

The University of Plymouth

Compensation and Refund Policy

This policy should be read in conjunction with our Student Contract and Student Protection Plan (“Plan”). In the event of any conflict between this policy and the Student Contract and/or Plan then the Student Contract shall take priority, then the Plan and then this policy.

University Senate (which includes student representation via the University of Plymouth Students Union) will consider this Policy annually. The Compensation and Refund Policy will be made available to all students and prospective students via the University website. The University’s Academic Registry will be responsible for ensuring staff are aware of and implement the Student Protection Plan.

This policy applies if you are a student studying with the University of Plymouth on one of its campuses. If you are studying on a University of Plymouth award through a partner institution then this policy may apply. Where a partner institution is not registered with the OfS as a provider of Higher Education, or the programme is delivered on a franchise or contracted out basis in the UK, this policy applies. In other cases you should look to the Compensation and Refund Policy of the partner institution.

We will review this policy at least annually and update and amend as required. We also reserve the right to amend this policy from time to time based on legal or regulatory change affecting you or us or best practice in the higher education sector.

For the avoidance of doubt, you are not able to obtain redress under both the Plan and this policy. In some instances you might be given a choice between accepting redress under either the Plan or the policy in which case you will be able to opt to accept redress under only one of the Plan or this Policy but not both.

Where a partner has its own student protection plan that that plan will take priority over the Plan and a student’s recourse should be via the partner’s student protection plan in the first instance. Any redress by a student under a partner student protection plan will be taken into account when a student seeks secondary redress under the Plan.

In addition where a partner has its own refund and compensation policy that that policy will take priority over this policy so that a student’s recourse should be via the partner’s refund and compensation policy in the first instance. Any redress by a student under a partner refund and compensation policy will be taken into account when a student seeks secondary redress under this policy.

Our Student Contract explains that, in exceptional circumstances, it may be necessary for the University to revise the content or delivery of programmes or discontinue or suspend programmes, often in circumstances outside our control. Whilst it is unlikely occasionally, the delivery or administration of programmes or modules may not meet the high standards we expect.

We may also cancel a programme before it starts when we judge that it will not be viable for academic, regulatory, legal, commercial, financial or other reasons. This policy would only apply in these circumstances if you have applied for a place on the course we have had to cancel and you have accepted an offer to study on that course with the University.

These instances are very rare: we work hard to anticipate any changes to our provision in order to minimise disruption to you and to enable you to complete your studies as intended. We explain how we will do this in our Student Protection Plan. However, after exploring all possible options, there may be occasions where it is not possible for us to preserve the continuation of your study or, even if your study can continue, it will be significantly disrupted.

In these cases, you may be eligible for a refund of fees and other payments made to the University, in full or in part, and/or compensation for other losses you have incurred.

The University does not accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this policy. The University will cover only foreseeable loss.

Sometimes the University will make proposals for refund or compensation to you when any of the matters mentioned above arise. If the University does not make proposals or you do not consider the proposals for refund or compensation to be acceptable then you should use the University's Student Complaints Procedure. This policy will be considered by the University in relation to any complaint it receives.

We will consider eligibility for refund and/or compensation on a case-by-case basis and will take into account factors including (but not limited to):

- the scale and impact of the matters affecting you;
- travel or accommodation costs (e.g. where you are having to relocate because the University has to move your programme to an alternative location or you have to transfer to another provider);
- maintenance costs (e.g. childcare if student contact sessions have to be delivered at times outside the normal University teaching day/week);
- what mitigation we have put in place that you may or may not have taken advantage of – including the provisions set out in the Student Protection Plan;
- how much of your programme you have completed;
- what is reasonable in all of the circumstances.

The Dean of your Faculty or Director of Academic Partnerships will consider eligibility for refund and/or compensation, and the amounts to be awarded, for students at partner institutions. In some cases, we will establish set rates for compensation of accommodation or travel costs, which will be applied automatically to all affected

students. We will explain clearly how we have calculated these set rates. In other cases, we may ask you to provide evidence of costs which you have incurred for which you are seeking compensation. You will be advised about what will happen and what you will need to do at the appropriate time.

If you are unhappy with the action the University has taken to deal with issues of refund and compensation and in particular disruption to or cessation of your study, then you may use the University's Student Complaints Procedure to raise your concerns. The University hopes the above procedure will satisfactorily resolve your problem. Very occasionally, this may not be the case; in this instance, you are able to ask the Office of the Independent Adjudicator for Higher Education (OIA) to review your complaint and the way in which it has been handled by the University. You can only refer your complaint to the OIA when you have exhausted the University's complaints procedure.

This policy does not cover instances where you may be considering withdrawing from or interrupting your studies for personal reasons. If you are thinking about this, please get in contact with your programme leader/research degree supervisor and seek advice - just talking to someone may be enough to put you back on track. Students choose to interrupt study or withdraw for a variety of reasons and we may be able to help.

If you decide that you do not want to continue with your studies in this academic year, it is important that you correctly withdraw or interrupt study as there are academic and financial implications that you need to consider. For international students there will also be implications with regard to your visa.

You can find more information at: <https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations/withdrawing-from-or-suspending-study>