

Refund and Compensation Policy

From August 2024

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1. Policy Summary

- 1.1. This policy sets out the conditions for receiving a refund, and/or 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. Scope

2.1. What does this policy cover?

- 2.1.1. This policy is applicable to all students at OCA on Units (Undergraduate studies), Programmes of Study (Postgraduate studies), or Courses (Foundation or Short course).
- 2.1.2. Students on short courses are covered by this policy, except paragraphs 6.2 and 6.3.

2.2. What does this policy not cover?

- 2.2.1. This policy does not cover student fees, how fees are set or the rules around fee liability which can be found in the [Student Fees Policy](#).

3. General Principles

- 3.1. 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.
- 3.2. 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, Student Awards Agency Scotland 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.
- 3.3. Verification of the original payment method details may be requested before any refund is made or alternative details sought if required.
- 3.4. Any compensation payments will be made in Pounds Sterling to the account details provided by the student.
- 3.5. OCA does not pay interest on any fees or other amounts returned to students, unless otherwise agreed in writing by the college.

- 3.6. 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.
- 3.7. For refunds within the standard 14-day cancellation period inclusive, refunds will only be processed once a cancellation form has been received.
- 3.8. Discounts are non-refundable, all discounts applied will be revoked and deducted from any refunds made.

4. Refund of Unit, Programme of Study, and Course fees

- 4.1. Students can claim a full refund of fees paid for a Unit, Programme of Study, or 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](#).
- 4.2. No refund is payable after the 14-day cancellation period inclusive has lapsed.
- 4.3. If you are not engaged with your course as defined in OCA's [Active Study Policy](#), you will be withdrawn from your studies. As specified in the [Terms and Conditions](#), you will remain liable for your fees and will not be eligible for a refund.
- 4.4. 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 and will receive a refund of any fees paid for the Unit you have joined in the event that:
 - 4.4.1. You have failed a previous Unit at assessment and exhausted all resubmission or retake options and;
 - 4.4.2. You are unable to progress on your specified Undergraduate Programme of Study, and;
 - 4.4.3. The 14 day cancellation period specified in paragraph 8.1 of the [Terms and Conditions](#), has passed.

5. Refund of other fees

- 5.1. Study visit fees are refundable in the event of OCA or the Student Association having to cancel an event.
- 5.2. Course and/or Unit transfer fees are refundable if cancelled within 14 days inclusive of the transfer of the Course and/or Unit (see 4.1).
- 5.3. All other fees charged by the OCA are non-refundable.

6. Refunds in exceptional circumstances

- 6.1. In exceptional circumstances an institutional decision may be made to reduce a student's fee liability as outlined in 7.3 of the [Student Fees Policy](#). Any amounts paid by students or their funding provider above the agreed reduced fees will be refunded (see 3.2).
- 6.2. Where a student's fee liability has been reduced due to OCA discontinuing a Unit, Programme of Study or Course as outlined in paragraph 7.7 of the [Student Fees Policy](#), any amounts paid by students or their funding provider above the agreed reduced fees will be refunded (see 3.2).
- 6.3. Where a student's fee liability has been reduced due to OCA making changes to a Unit, Programme of Study, or Course after a contract has been formed as outlined in paragraph 7.6 of the [Student Fees Policy](#), any amounts paid by students or their funding provider above the agreed reduced fees will be refunded (see 3.2).
- 6.4. In the event of the death of a registered student any outstanding fees would be written off.

7. Compensation

- 7.1. 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:

- 7.1.1. Moderate; compensation up to £500. May be issued in instances where:
- 7.1.1.1. OCA has done or not done something that causes or has caused distress or inconvenience in the short term (less than six months).
 - 7.1.1.2. Minor maladministration, mishandling or unreasonable handling of a complaint causing unnecessary delays or distress.
 - 7.1.1.3. Unreasonable or avoidable substantial delays (eg. over six months) that have caused distress or inconvenience.
 - 7.1.1.4. Moderate delays (less than six months) where there is evidence to suggest student suffered actual disadvantage.
 - 7.1.1.5. A decision made by OCA was unreasonable, had no academic impact, and caused distress or inconvenience.
- 7.1.2. Substantial; compensation between £501 and £2000. May be issued in circumstances where:
- 7.1.2.1. OCA has done or not done something that has caused distress or inconvenience in the long term (more than six months).
 - 7.1.2.2. Procedural flaws in OCA processes that have not affected an outcome but caused distress or inconvenience.
 - 7.1.2.3. Evidence of circumstances caused a perception of bias during completion of OCA internal procedures.
 - 7.1.2.4. Substantial maladministration which has disadvantaged a student.
 - 7.1.2.5. 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.

