



**UNIVERSITY  
ACADEMY 92**  
MANCHESTER

## **Refund and Reimbursement Policy**

**Implementation date:**

**September 2018**

**Version number:**

**1.1**

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	✓	Policy
		Regulations
		Procedure
		Code of Practice
		Guidance
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	✓	Finance
		Governance and Compliance
		Marketing and Engagement
		Operations
		People
		Registry and Quality
	✓	Student Life
		Student Recruitment and Admissions
	Other	
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<b>Information Governance</b>	Not applicable	
<b>Students</b>	Yes	
<b>Employee Engagement Forum</b>	Not applicable	
<b>External</b>	Not applicable	

<b>REVISION HISTORY</b>			
<b>Version</b>	<b>Date</b>	<b>Revision description/Summary of changes</b>	<b>Author</b>
1.1	29 <sup>th</sup> July 2021	Updating of job roles and areas of business. Addition of 'apprentice' into policy body.	Student Administration Assistant


## **1. Purpose**

- 1.1 This policy sets out the arrangements that would apply in the unlikely event that a student or apprentice registered with University Academy 92 (UA92) is unable to continue or complete their course of study due to actions UA92 has taken. These might be voluntarily, for example course closure, or out of necessity, such as due to a force majeure event, which affect its ability to deliver courses, maintain the site or facilities. Examples would be:
- i. industrial action by UA92 staff or third parties;
  - ii. the unanticipated departure of key members of UA92 staff;
  - iii. damage to buildings or equipment;
  - iv. power failure;
  - v. acts of terrorism;
  - vi. the acts of any governmental or local authority; or
  - vii. where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students or apprentices enrolled on it.

## **2. Scope**

- 2.1 This policy applies to all students and apprentices registered with UA92 to study a UA92 course with an award validated by Lancaster University.
- 2.2 This policy and its commitments would only apply in the unlikely event that that UA92 had taken the decision to suspend, discontinue or withdraw a course which determined that continuation of study could not be delivered (“non-continuation”).
- 2.3 This policy covers refunds or reimbursement in instances of non-continuation, where a student or apprentice is prevented from continuing or completing their course of study.

## **3. Policy statements**

- 3.1 UA92 has procedures in place to ensure that all courses offered are planned on a sustainable basis, supported by appropriate levels of staffing, facilities and resources. The programmes will be reviewed periodically in light of national and international changes to curriculum and context, student demand and other relevant factors to ensure that they remain sustainable for the future.
- 3.2 From time to time, UA92 may take the decision to close a course. UA92 policy is that any course closure would not affect students or apprentices who are already enrolled on the course, with all students and apprentices being supported to complete their course of study. At all times existing students and apprentices will be protected as far as possible to ensure that they can complete the course they have been admitted to.

3.3 If due to exceptional circumstances courses cannot be supported through to completion, students and apprentices would be offered a transfer to another suitable course of study at UA92 or at Lancaster University, with additional support arrangements put in place as appropriate to the individual circumstances.

3.4 On occasions, UA92 may take the decision, prior to the start of the academic year, not to run a new intake on a course. Any prospective students or apprentices would be notified at the earliest opportunity and would be provided with support to find an alternative course of study.

### **Commitments in the event of non-continuation of a course under this policy**

**3.5 Tuition fee refunds:** The commitment is that tuition fee refunds would be made to the original provider of the payment to UA92. This could be the Student Loans Company, the student or apprentice themselves or a sponsor. The level of refund would be calculated in light of the circumstances of the issue arising.

**3.6 Additional costs incurred:** Where an actual financial loss would be incurred by a student or apprentice from any change proposed (for example to enable them to complete the course of study at an alternative location), this would also be compensated on the basis of documentary proof of actual loss incurred. Food, accommodation and other general living expenses would not normally be reimbursed, as a student would have to pay for these whether they are studying or not but each case would be reviewed individually. However, if the student or apprentice can demonstrate that they had to pay more for accommodation as a result of the change than otherwise they would have done, then this would be considered.

**3.7 Alternative location for programme of study:** Where teaching of a course or full programme needs to be provided at an alternative location then travel and accommodation would be subsidised and compensated accordingly. In the unlikely scenario that study would take place elsewhere, UA92 will continue to provide teaching and student provision from an alternative location or at the Lancaster University Campus (Bailrigg). Full contingency and student protection plans have been assessed for such an eventuality.

**3.8 Other commitments:** In addition to the above, and depending on the individual circumstances, UA92 would honour the following:

- i. any existing commitments to student bursaries or other awards throughout the course of study;
- ii. in circumstances where students or apprentices transfer courses to a provider within the same country but with higher tuition fees than UA92, the marginal increase will be considered for payment by UA92 direct to the new provider.

**3.9 Compensation for distress and inconvenience:** UA92 will take into consideration guidance from the Office for the Independent Adjudicator's own

judgements as to whether it may be also appropriate to consider payments for distress or inconvenience. The indicative compensation bands are available on the [OIA website](#).

#### **4. Related documentation**

- UA92 Student Complaints Policy and Procedure.
- UA92 Tuition Fees Policy.
- UA92 Student Communication Policy.