

# Refund Policy 2019-2020

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Date approved: 26 April 2019  
 Approved by: SMT  
 Responsible Manager (s): Head of Student Administration and Achievements  
 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	<b>Yes</b>	April 2018
• AMT	<b>Yes</b>	April 2018
• CCMT	<b>Yes</b>	April 2018
• Students	<b>Yes</b>	April 2018

Policy review frequency: annual  
*(Please delete as appropriate)*

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## 1. Scope and purpose of policy

This policy applies to home status<sup>1</sup> students only and defines the student's liabilities for fees to be paid for tuition, exams, trips and any refunds students will be eligible for should they choose to withdraw from or cancel an enrolment from a course or apprenticeship at Blackpool and The Fylde College (B&FC).

Circumstances where students may be eligible to apply for a refund are:

- they leave their course of study before they complete the course;
- they are eligible for the course to be fully funded by the ESFA at the point of enrolment or;
- they subsequently become eligible for a student loan to pay their course fees or;
- they subsequently receive sponsorship for payment of course fees or;
- in the unlikely event that there is a disruption or withdrawal of the programme of study for Higher Education students or;
- the course or trip is cancelled by B&FC or;
- the resources provided by B&FC have been returned by the student as per the terms of the loan/agreement, for example locker keys.

This policy aligns to the HE Student Protection Plan where assurances relating to continuation of study, and actions in place to mitigate the impact of any significant changes to delivery or location are clearly identified.

## 2. Policy Statement

B&FC is committed to ensuring that all refunds meeting the eligibility criteria are processed in a timely and compliant manner.

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:
  - OIA and/or QAA guidance
  - ESFA guidelines for refunds for apprenticeships
  - Student Loan Company payment profile for refunds related to student loans and Advanced Learner Loans
- Institutional responsibilities:
  - Ensuring consistency with institutional regulations

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<sup>1</sup> **Home status student definition (prior to Brexit):**

*They are a citizen of a country within the European Economic Area (EEA) or EU Single Market, or have the Right of Abode in the UK. And they have been ordinarily resident in the EEA for at least the previous three years on the first day of learning. An individual having the right to live or work in England does not necessarily make that person eligible for state funding (Home Status) for education and training. Individual immigration categories and visa types are assessed on an individual basis in line with Home Office and funding guidance.*

## 2.1 Further Education (FE) Students who have paid fees.

The following fee liability and refund eligibility schedule applies to all FE Students who have paid fees.

<b>Further Education Courses</b>		
<b>Withdrawal Point</b>	<b>Student's Fee Liability</b>	<b>Student's Refund Eligibility</b>
1 <sup>st</sup> two weeks	None	Full refund of any prepaid fees
After 2 <sup>nd</sup> week	The student is liable for fees for every month attended including the full calendar month within which the student withdraws	Refund of any fees prepaid for any full remaining calendar months of the course

## 2.2 Higher Education (HE) Students who have paid fees on courses of 1 full academic year.

The following fee liability and refund eligibility schedule applies to all HE Students who have paid fees on a programme that is one year or more in length.

<b>Higher Education Courses – 1 full academic year</b>			
<b>Withdrawal Point</b>	<b>Student's Fee Liability</b>	<b>Student's Refund Eligibility</b>	
1 <sup>st</sup> two weeks	None	Full refund of any prepaid fees	
After two weeks	See schedule below		
<b>Start Date</b>	<b>Withdrawal Date</b>		
	<b>August - December</b>	<b>January – end of spring term</b>	<b>Thereafter</b>
<b>Aug - Dec</b>	25% liability 75% refund	50% liability 50% refund	100% liability 0% refund
<b>Jan – March</b>	100% liability 0% refund	25% liability 75% refund	50% liability 50% refund
<b>April – July</b>	50% liability 50% refund	100% liability 0% refund	25% liability 75% refund

## 2.3 Higher Education (HE) Students who have paid fees on courses up to 25 weeks

The following fee liability and refund eligibility schedule applies to all HE Students who have paid fees on a condensed programme that is less than one academic year in length.

<b>Higher Education Courses – Up to 25 weeks</b>		
<b>Withdrawal Point</b>	<b>Student's Fee Liability</b>	<b>Student's Refund Eligibility</b>
1 <sup>st</sup> two weeks	None	Full refund of any prepaid fees
Up to halfway point of course	Liable for 50% of the fee	Refund of any prepaid fees over 50% of fee value
Second half of course	Full fee	No refund available

## 2.4 Students on commercial courses

The following fee liability and refund eligibility schedule applies to all students on commercial courses

<b>Commercial Course Delegates</b>		
<b>Cancellation Point</b>	<b>Fee Payer's Liability</b>	<b>Fee Payer's Eligibility</b>
Before course start date	Full fee Ability to transfer payment to another start date for the course within two year period	No refund of any prepaid fees except where B&FC cancels the course
Once course starts	Full fee	No refund of any prepaid fees except where B&FC cancels the course

## 2.5 Students on an apprenticeship where the employer has contributed to the cost.

The following fee liability and refund eligibility schedule applies to all students on an apprenticeship programme where the employer has contributed to the cost of the apprenticeship provision.