- 7.1.2.6. A decision made by OCA was unreasonable, had no academic impact, and caused substantial distress or inconvenience.
- 7.1.3. Severe; compensation between £2001 and £5000. May be issued in circumstances where:
 - 7.1.3.1. OCA has not properly considered its responsibilities under relevant equality legislation or not considered appropriate guidance.
 - 7.1.3.2. An OCA decision about the central issue of a complaint is deemed unreasonable and results in severe distress and inconvenience.
 - 7.1.3.3. Procedural flaws in OCA internal processes where had they not occurred would have led to a different outcome.
 - 7.1.3.4. Clear and time relevant evidence to suggest that the student suffered ill health because of something OCA did or did not do.
 - 7.1.3.5. Major maladministration, procedural flaws, delays, or other breaches of natural justice in OCA's internal processes that have disadvantaged a student.
 - 7.1.3.6. Serious interference or bias during consideration of a complaint
 - 7.1.3.7. Serious and unexplained delays leading to disadvantage.
 - 7.1.3.8. Where a student has been seriously disadvantaged but a practical remedy is not appropriate or possible.
- 7.2. 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.
- 7.3. 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.

- 7.4. In all cases whereby a reduction in fee liability is applied resulting in an overpayment of fees 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 and the funding returned or reduced.
- 7.5. Compensation is considered and where appropriate awarded by the Finance, Employment, Audit, and Risk Committee, including the amount to be issued.

8. Complaints and appeals

- 8.1. All complaints should be submitted in line with the provisions of the [Student Complaints and Non-Academic Appeals Procedure](#). Complaints and appeals must be made within 28 days of the issue occurring.
- 8.2. Administrative appeals where you are contesting an administrative decision that has been made are covered by the [Student Complaints and Non-Academic Appeals Procedure](#). Administrative appeals must be made within 28 days of the decision being made.

9. If you need support

- 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 where they will be able to answer any queries you have.

10. Linked and other policies and legislation

- 10.1. This policy is subject to OCA's [Terms and Conditions](#).
- 10.2. This policy is informed by and compliant with the [Consumer Rights Act 2015](#), the [Consumer Contracts Regulations 2013](#), and informed by the Competition and Markets Authority guidance.
- 10.3. This policy should be read in conjunction with OCA's [Admissions Policy and Student Fees Policy](#).

- 10.4. 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](#).
- 10.5. Other associated policies include [Active Study Policy, Progression and Continuation Policy](#).
- 10.6. [Student Complaints and Non-Academic Appeals Procedure](#).

11. Changes since previous policy

- 11.1. Updates to numbering and order of paragraphs and sections throughout the policy.
- 11.2. Removal of Control of the Policy and Review of the Policy sections.
- 11.3. Update to terminology used for types of study throughout the policy, Units (Undergraduate studies), Programmes of Study (Postgraduate studies), or Courses (Foundation or Short course).
- 11.4. Updated links throughout the policy.
- 11.5. Addition to paragraph 1.1 'and/or'.
- 11.6. Inclusion of paragraphs 2.2.1.
- 11.7. Addition to paragraph 3.2 'Student Awards Agency Scotland'.
- 11.8. Updated paragraph 3.4 added 'payments' and replaced 'returned' with 'made'.
- 11.9. Addition to paragraph 4.1 'of fees paid'.
- 11.10. Removed paragraph 5.3 (policy version 7).
- 11.11. Revision of paragraph 4.3 (paragraph 5.4 in policy version 7).
- 11.12. Addition to paragraph 4.4 'and will receive a refund of any fees paid'.
- 11.13. Addition to paragraph 4.4.2 'Undergraduate'.
- 11.14. Revision of section 6 (section 7 in policy version 7) to remove detail and reference the information which is provided in the student fees policy.

- 11.15. Updated paragraph 7.4 to replace 'fee refund' with 'reduction in fee liability is applied resulting in an overpayment of fees' and 'of the refund and/or waiver' with and the funding returned or reduced'.
- 11.16. Addition of section 8.