

Name of Policy **FURTHER EDUCATION REFUND POLICY**

Purposes To outline the College Policy for refunds in the event of course cancellations and / or student withdrawals from Further Education (including Advanced Learner Loans) and Full Cost programmes

Responsibility of / Job Title Head of Finance

Equality Assessment By Whom Head of Finance **Date** 07/2022

Version 4 **Date of next review (month & year)** 05/2024

| | Date | |
|--------------------|-------------|----------------|
| Approved by | SMT | September 2023 |
| | Corporation | October 2023 |

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|--|--|
| Related policies or procedures or parent policy if applicable | Tuition Fees Policy Complaints Policy Admissions Policy Financial Regulations |
| Groups/bodies consulted in the development of the policy | |
| To be published on College website | Yes |
| To be published on Student Hub | No |

FURTHER EDUCATION REFUND POLICY

1. Policy Statement and Scope

Macclesfield College, through its Strategic Vision Plan is committed to preserving continuity of study for all students registered on a course of study, and acknowledges its responsibilities and duties in law.

The Further Education Refund Policy outlines the arrangements for refunds that may apply to students or their employers / sponsors on Further Education or Full Cost programmes.

The Policy includes courses funded through Advanced Learner Loans.

This Policy sets out how the College will process refunds, and applies to all students registered with the College, and their employers / sponsors where fees have been paid on behalf of the student (except those on a Higher Education course of study – please refer to the separate Higher Education Refund and Compensation Policy).

The Policy shall apply to all College students, irrespective of the funding arrangements for their Further Education or Full Cost programme, including where:

- Students are in receipt of an Advanced Learner Loan from the Student Loans Company
- Students pay their own tuition fees
- Students whose tuition fees are paid by an employer or sponsor.

2. Refunds

- A **refund** relates to the repayment of sums paid by a student to the College or an appropriate reduction in the amount of sums owed in future by the student to the College.
- The College shall refund all fees in full should a course be cancelled owing to insufficient numbers, or where the College is unable to preserve the continuation of study or if the attendance of the student is not possible as a result of action taken by the College.
- The College shall also refund all fees in full should a student enrol in advance and subsequently withdraw from a course either prior to the course commencing, or on or before 14 days from the date of commencing the course (initial liability point), subject to the specific conditions detailed in Section 5.
- Invoices raised in respect of fees owed shall be credited, and any fees paid shall be reimbursed to the appropriate student, sponsor or employer within 14 days of receipt of the Request for Refund by the Finance Department.

Tuition Fee / Advanced Learner Loan – the College shall arrange for the Student Loans Company to claw back any payments made directly to the College using a Change of Circumstances instruction.

Student – where a student has made payment directly to the College themselves, a full refund will be made to the student within 14 days of the date that the approved Request for Refund is received within the Finance Department. The method of refund payment shall be consistent with the original method of fee payment in line with Section 5.

Sponsor / Employer – where fees have been paid by an employer or sponsor in respect of a student, the refund shall be made directly to the employer / sponsor. A credit note shall be raised against the customer account and the method of refund payment shall be consistent with the original method of fee payment in line with Section 5.

Refunds will not be offered where course closure is temporary or due to circumstances beyond the College's control including but not limited to fire, flood, or other force majeure, adverse weather conditions, failure of public utilities or transport / network, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

Where a student withdraws early and is entitled to a refund of tuition fees, the college may deduct the cost of any other outstanding debt from the refund, except in the case where a student's fees are paid through a tuition fee loan.

In the event of a course closure, refunds will not be paid to those learners who have:

- Voluntarily left the course.
- Not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their course tutor.

3. Course Cancellation

The College reserves the right to cancel any course with prior notice should there be an insufficient number of students enrolled on the course, or for any other operational reason determined by the College.

A course may also be cancelled in the unlikely event of the College being unable to preserve the continuation of study. In the event of a course cancellation, the College shall make every attempt where possible, to provide alternative arrangements for students already enrolled on the course. This may extend to the offer of alternate days, times or venue or acceptance to an alternate course provision.

