



Refund Policy

Date approved: 11 July 2024
Approved by: SMT
Responsible Manager (s): Head of Registry
Executive Lead: Chief Operating Officer

Applicable to staff:	No
Applicable to students:	Yes
Accessible to students:	Yes
Accessible to general public: (including clients)	Yes

Consultation

Consultation undertaken with:

Date: July 2024

- | | | |
|--------|------------|--------------|
| • SMT | Yes | 19 July 2024 |
| • AMT | Yes | 25 June 2024 |
| • CCMT | Yes | 10 July 2024 |

Policy review frequency: normally every two years
(Please delete as appropriate)

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1. Scope and purpose of policy

This policy applies to home status¹ students and defines the student's liabilities for fees to be paid for tuition, exams, trips and any refunds students will be eligible for should they choose to withdraw from or cancel an enrolment from a course/programme of study at Blackpool and The Fylde College (B&FC).

Circumstances where students may be eligible to apply for a refund are:

- they leave their course/programme of study before they complete the course;
- they are eligible for the course/programme of study to be fully funded by the ESFA at the point of enrolment or;
- they subsequently become eligible for a student loan to pay their fees or;
- they subsequently receive sponsorship for payment of fees or;
- disruption to or withdrawal of the programme of study for Higher Education students in line with the Higher Education Compensation Policy or;
- the course/programme of study or trip is cancelled by B&FC or;
- the resources provided by B&FC have been returned by the student as per the terms of the loan/agreement, for example loaned IT equipment.

This policy aligns to the Higher Education Student Protection Plan and Higher Education Compensation Policy. Assurances relating to continuation of study along with actions in place to mitigate the impact of any significant changes to delivery or location are clearly identified in these documents.

Regarding Apprenticeships where an Employer has contributed towards the cost of an Apprenticeship, please refer to the table in section 2.5 which details employer fee liability and employer refund eligibility.

2. Policy Statement

B&FC is committed to ensuring that all refunds meeting the eligibility criteria are processed in a timely and compliant manner.

B&FC recognises its:

- Statutory responsibilities:

¹ **Home status student definition (prior to end of transition period of UK exit from the EU on 31 Dec 2020):**

A person who is 'settled' in the UK, and who has been ordinarily resident in the UK and Islands (that is including the Channel Islands and the Isle of Man) for the 3 years preceding the first day of learning. 'Settled' means having either indefinite leave to enter or remain (ILE/ILR) or having the right of abode in the UK. British citizens and certain other people have the right of abode in the UK as follows:

- *British nationals who hold a United Kingdom of Great Britain and Northern Ireland passport*
- *Irish nationals*
- *European Union nationals or family members of EEA and Swiss workers (resident in the UK before 1 January 2021) with settled or pre-settled status*
- *students who are children of Turkish workers where the Turkish worker has been lawfully employed and resident in the UK before 1 January 2021*
- *British Dependent Territory Citizens (now known as British Overseas Territory Citizens)*
- *those whose passports have been endorsed to show they have right of abode in the UK*
- *those who have a certificate of naturalisation or registration as a British Citizen*
- *those with Hong Kong British National (Overseas) (BN(O)) visa who have been given Home Office permission to reside in the UK*

An individual having the right to live or work in England does not necessarily make that person eligible for state funding (Home Status) for education and training. Individual immigration categories and visa types are assessed on an individual basis in line with Home Office and funding guidance.

- Consumer Rights Act 2015 (CRA)
- Higher Education and Research Act 2017 (HERA)
- Office for Students (OfS)
- Sector-wide responsibilities:
 - OIA and/or QAA guidance
 - Education and Skills Funding Agency (ESFA) Student Loan Company payment profile for refunds related to student loans and Advanced Learner Loans
- Institutional responsibilities:
 - Ensuring consistency with institutional regulations

2.1 Further Education (FE) Students who have paid fees.

The following fee liability and refund eligibility schedule applies to all FE Students who have paid fees.

Further Education Courses		
Withdrawal Point	Student's Fee Liability	Student's Refund Eligibility
1 st two weeks	None	Full refund of any prepaid fees
After 2 nd week	The student is liable for fees for every month attended including the full calendar month within which the student withdraws	Refund of any fees prepaid for any full remaining calendar months of the course

2.2 Higher Education (HE) Students who have paid fees on courses of one full academic year.

The following fee liability and refund eligibility schedule applies to all HE Students who have paid fees on a programme that is one year or more in length.

