

# Open College of the Arts (OCA)

## Refund and Compensation Policy

Version number	Status	Policy owner	Approved by	Date of approval	Date of next review
1	Approved	Head of Finance	Principal	07/06/2018	
2	Approved	Head of Finance	Principal	13/01/2020	
3	Approved	Head of Finance	Principal	25/02/2020	
4	Approved	Head of Finance	OMG	08/03/2021	
5	Approved	Head of Finance	OMG	18/11/2021	June 2022
6	Approved	Head of Finance	OMG	July 2022	June 2023
7	Approved	Head of Finance	CQC - Chair's Action	July 2023	June 2024

### 1. The purpose of this policy

- 1.1. This policy sets out the conditions for receiving a refund, compensation and the process by which to claim a refund and/or compensation, and how this is actioned by OCA.
- 1.2. This policy also covers refunds and compensation for the continuation of study linked to the Student Protection Plan (SPP) of your awarding university.

### 2. Who does this policy apply to?

- 2.1. This policy is applicable to all students at OCA on short courses, foundation courses, undergraduate degrees, and postgraduate degrees.
- 2.2. Students on short courses are covered by this policy, except paragraphs 7.2 and 7.3.

### **3. Linked and other relevant policies and legislation**

- 3.1. This policy is subject to OCA's [Terms and Conditions](#).
- 3.2. This policy is informed by and compliant with the [Consumer Rights Act 2015](#), the [Consumer Contracts Regulations 2014](#), and informed by the Competition and Markets Authority guidance.
- 3.3. This policy should be read in conjunction with OCA's [Admissions Policy](#).
- 3.4. For students registered with UCA, please refer to the UCA [Student Protection Plan](#) and [Academic Regulatory Framework](#).
- 3.5. For students registered with The Open University, please refer to The Open University [Student Protection Plan](#) and [Academic Regulations for Subsidiary Institutions of the Open University](#).

### **4. General principles**

- 4.1. The Open College of the Arts understands and acknowledges it will be necessary to consider each student's circumstances on a case-by-case basis, subject also to compliance with OCA [Terms and Conditions](#) and to the wider consumer law regime applied in England and Wales.
- 4.2. Any refund will be returned in sterling to the account from which the payment was made using the original payment method where possible; including refunds to Student Finance England, Student Finance Wales, Student Finance Northern Ireland, or to a third party who has provided payment via sponsorship or third-party credit or debit card. Students are responsible for any charges levied by their own bank. Verification of the original payment method details may be requested before any refund is made or alternative details sought if required.
- 4.3. Any compensation will be returned in Pound Sterling to the account details provided by the student.
- 4.4. OCA does not pay interest on any fees or other amounts returned to students, unless otherwise agreed in writing by the college.
- 4.5. Any refunds paid will be calculated based on the fee paid by the student at the time of enrolment, not the current fee if there has been a fee increase between the student enrolling and claiming a refund.
- 4.6. For refunds within the standard 14-day cancellation period inclusive, refunds will only be processed once a cancellation form has been received.
- 4.7. Discounts are non-refundable, all discounts applied will be revoked and deducted from any refunds made.

### **5. Refund of course fees**

- 5.1. Students can claim a full refund for a course for a period of up to 14 days inclusive after entering into their contract (when they receive the Confirmation of Enrolment Notification) with OCA by submitting a completed [cancellation form](#).
- 5.2. No refund is payable after the 14-day cancellation period inclusive has lapsed.
- 5.3. These conditions apply to students who pay by instalments as well as those that pay in full.
- 5.4. If, by non-engagement with your course as defined in OCA's [Active Study Policy](#), students will be withdrawn from studies, as specified in the [Terms and Conditions](#), students will not be eligible for a refund of fees due and remain liable for any fees outstanding at that point.

- 5.5. If you have entered into a contract subject to paragraph 17.4.4 of the [Academic Regulations for Subsidiary Institutions of The Open University](#) and section 2 of the [Progression and Continuation Policy](#), you will not be liable for fees for the unit you have joined in the event that:
- 5.5.1. You have failed a previous unit at assessment and exhausted all resubmission or retake options and;
  - 5.5.2. You are unable to progress on your specified programme of study, and;
  - 5.5.3. The 14 day cancellation period specified in paragraph 8.1 of the [Terms and Conditions](#), has passed.

## **6. Refunds of other fees**

- 6.1. Study visit fees are refundable in the event of OCA or the Student Association having to cancel an event.
- 6.2. Course and/or unit transfer fees are refundable if cancelled within 14 days inclusive of the transfer of course and/or unit (see 5.1).
- 6.3. All other fees charged by the OCA are non-refundable.

## **7. Refunds in exceptional circumstances**

- 7.1. In exceptional circumstances an institutional decision may be made to refund or reduce a student's fees. The decision to approve Exceptional Refunds and/or Reduction of fees are made by the OCA Extenuating Circumstances Panels and the Finance, Employment, Audit, and Risk Committee determine the amount of refund or reduction of fees on a case-by-case basis for reasons such as, but not limited to, all available student support options being exhausted. Any amounts paid by students or their funding provider above the agreed reduced fees will be refunded (see 4.2).
- 7.2. In the event that the Student Protection Plan is triggered, if OCA makes a decision to withdraw a qualification and it is not possible to employ the teach-out arrangements, students may be offered the following options in order to preserve continuation of study:
  - 7.2.1. The opportunity to transfer to an alternative OCA qualification.
  - 7.2.2. The opportunity to transfer to an alternative qualification at another institution which might be at the awarding institution, where a) is not available or is not accepted by the student.
- 7.3. Refunds and/or compensation where there is no suitable alternative qualification at either OCA, the awarding institution, or another institution or the proposed options are reasonably rejected.
- 7.4. OCA will refund any tuition fees or wasted mandatory course-related costs that have been paid in advance for future studies, and will meet any additional costs incurred to ensure continuity of study up to the point of the termination of contract with OCA. This will be determined on the basis of evidence of financial disadvantage and on a case-by-case basis at the discretion of the Head of Student Services and/or nominated representative, and in line with OCA [bursary schemes](#) (where applicable).
- 7.5. Where OCA makes changes to a course after a contract has been formed, and consent is not given by a student for that change to be made and the student decides to withdraw from OCA, a reduction of fee liability will be applied for any