In the unlikely event that the College is unable to 'teach out' students on a programme that is being discontinued, the College will make attempts to provide transfer opportunities to an alternative course in the first instance, or to a suitable programme at another UK College.

Should alternative arrangements not be suitable to the student, a full refund of tuition fees will be refunded to the affected students.

4. Complaints

1. Should a student believe that the College is not fulfilling its obligations in respect of further education programme delivery, or that a substandard service is being received, a formal complaint may be made where informal dialogue has proved unsuccessful.

2. All complaints are subject to the College's Complaints Procedure and should be directed to the Head of Quality & Compliance (quality@macclesfield.ac.uk), who will record and investigate the nature of the complaint.
3. At the conclusion of the investigation, a report shall be presented to the Director of Finance & Estates, who will determine the most appropriate form of redress. This may result in a requirement for the College to repeat performance, or to perform to a specific or required standard.
4. An alternative outcome may be in the form of a full or partial refund, including a reduction in fees and financial recompense where this can be clearly evidenced, or some other form of non-financial remedy.
5. The Head of Quality & Compliance will communicate the outcome to the complainant, and arrange to prepare a Request for Refund Form (**Appendix 1**) to confirm the complaint decision. Copies of the request shall be passed to the Director of MIS and to the Head of Finance.
6. Should a refund be due, this will be prepared by the Finance Department and paid within 14 days of receiving the approved request. The Head of Finance shall arrange for the affected party to be notified of the refund payment.
7. Should a refund be declined, the Head of Quality & Compliance will advise the student of the outcome, and further advise that an appeal may be submitted to the Deputy Principal within 5 working days if dissatisfied with the decision.
8. In the event that the internal Complaints and Appeals processes do not achieve a satisfactory outcome, the Office for the Independent Adjudicator (OIA) may be approached for an independent, impartial review.
9. Individual claims for redress and / or recompense through the Further Education Refund Policy will only be considered following the successful conclusion of the Complaints Procedure. All subsequent claims should clearly refer to the complaint outcome, impact of the change in course provision and steps taken to mitigate any loss.

5. Withdrawals

- In the event of a student withdrawal from a Further Education Course or Full Cost course, a refund or waiver of financial liability may only be considered where all of the following criteria apply:
 - The withdrawal is on or before 14 days from the learning start date (initial liability point)
 - the course of study is Level 2 or above
 - Course fees are £500 or more
 - Course duration is ten weeks or greater
 - The course Programme Leader has been advised and supports the reason for withdrawal.

No refund or waiver, either full or partial will be available in the event of a withdrawal where the above conditions are not met in full.

No refund or waiver, either full or partial will be available in the event of a withdrawal beyond the initial liability point.

Note. The student should consider the decision to withdraw carefully, and is advised to approach their Programme Leader and / or Student Services initially to determine what options are available to them, and the likely financial consequences resulting from their withdrawal.

6. Exceptional or Extenuating Circumstances

- Should a request be received from the student to withdraw owing to personal circumstances once a course has commenced, a refund or waiver will not be granted, unless the conditions within Section 3 apply.
- However, consideration may be given where exceptional and / or extenuating circumstances can be clearly demonstrated, including:
 - Death of spouse / partner, parent or child;
 - Serious physical or mental illness that prevents the student from continuing with his or her studies;
 - Serious personal injury that prevents the student from continuing with his or her studies.
- The above list is not exhaustive, and each request will **require the submission of certified medical or other documentary evidence**. Requests will not be considered without the appropriate documentation, and the student shall remain liable in full.
- All requests for a refund or fee waiver in these circumstances should be submitted in writing initially to the course Programme Leader, with a copy to the Head of Finance (salesledger@macclesfield.ac.uk), and should contain clear, written, documented evidence to support the request.

Requests for refunds / fee waivers will be subject to approval in accordance with the following approval limits:

| | |
|-------------|-------------------------------|
| £0 - £1,000 | Head of Finance |
| £1,000+ | Director of Finance & Estates |

7. Debt Recovery

- The student shall remain liable for all fees due unless a refund or fee waiver is approved, and irrespective of loan application status and payments received by the College to the date of withdrawal.
- The College Debt Recovery Procedures shall apply where fees remain outstanding until a refund or fee waiver has been approved, or where a refund / fee waiver request is refused following withdrawal.
- The College may pass student or company details to a third-party collection agency to support debt recovery action should fees owing to the College remain outstanding

beyond their due date, in accordance with Article 6(1) (b) of the General Data Protection Regulation.