Higher Education Courses: One full academic year		
Withdrawal Point	Student's Fee Liability	Student's Refund Eligibility
1 st two weeks	None	Full refund of any prepaid fees
After two weeks	See schedule below	

Start Date	Withdrawal Date		
	August - December	January – end of spring term	Thereafter
Aug - Dec	25% liability 75% refund	50% liability 50% refund	100% liability 0% refund
Jan – March	100% liability 0% refund	25% liability 75% refund	50% liability 50% refund
April – July	50% liability 50% refund	100% liability 0% refund	25% liability 75% refund

2.3 Higher Education (HE) Students who have paid fees on courses up to 25 weeks

The following fee liability and refund eligibility schedule applies to all HE Students who have paid fees on a condensed programme that is less than one academic year in length.

Higher Education Courses: Up to 25 weeks		
Withdrawal Point	Student's Fee Liability	Student's Refund Eligibility
1 st two weeks	None	Full refund of any prepaid fees
Up to halfway point of course	Liable for 50% of the fee	Refund of any prepaid fees over 50% of fee value
Second half of course	Full fee	No refund available

2.4 Students on commercial courses

The following fee liability and refund eligibility schedule applies to all students on commercial courses

Commercial Course Delegates		
Cancellation Point	Fee Payer's Liability	Fee Payer's Eligibility
7 or more working days prior to the course commencing	No charges applied	Full refund issued
Between 3 and 6 working days prior to the course commencing	Free amendment to the booking	No refund of any prepaid fees (except where B&FC cancels the course)
Less than 3 working days prior to the course commencing, including no show on day of the course	Full fee	No refund of any prepaid fees (except where B&FC cancels the course)

2.5 Apprentices where the employer has contributed to the cost.

The following fee liability and refund eligibility schedule applies to all students on an apprenticeship programme where the employer has contributed to the cost of the apprenticeship provision.

Apprenticeship Provision		
Withdrawal Point	Employer's Fee Liability	Employer's Refund Eligibility
1 st two weeks	None	Full refund of any prepaid fees
Post 2 nd week	<p>The employer co-funded contribution is 5% of the Total Negotiated Rate.</p> <p>Should an apprentice withdraw early, the employer's liability is calculated based on the following formula:</p> $\left(\frac{\text{On-Programme Element}}{\text{Planned Number of Months}^*} \right) \times \text{Actual Number of Months}^*$ <p><i>*A month is identified as where an apprentice is in learning on the last day of the month.</i></p> <p>This is in line with EFSA Funding calculations</p>	Refund proportionate to prepaid fees based on apprentice's withdrawal month

2.6 Off-Premises and Distance Learning Contracts

The student contract with B&FC is formed on the date of their booking or enrolment, and they have a statutory right to cancel or withdraw their booking. Under Regulation 30 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 this statutory termination right ends 14 days after the day on which the contract is entered into.

If a student wishes to cancel their contract, this must be received in writing by email, making a clear statement setting out their decision of their intention to cancel to:

studentadmin@blackpool.ac.uk

If the student books within 14 days before the course is due to start, the student foregoes the right to a cancellation period. If the course/service is provided within the statutory cancellation period and they notify B&FC of their decision to cancel the contract in accordance with Regulation 32, the student is liable to pay B&FC fees in accordance with Regulation 36(4).

Under Regulation 36(4), the student must pay B&FC an amount: For supply of the service for the period for which it is supplied ending with the time when B&FC is informed of the decision to terminate the contract; and which is in proportion to what has been supplied in comparison to the full coverage of the contract.

2.7 Refunds for trips

B&FC will not refund any prepaid fees for trips except where the trip is cancelled by B&FC. If a trip is cancelled refunds will be automatically processed once Registry receives notification from the curriculum area. If there are exceptional circumstances where a trip has not been cancelled a refund may be considered

at the discretion of the Head of Curriculum Area and approved by the Head of Registry.

2.8 How to apply for other refunds

Students must complete a refund request form which is available by contacting studentadmin@blackpool.ac.uk, the form should be completed and submitted back to Student Administration who will process it ready for approval by the Head of Registry and authorisation by the Vice Principal Finance and Planning.

If the student is active they must confirm their bank details via B&FC's website. If they are no longer active or do not have access to B&FC's website they must complete their bank details on the refund request form.

