additional costs reasonably incurred by students as a result of the termination, any change of programme and any relocation
v. provide any refunds due to the individual in line with the Refunds Policy

vi. ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the programme not terminated receives the remainder of that bursary or funding whether they transfer to a different programme at B&FC or to the same programme at an alternative provider

vii. ensure that any such plans prepared will take into account relevant guidance published by the Office for Students, the Office of the Independent Adjudicator for Higher Education and Universities UK good practice

B&FC will not compensate for hypothetical or speculative financial losses or for lost opportunities. Compensation will be limited to reasonable, evidenced direct losses and may be reduced if the student has failed to take reasonable steps to mitigate their losses.

3.1 Definitions of circumstances which could result in compensation being awarded

3.1.1 Non-continuation of study

A non-continuation of study occurs when B&FC is no longer able to preserve continuation of study because B&FC has terminated or intends to terminate either:

i. a Higher Education programme of study on which an individual has been offered or accepted a place before that individual can register as a student or

ii. a Higher Education programme of study on which a student is registered before that student has completed that programme.

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

3.1.1.1 Planned mid-programme termination

A planned mid programme termination occurs when B&FC can no longer preserve continuity but is able to plan and align the termination with the end of an academic year.

3.1.1.2 Unexpected programme termination

An unexpected programme termination occurs when:

i. a risk to continuation of study is sudden and B&FC has no alternative but to terminate during the course of an academic year or

ii. B&FC has failed to recruit sufficiently to a programme and closes to new recruits to the detriment of individuals who have already been offered or accepted places on that programme.

3.1.2 Disruption of study

A disruption of study occurs when B&FC is temporarily unable to provide a programme of study for a prolonged period of time and this disruption would jeopardise the ability of B&FC to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme. Examples of circumstances that may cause a disruption of study include long term industrial action or the temporary loss of critical resources following a catastrophic event such as a data centre fire.

3.2 Applying for compensation

B&FC is committed to being proactive in responding to circumstances where B&FC fails to meet its obligations, for example where an acceptable solution to preserve continuity of study has not been found. Students affected would be identified by B&FC.

3.3 Payments

Payments will be made in line with B&FC's Refund Policy and will normally only be made to the bank account holder 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 Loans Company, has their fees paid by a sponsor/managing agent or pays their own tuition fees.

B&FC reserves the right to deduct any debts owed to B&FC from any payments made.

3.4 Review

This Compensation Policy is linked to B&FC's Student Protection Plan and forms an important part of B&FC's Student Contract Terms and Conditions. It will be reviewed in conjunction with those documents.

4. Accountability

It is the responsibility of:

- Director for Students to work with the Students Union to communicate changes to students and if necessary formulate an appropriate plan for effected students
- HE Academic Board and the Executive team to review recommendations from the Director of Students in the unlikely event that a compensation plan has to be formulated

5. Student Involvement

Students were consulted in the updating of this policy through the elected representatives of the Student Union

6. Linked policies

- Student Protection Plan
- Terms and Conditions
- Student Learning Agreement / Contract
- Higher Education Taught Award Regulations
- Admissions Policy
- Careers, Education, Information, Advice and Guidance (CEIAG) Policy
- Financial Policy
- International Fees Policy
- Home Office UKVI International Student Policy
- Tuition Fee Payment Policy
- Refund Policy
- Compliments, Complaints and Feedback Policy
- Office for Students Publications

7. Linked procedures

- Student Administration Operational Finance and Banking Procedures
- Careers, Education, Information, Advice and Guidance (CEIAG) Procedure
- Compliments, Complaints and Feedback Procedure
- International Student Fees Procedure
- Financial Procedures

8. Equality Impact Assessment

Impact Assessment for the 4 strands of Equality, Safeguarding, Health and safety and Sustainability	
Initial Form to be completed with Risk Assessments or as part of a proposal or change to a policy, plan or new way of working	
Title of Activity: Higher Education Compensation Policy Name and title of proposer: Will Jerram - Director of Registry	☐New or ☒Revision ***(tick as appropriate)***

Equality and Diversity.
Are there students, apprentices, other customers, community/stakeholders, and/or colleague concerns that the proposed policy, project or change may be discriminatory or have an adverse impact on people with protected characteristics?

A	Students/Apps/Customer	No	If so, how many individuals / which groups of are likely to be affected?	
B	Community/stakeholders	No		
C	Colleague	No		

Equality group	Positive impact **High Low None**	Negative impact **High Low None**	Reason / comments for positive impact why it could benefit any /all of the equality groups	Reason /comments for negative impact /what could disadvantage any/ all of the equality groups
Sex	High	None	This policy is inclusive irrespective of sex	
Gender reassignment (Male/female/Non-binary/Transgender)	High	None	This policy is inclusive irrespective of gender reassignment	
Age	High	None	This applies to all age groups	
Race or ethnicity	High	None	Inclusive irrespective of race or ethnicity	
(Disability) Learning difference	High	None	Fully inclusive irrespective of disability	
(Disability) Physical and/or sensory	High	None	Fully inclusive irrespective of disability	
(Disability) Mental health need	High	None	Fully inclusive irrespective of disability	
Sexual Orientation	High	None	Fully inclusive irrespective of sex	
Religion and Belief	High	None	Fully inclusive irrespective of religion or belief	
Marriage and civil partnership	High	None	Fully inclusive irrespective of status	
Pregnancy and maternity	High	None	Fully inclusive irrespective of status	
Carers/care experienced	High	None	Fully Inclusive irrespective of status	
Socio Economic deprivation indicators	High	None	Fully supportive of closing economic barriers and deprivation gaps.	

What changes or actions do you recommend to improve the service, project, policy, or change to eradicate or minimise the negative impacts identified? **None identified**
Who will be responsible for monitoring these actions?

Have students, apprentices/other customers, communities and/or colleagues been consulted in the review / proposed change?

A	Students/Apps/Customers	*Yes*
B	Community	*No*

C	Colleague	*Yes*

Safeguarding: Are there any aspects of this proposal which could cause a Student/member of staff/visitor to feel unsafe? If yes, how has this been considered? What are the risks? What are the benefits?	☐ Yes ☒ No
Health and Safety: Have any risks been identified? If yes, how has this been considered? What are the risks What are the benefits?	☐ Yes ☒ No
Sustainability: Are there expected benefits or impacts on sustainability issues? If yes, how have these been considered?	☐ Yes ☒ No
Evidence: What evidence do you have for your conclusions and expectations for these conclusions? How will this impact be monitored for all these considerations?	Data from previous years
Is this policy of a high/medium or low risk?:	☐High ☐ Medium ☒Low