

Refund and Compensation Policy

XCL

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Introduction

This Refund and Compensation Policy is part of the Student Protection plan which we are required to publish as a registered higher education provider with the Office for Students <https://www.officeforstudents.org.uk/>.

This policy sets out the entitlement and expectations in situations where risks materialise and disruption or cancellation occurs to a student's study and compensation or refunds may be the most suitable outcome for students. XCL also recognises that an individual's circumstances may change or the choice to study or course of study may change and sets out what students can expect in these situations as well as situations where compensation is a suitable remedy in the rare occurrence of not delivering the services agreed by XCL. We welcome the opportunity to rectify issues, clarify misunderstandings and respond constructively on any occasion when there is cause for dissatisfaction with a particular service or another aspect of the provision.

Policy

This policy aims to be fair to all parties and will be enacted in a clear and transparent manner keeping in line with good practice principles and recommendations within the revised UK Quality Code <https://www.qaa.ac.uk/quality-code>.

Refunds will be applicable in scenarios such as but not limited to:

- Closure of XCL as a whole, either permanently or temporarily
- Unforeseen and unmitigated temporary closure of part of XCL
- Planned closure
- Inability to provide the continued service of teaching provisions such as sustained loss of materials, resources or staff
- The departure of members of staff in highly specialist areas of provision.
- Withdrawal from the programme of study within the timeframes listed below.

Compensation may be applicable in such circumstances but not limited to scenarios such as

- The course of study is disrupted and additional costs are incurred or agreed quality of provision is not preserved and circumstances for non-continuation
- Tuition fees and maintenance costs of any study which have incurred due to XCL not meeting its obligations.
- Any additional tuition fees or maintenance costs as a result of transferring from another XCL Programme
- Any additional travel expenses incurred as a result of changing location
- Any distress and inconvenience that has been caused by XCL within reasonable expectations.

XCL is committed to ensuring that all students have the opportunity to complete their programme, and to receive the appropriate learning opportunities set out as part of the programme offer and in terms and conditions. XCL encourages students to inform XCL of any cause for concern, and the Complaints Procedure exists to enable students to make complaints about such matters. Any complaints or claims as detailed in this policy, should in the first instance be submitted to [Student Support](#).

Claims for Refunds and Compensation

If XCL is not able to complete or teach out a programme and there is no suitable alternative other mutually agreeable courses at XCL the study agreement will be brought to an end and students will be refunded fees already paid to us, subject to appropriate and reasonable deductions in for credits used in “recognition of prior learning “transferred to other institutions, and students will not be under any obligation to pay any further fees to XCL.

Where XCL is not able to teach out a programme but can deliver an appropriately modified version of the same course or there is a suitable alternative course at XCL but the student does not wish to transfer to that course the student is given the option of ending the contract with XCL. In those circumstances, the student is not under any obligation to pay any further fees to XCL but is not entitled to any refund of fees already paid.

****At times it may be required to modify a programme or course to keep the subject matter relevant and current to sector developments and in cases where this occurs, no refunds or compensation will be given.***

Where costs have been incurred due to changes in the programme, unsuitability of professional memberships, additional travel costs, distress, loss of opportunities or resources to study, students can make a claim for compensation which should be made in writing to the Student Office in the first instance. This should contain as much information as possible and the basis for any estimates of costs should be set out. Claims will be considered within 28 days and the outcome will be communicated to each applicant in writing.

Withdrawal from Programme

XCL recognises that at times it may be necessary for a student to withdraw from a programme due to unforeseen circumstances. If fees have been paid before registering on a course, then a student is deemed to have withdrawn within the 14 days of starting a course and therefore entitled to a full refund. Where there are circumstances that the student could not have possibly foreseen before agreeing to study and paying study fees, these should also be communicated as the entitlement to an increased refund can be considered above the rates set out in the table below.

Deposit Refunds

The deposit is non-refundable except in one or several of the following circumstances:

- In the event of an error/default by XCL
- If XCL terminates a course after the course start date and before the course completion date
- If XCL does not provide a course as advertised due to circumstances beyond its control;
- If you have serious exceptional circumstances such as:
 - Serious personal accident or injury of self or close family member
 - Death of close family member(s)
 - Medical emergency or requirement of long-term medical care of self or close family member(s)
- Impact of natural disaster or civil disruption
- If you apply for your visa in good time but it is granted too late for you to join your course. In this instance, we will require evidence as to when your visa application was made and when your visa was granted.
- In the event of a rejected student visa application, if you can provide evidence that the visa application made was valid such as proof that you have the finance and qualifications required and the documents provided are genuine. Please note, this

will need to be submitted at least 15 working days before the latest start date of the course.

The list above is non-exhaustive and a request for a deposit refund will be considered on a case-by-case basis by XCL.

An application for an exceptional circumstance refund of the deposit due to illness or bereavement must be supported by documentary evidence from an official source before a refund can be approved. Refunds in relation to exceptional circumstances are at the discretion of the Department of Finance.

Withdrawal from Programme including an inability to attend due to travel restrictions	Refund of fees paid
Before registration, or within 14 days of registration or the Programme start date	No refund of the deposit paid on registration. 100% refund of remaining tuition fees.
Thereafter	No refund of the deposit paid on registration. No refund of remaining tuition fees for any academic period covered. 100% refund of tuition fees for any academic period after the withdrawal date.

Please note that the date of withdrawal is considered to be either the date XCL is notified or the last date attended, whichever is the latter.

Process for Refunds and Compensation

To apply for a refund or compensation, all applications must be made in writing to the Student Office. Any reimbursements will be made to the original method of payment, including student loans companies, sponsors etc except in the case of compensation for other losses, additional costs and other expenses incurred due to XCL failing to meet its obligations in which case payment can be made to the applicant's bank account on production of the relevant documentation such as receipts and invoices. Under no circumstances will payment be made to anyone other than the applicant or associated loan or sponsorship organisation.

In making an assessment for compensation or a refund, the following factors will be taken into account when considering the application:

- Whether XCL failed in its duty to deliver on specific material undertakings given to students in the way the programme would be delivered.
- If sufficient opportunity was given to students and students had an equitable and reasonable opportunity to complete the course.
- Whether there has been a demonstrable loss or impact on the student.
- If the student achieved the learning outcomes for their course or a suitable opportunity for continuation was provided with no material loss to the student.
- If students have met their responsibility to minimise losses.
- If the final qualification achieved was affected or any vocational opportunities have been impacted.
- If alternative arrangements/adjustments were made available for students to minimise loss and whether students took advantage of them.
- If XCL has communicated effectively, appropriately and within appropriate timescales with students throughout the process.
- If a refund or compensation payment is the most appropriate way to deal with the issue.

Complaints

Where a student is dissatisfied with the outcome of an assessment for refunds or compensation, the student is invited to invoke the formal part of the Complaints procedure. Any outcome of an assessment or subsequent complaint will be responded to in one calendar month with a clear explanation of the reasoning behind the outcome