aspect of the course not delivered as at that point (defined by the projects and/or assignments undertaken up to that point on the course). For accurate information regarding your circumstances please contact [accounts@oca.ac.uk](mailto:accounts@oca.ac.uk).

## 8. Compensation

8.1. Compensation may be awarded where alternative actions or remedies are unable to resolve an issue, including where continuation of study is not available. In all circumstances, OCA will explore alternative solutions before compensation is considered. The exact amount of compensation would be determined on a case by case basis by OCA, following the [OIA guidance on putting things right](#), and split into three bands of compensation:

8.1.1. Moderate; compensation up to £500. May be issued in instances where:

- 8.1.1.1. OCA has done or not done something that causes or has caused distress or inconvenience in the short term (less than six months)
- 8.1.1.2. Minor maladministration, mishandling or unreasonable handling of a complaint causing unnecessary delays or distress.
- 8.1.1.3. Unreasonable or avoidable substantial delays (eg. over six months) that have caused distress or inconvenience
- 8.1.1.4. Moderate delays (less than six months) where there is evidence to suggest student suffered actual disadvantage
- 8.1.1.5. A decision made by OCA was unreasonable, had no academic impact, and caused distress or inconvenience.

8.1.2. Substantial; compensation between £501 and £2000. May be issued in circumstances where:

- 8.1.2.1. OCA has done or not done something that has caused distress or inconvenience in the long term (more than six months)
- 8.1.2.2. Procedural flaws in OCA processes that have not affected an outcome, but caused distress or inconvenience
- 8.1.2.3. Evidence of circumstances caused a perception of bias during completion of OCA internal procedures
- 8.1.2.4. Substantial maladministration which has disadvantaged a student
- 8.1.2.5. Substantial mishandling of a complaint which caused unreasonable or substantial avoidable delays to a student (over six months) and where this delay has disadvantaged a student
- 8.1.2.6. A decision made by OCA was unreasonable, had no academic impact, and caused substantial distress or inconvenience.

8.1.3. Severe; compensation between £2001 and £5000. May be issued in circumstances where:

- 8.1.3.1. OCA has not properly considered its responsibilities under relevant equality legislation or not considered appropriate guidance
- 8.1.3.2. An OCA decision about the central issue of a complaint is deemed unreasonable and results in severe distress and inconvenience
- 8.1.3.3. Procedural flaws in OCA internal processes where had they not occurred would have led to a different outcome
- 8.1.3.4. Clear and time relevant evidence to suggest that the student suffered ill health because of something OCA did or did not do

- 8.1.3.5. Major maladministration, procedural flaws, delays, or other breaches of natural justice in OCA's internal processes that have disadvantaged a student
  - 8.1.3.6. Serious interference or bias during consideration of a complaint
  - 8.1.3.7. Serious and unexplained delays leading to disadvantage
  - 8.1.3.8. Where a student has been seriously disadvantaged but a practical remedy is not appropriate or possible.
- 8.2. Discretionary refunds or reduction of fee liability may be awarded by the Head of Finance and/or the Principal, even in cases whereby fault or liability against OCA has not been proven.
  - 8.3. Fee waivers may be granted by the Head of Finance and/or the Principal where there are cases of maladministration, or inconvenience or delay caused by things that OCA has or has not done.
  - 8.4. In all cases whereby a fee refund or fee waiver is issued, and the student is funded by a third party such as the Student Loans Company, the third party will be notified of the refund and/or waiver.
  - 8.5. Compensation is considered and where appropriate awarded by the Finance, Employment, Audit, and Risk Committee, including the amount to be issued.

## **9. Support for the policy**

- 9.1. Should you need any help with this policy whilst you are enrolling to an OCA course, you should contact our Finance team at [accounts@oca.ac.uk](mailto:accounts@oca.ac.uk) where they will be able to answer any queries you have.

## **10. Control of the policy**

- 10.1. This policy was authored by Danielle Derrick, Head of Finance in consultation with OCA employees and given approval through OCA Oversight Management Group.

## **11. Reviewing the policy**

- 11.1. OCA will work closely with the Student Association to gather student feedback on the outline of the policy, its intentions, the administration of the policy, and a review of all these points in practice. These will then be fed into the next review point for the policy.
- 11.2. This policy will be reviewed annually, the last review point was July 2022, and the next review is due in June 2023. If you would like to raise any issues around this policy then you should contact [accounts@oca.ac.uk](mailto:accounts@oca.ac.uk), or if you are a student, you might also wish to raise these with the appropriate Student Association representative.

## **12. Changes from the last policy**

- 12.1. Introduction of paragraph 5.5 limiting fee liability
- 12.2. Splitting Compensation arrangements to a new section (8) from refunds