8. Administration of Refunds

Refunds will be processed by the Finance Team within 14 days of the Request for Refund instruction being received, and where possible shall be made via the same payment method, through which the College received the funds in the first instance.

| Payment method | Payment Details |
|----------------|--|
| BACS | All payments of refunds shall be made by BACS where bank details are available. |
| Card / Online | Payments originally made by card payment shall be refunded to the same card where possible. |
| Cheque | Cheque payments shall be made where refund by BACS or card is not possible. |
| Cash | No refunds shall be made in cash. Any payment of fees by this method shall be refunded by BACS where bank details are available; else, payment shall be made by cheque. |

9. Data Protection

The College will comply with the Data Protection Act 1998 and General Data Protection Regulation (GDPR) by ensuring that personal data collected in relation to this policy is:

Collected and processed lawfully, fairly and transparently for only specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Further processing for archiving purposes in the public interest, research purposes or statistical purposes shall not be considered incompatible with the initial purposes.

Adequate, updated and relevant and not excessive for the purposes it was collected.

Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures. This includes not being transferred to a country outside the European Economic Area, unless that country has equivalent levels of protection for personal data.

Kept in a form, which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed. Personal data may be stored for longer periods solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals.

The College Data Protection Policy is available through the College website (<https://macclesfield.ac.uk/awards-policies-and-values/student-and-college-policies/>) or on request, and is managed by the Director of HR.

Subject Access Requests and enquiries in respect of data protection, handling and use of data by the College should be directed to the College Data Protection Officer (dpo@macclesfield.ac.uk).

Appendix 1 – Request for Refund Form

REQUEST FOR: REFUND / FEE WAIVER / CREDIT NOTE (Individual requests)

| | | |
|---|--|---|
| 1. REFUND / FEE WAIVER / CREDIT NOTE DETAILS | | |
| Requested By: | | Date Requested: |
| Student Name: | | Student No: |
| Course Title: | | |
| Course Code: | Start Date: | Refund / Waiver Amount: £ |
| Reason for Request (delete as appropriate): | Cancellation / Complaint / Withdrawal / Overpayment / Other (state below): | |
| | | |
| Please pass for authorisation once completed | | |
| Note: Please ensure any supporting evidence / reasons for the request are attached to the refund request. In the event of a withdrawal, please ensure that the student is made aware of any financial implications as detailed in the College Refund Policy. | | |
| 2. AUTHORISATION TO PROCESS REFUND / FEE WAIVER / CREDIT NOTE | | |
| Please tick appropriate option | | |
| Approved: | <input type="checkbox"/> | Issue Refund / Credit Note / Credit Letter (delete as appropriate) |
| Refused: | <input type="checkbox"/> | Refusal Letter Issued Date (if applicable): / / |
| Reason for option chosen: | | |
| Authorised By (Name): | | Authorised Signature: |
| Authorised Date: | | |
| 3. FINANCE USE | | |
| 3A. Confirmation of Prior Related Payments | | 3B. Refund Details |
| Amounts Paid to College: £ | | Amount to Repay: £ Date: / / |
| Original Payment: Online / Cheque / Instalment / Card / Cash / Bank Transfer (delete as required) | | Refund Method: Online / BACS / Cheque / Credit Letter / Refusal Letter |
| Paid Date: | | Payment Reference: |
| Evidence Attached By: | | 3C. Credit Note Details (if applicable) |
| Date: | | Credit Note Value: £ Date: / / |
| Additional Comments: | | Credit Note Journal Reference: |
| | | Nominal Code: |
| Processed in Finance By: | | Processed Date: |
| Approved By (Finance Manager): | | Approved Date: |
| 4. MIS USE | | |
| Database Amended | | |
| Input By: | | Input Date: |

White Copy: Finance Team

Yellow Copy: MIS Team