

# Refund and Compensation Policy

## From August 2026

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## 1. Policy Summary

- 1.1. This policy sets out your eligibility to receive a refund and/or compensation, how to claim a refund and/or compensation, and how this is actioned by The Open College of the Arts (OCA).
- 1.2. This policy also includes refunds and compensation for the continuation of study linked to the [Student Protection Plan](#) (SPP) of your awarding university.
- 1.3. Throughout this document OCA will be referred to as “We”, “Us” or “Our” and students will be referred to as “You” or “Your”

## 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) or Courses (Foundation or Short course – 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. This information can be found in our [Student Fees Policy](#).

## 3. General Principles

- 3.1. The Open College of the Arts understands and acknowledges it is 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 pounds sterling to the account from which the payment was made, using the original payment method where possible. This includes 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.
- 3.4. Any compensation payments will be made in Pounds Sterling to the account details you provide.
- 3.5. OCA does not pay interest on any fees or other amounts returned to students, except if agreed in writing.

- 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 you cancel within the cancellation period, up to and including the end of the 14 day induction period at the start of your intake, a refund (if you have made payment to OCA) will be processed automatically to the account from which payment was made. If you have funded through Student Finance your funding provider will be notified.
- 3.7. Discounts are non-refundable, all discounts applied will be revoked and deducted from any refunds made.

#### 4. Refund of Unit and Course fees

- 4.1. You can claim a full refund of fees paid for a Unit, or Course up to the end of the two week induction period at the start of your intake. You can cancel by submitting a completed [Cancellation Form](#) to [cancellationsandwithdrawals@oca.ac.uk](mailto:cancellationsandwithdrawals@oca.ac.uk).
- 4.2. No refund is payable after the end of the induction period at the start of your intake 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](#), meaning you have enrolled on to the next Unit of your qualification before receiving the results for your previous Unit, you will not be liable for fees 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 Degree, and;
  - 4.4.3. The Cancellation Period (as specified in paragraph 3.6) has passed.

#### 5. Refund of other fees

- 5.1. Study visit fees are refundable if OCA or the Student Association cancels 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 your fee liability as outlined in 7.3 of the [Student Fees Policy](#). Any amount paid by you or your funding provider above the agreed reduced fees will be refunded (see 3.2).
- 6.2. To apply for an exceptional reduction of fees, please see the [Extenuating Circumstances Policy](#). To apply, please see the [Learner Support page](#) on OCA Learn.
- 6.3. Where a student's fee liability has been reduced due to OCA discontinuing a Unit or Course as outlined in paragraph 7.7 of the [Student Fees Policy](#), any amounts paid by you or your funding provider above the agreed reduced fees will be refunded (see 3.2).
- 6.4. Where your fee liability has been reduced due to OCA making changes to a Unit or Course after a contract has been formed as outlined in paragraph 7.6 of the [Student Fees Policy](#), any amounts paid by you or your funding provider above the agreed reduced fees will be refunded (see 3.2).
- 6.5. 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 in line with the OU [Student Protection Plan](#). The exact amount of compensation will be determined on a case by case basis by OCA, following the [OIA guidance on putting things right](#), which is split into three bands of compensation as summarised in Table 1.

Table 1: Indicative compensation bands for awards for distress and inconvenience:

Level of distress or inconvenience	Description	Indicative compensation band
Moderate	An act of omission of the provider caused some distress and inconvenience in the short term (e.g. less than 6 months).	Up to £500
Substantial	An act or omission of the provider caused some distress and inconvenience in the long term (e.g. more than 6 months).	Between £501 - £2000
Severe	A more significant case of distress or inconvenience where, for example, the provider has failed to consider its responsibilities under discrimination legislation, or where there has been a clear material disadvantage to the student that has not been remedied.	Between £2001 - £5000

- 7.2. Discretionary refunds or reduction of fee liability may be awarded by the Head of Finance and/or the Principal, even in cases where 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 where a reduction in fee liability is applied resulting in an overpayment of fees or fee waiver is issued, and you are 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. Glossary of terms

- 9.1. Active Study: A requirement that you are engaging with your course (e.g. submitting work, interacting with learning materials). Lack of engagement may result in withdrawal without refund.
- 9.2. Compensation: A financial payment made to a student for distress, inconvenience, or loss where issues cannot be resolved through other means.
- 9.3. Course: A programme of study such as a Foundation or Short Course offered by OCA.
- 9.4. Discount: A reduction in fees offered by OCA. Discounts are non-refundable and removed if a refund is issued.
- 9.5. Extenuating Circumstances: Serious, exceptional personal situations that may allow a student to apply for reduced fee liability or other considerations.
- 9.6. Funding Body: An organisation that provides financial support for tuition (e.g. student finance agencies or sponsors).
- 9.7. Induction Period: The initial two-week period at the start of a course or unit during which cancellation and full refunds are allowed.
- 9.8. Refund: The return of fees paid by a student or funding body, subject to eligibility conditions.
- 9.9. Student Protection Plan (SPP): A framework designed to ensure students can continue their studies or receive appropriate refunds or compensation if courses or units are changed or discontinued.
- 9.10. Unit: A single module or component of study, typically part of an undergraduate course.
- 9.11. Withdrawal: Ending your enrolment after the induction period or cancellation period, usually meaning you remain liable for fees.

## 10. If you need support

- 10.1. If you need help with this policy please contact our Finance team at [accounts@oca.ac.uk](mailto:accounts@oca.ac.uk)

## 11. Linked policies and legislation

- 11.1. This policy is subject to OCA's [Terms and Conditions](#).

- 11.2. 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.
- 11.3. This policy should be read in conjunction with OCA's [Admissions Policy and Student Fees Policy](#).
- 11.4. For students registered with The Open University, please refer to The Open University [Student Protection Plan](#).
- 11.5. Other associated policies include [Active Study Policy, Progression and Continuation Policy](#).
- 11.6. [Student Complaints and Non-Academic Appeals Procedure](#).

## **12. Changes since previous policy**

- 12.1. Document reviewed for clarity and accuracy of information.
- 12.2. Removed references to Programmes of Study as they are no longer offered by OCA.
- 12.3. Updated Section 7 Compensation. Removed detailed bullets and inserted Table 1. to show the three levels of indicative compensation amounts.

## **13. Policies superseded by this document**

- 13.1. Refund and Compensation Policy Version 8