For apprenticeships, Registry will calculate if a refund of fees are due, and where appropriate refunds will be issued to employers.

To comply with anti-money laundering regulations, refunds should be paid back to the account they were originally paid from, unless otherwise authorised by the Financial Controller.

B&FC cannot accept any liability for payments made to incorrect bank accounts, as the student or sponsor provides this information on their request. It takes a minimum of 3 working days for a change of bank details to take effect.

3. Accountability

It is the responsibility of:

- the student or sponsor to request a refund of their fees
- the Administration Officer to check that the form is fully completed
- the Head of Registry to authorise refund requests
- the Student Administration Managers to ensure refunds comply with B&FC policy and procedure before requesting authorisation and process authorised refunds on EBS
- the finance team to make the refund payment to the student
- the Financial Controller to authorise refunds to an account other than the one making the payment
- the Head of Curriculum Area to assess refunds for trips due to a student's exceptional circumstances

4. Student involvement

Students were consulted in the updating of this policy through the elected representatives of the Student Union

5. Linked policies

- HE Terms and Conditions
- Student Learning Agreement / Contract
- Higher Education Compensation Policy
- HE Transfer Plan
- Admissions Policy
- Careers, Education, Information, Advice and Guidance (CEIAG) Policy
- Financial Regulations, Policies and Procedures
- International Student Fees Policy
- Home Office UK Visas and Immigration (UKVI) International Student Policy
- Further Education Fees Policy
- Tuition Fee Payment Policy
- Compliments, Complaints and Feedback Policy
- Office for Students Publications (Student Protection Plan)

6. Linked procedures

- Student Administration Operational Finance and Banking Procedures
- Careers, Education, Information, Advice and Guidance (CEIAG) Procedure
- Compliments, Complaints and Feedback Procedure
- International Student Fees Procedure

7. Equality Impact Assessment

Impact Assessment for the 4 strands of Equality, Safeguarding, Health and safety and Sustainability				
Initial Form to be completed with Risk Assessments or as part of a proposal or change to a policy, plan or new way of working				
Title of Activity: Refund Policy Name and title of proposer: Will Jerram – Head of Registry				<input type="checkbox"/> New or <input checked="" type="checkbox"/> Revision (tick as appropriate)
Equality and Diversity.				
Are there students, apprentices, other customers, community/stakeholders, and/or colleague concerns that the proposed policy, project or change may be discriminatory or have an adverse impact on people with protected characteristics?				
A	Students/Apps/Customer	No	If so, how many individuals / which groups of are likely to be affected?	
B	Community/stakeholders	No		
C	Colleague	No		
Equality group	Positive impact High Low None	Negative impact High Low None	Reason / comments for positive impact why it could benefit any /all of the equality groups	Reason /comments for negative impact /what could disadvantage any/ all of the equality groups
Sex	None	None		
Gender reassignment (Male/female/Non-binary/Transgender)	None	None		

Age	None	None		
Race or ethnicity	None	None		
(Disability) Learning difference	None	None		
(Disability) Physical and/or sensory	None	None		
(Disability) Mental health need	None	None		
Sexual Orientation	None	None		
Religion and Belief	None	None		
Marriage and civil partnership	None	None		
Pregnancy and maternity	None	None		
Carers/care experienced	None	None		
Socio Economic deprivation indicators	None	None		
What changes or actions do you recommend to improve the service, project, policy, or change to eradicate or minimise the negative impacts identified? Who will be responsible for monitoring these actions?				
Have students, apprentices/other customers, communities and/or colleagues been consulted in the review / proposed change?				
A	Students/Apps/Customers	No		
B	Community	No		
C	Colleague	Yes		
	If yes, who and how many have you involved and how have they been involved?	Managers and Heads via CCMT and AMT. Members of Exec and Directors via SMT		
Safeguarding: Are there any aspects of this proposal which could cause a Student/member of staff/visitor to feel unsafe? If yes, how has this been considered? What are the risks? What are the benefits?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Health and Safety: Have any risks been identified? If yes, how has this been considered? What are the risks What are the benefits?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sustainability: Are there expected benefits or impacts on sustainability issues? If yes, how have these been considered?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Evidence: What evidence do you have for your conclusions and expectations for these conclusions? How will this impact be monitored for all these considerations?				Review of complaints or refund appeals
Is this policy of a high/medium or low risk?:				<input type="checkbox"/> High <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Low