<b>Apprenticeship Provision</b>		
<b>Withdrawal Point</b>	<b>Employer's Fee Liability</b>	<b>Employer's Refund Eligibility</b>
1 <sup>st</sup> two weeks	None	Full refund of any prepaid fees
Post 2 <sup>nd</sup> week	<p>The employer co-funded contribution is either 10% or 5% of the Total Negotiated Rate. This 10% or 5% is split into 80% on-programme element and 20% completion element.</p> <p>Should an apprentice withdraw early, the employers liability is calculated based the following formula:</p> $\left( \frac{\text{On-Programme Element}}{\text{Planned Number of Months}^*} \right) \times \text{Actual Number of Months}^*$ <p><i>*A month is identified as where an apprentice is in learning on the last day of the month.</i></p> <p>This is in line with EFSA Funding calculations</p>	Refund of portion of prepaid fees based on apprentice's withdrawal month

## **2.6 Students studying Off-Premises or on Distance Learning Contracts**

The student contract with B&FC is formed on the date of their booking. They have a statutory right to cancel or withdraw their booking. Under Regulation 30 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 this statutory termination right ends 14 days after the day on which the contract is entered into.

If a student wishes to cancel the contract, this must be received in writing by emailing to one of the below, making a clear statement setting out their decision of their intention to cancel:

Fleetwood; Maritime or Offshore courses: [offshore@blackpool.ac.uk](mailto:offshore@blackpool.ac.uk)

ALL other courses: [studentadminbispham@blackpool.ac.uk](mailto:studentadminbispham@blackpool.ac.uk)

If the student books within the 14 days before the course is due to start, the student foregoes the right to a cancellation period. If the course/service is provided within the statutory cancellation period and they notify B&FC of their decision to cancel the contract in accordance with Regulation 32, the student is liable to pay B&FC fees in accordance with Regulation 36(4).

Under Regulation 36(4), the student must pay B&FC an amount: For supply of the service for the period for which it is supplied ending with the time when B&FC is informed of the decision to terminate the contract; and which is in proportion to what has been supplied in comparison to the full coverage of the contract.

## **2.7 Refunds for trips**

B&FC will refund any fees paid by students for trips where the trip is cancelled by B&FC. Refunds are not normally made where the student cancels their trip reservation; where there are exceptional circumstances a refund may be made at the discretion of the Head of Curriculum Area and approved by the Head of Student Administration and Achievements.

## **2.8 How to apply for a refund**

Students must complete a refund request form and submit it to Student Administration to be authorised by the Head of Student Administration and Achievements.

If the student is active they must confirm their bank details via the Virtual Learning Environment (VLE), and if they are no longer active or do not have access to the VLE they must complete their bank details on the refund request form.

For apprenticeships, Student Administration and MI&F will calculate if a refund of fees are due, and where appropriate refunds will be issued to employers.

To comply with anti-money laundering regulations, refunds should be paid back to the account they were originally paid from, unless otherwise authorised by the Financial Controller.

B&FC cannot accept any liability for payments made to incorrect bank accounts, as the student or sponsor provides this information on their request. It takes a minimum of 3 working days for a change of bank details to take effect.

### **3. Accountability**

It is the responsibility of:

- the student or sponsor to request a refund of their fees
- the Administration Officer to check that the form is fully completed
- the Head of Student Administration and Achievements to authorise refund requests
- the Student Administration Manager to ensure refunds comply with B&FC policy and procedure before requesting authorisation and process authorised refunds on EBS
- the finance team to make the refund payment to the student
- the Financial Controller to authorise refunds to an account other than the one making the payment
- the Head of Curriculum Area to assess refunds for trips due to a student's exceptional circumstances

### **4. Student Involvement**

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

### **5. Linked policies**

- Student Protection Plan
- Terms and Conditions
- Student Learning Agreement / Contract
- Admissions Policy
- Careers, Education, Information, Advice and Guidance (CEIAG) Policy
- Financial Regulations, Policies and Procedures
- International Fees Policy
- Home Office UKVI Tier 4 Policy
- Fees Policy 2019-20
- Tuition Fee Payment Policy 2019-20
- Compliments, Complaints and Feedback Policy
- Office for Students Publications (Student Protection Plan)

### **6. Linked procedures**

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



## 7. Equality Impact Assessment

<b>Impact Assessment for the 4 strands of Equality, Safeguarding, Health and Safety and Sustainability</b>	
<b>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</b>	
<p>Title of Activity: Refund Policy</p> <p>Author and Date: Head of Student Administration &amp; Achievements, April 2019</p>	<p><input type="checkbox"/> New or <input checked="" type="checkbox"/> Revision Please tick as appropriate</p> <p>Expected Implementation Date: Aug 19</p> <p>What is the review date? May 2020</p>
<p><b>Equality and Diversity.</b></p> <p>Which of the characteristics maybe impacted upon?</p> <p>And, if yes, how has this been considered?</p> <p>What are the risks? What are the benefits?</p>	<p>Socio-Economic</p>
<p><b>Safeguarding:</b></p> <p>Are there any aspects of this proposal which could cause a learner/member of staff/visitor to feel unsafe?</p> <p>If yes, how has this been considered?</p> <p>What are the risks? What are the benefits?</p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p><b>Health and Safety:</b></p> <p>Have any risks been identified?</p> <p>If yes, how has this been considered?</p> <p>What are the risks? What are the benefits?</p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p><b>Sustainability:</b></p> <p>Are there expected benefits or impacts on sustainability issues?</p> <p>If yes, how have these been considered?</p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p><b>Evidence:</b></p> <p>What evidence do you have for your conclusions and expectations for these conclusions?</p> <p>How will this impact be monitored for all these considerations?</p>	
<p>Is this policy of a high/medium or low risk? :</p>	<p><input type="checkbox"/> High      <input type="checkbox"/> Medium      <input checked="" type="checkbox"/> Low</p>