







## **UCFB\* Refund and Compensation Statement**

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<sup>\*</sup>UCFB is a trading name of University Campus of Football Business Limited

#### 1. Introduction

- 1.1. This document outlines how UCFB will deal with the resolution of refund and compensation requests made by its students. The measures contained in this Statement are in addition to the protection that all students have under consumer protection law and does not affect your consumer rights.
- 1.2. The activity referred to in this document relates to all students registered UCFB.
- 1.3. This Statement should be read in conjunction with the <u>Terms and Conditions</u> of <u>Enrolment</u> of the appropriate validating partner. It describes scenarios where students might have reason to seek a refund or compensation in particular circumstances
- 1.4. This document is not a policy, but rather a guidance document indicating where full details of the policy and process can be located.
- 1.5. Full details of the refund and compensation policies of our validating partners Buckinghamshire New University ("BNU") or the University of East London ("UEL") are available at their relevant websites.

#### 2. Definitions

- 2.1. In this Statement the following definitions apply:
- 2.2. **Refund**: the agreed refund of directly evidenced financial loss of a student, backed up by appropriate documentation establishing the loss, such as a receipt for a cost incurred under the circumstances for which a refund would be considered by the institution.
- 2.3. **Compensation**: an arbitrary award made by the institution specific to the circumstances in recognition of an undesirable state in which it places a student or group of students but without legal prejudice.

### 3. Scope

- 3.1. This statement applies to all students studying at UCFB, both at Undergraduate or Postgraduate level, and attending at any campus or via distance learning.
- 3.2. It relates to all students enrolled and registered on UCFB courses including those supported with public finance (e.g. Student Loans Company/Student Finance England) and those who are self-funded.
- 3.3. This policy reflects the relevant refund and compensation sections of <u>UEL's</u> <u>Tuition Fee Policy</u> and also BNU's Refund and Compensation Policy.
- 3.4. The UCFB Student Finance Team can advise on the application and processing of any refunds and compensation requests and can be contacted via email at <a href="mailto:studentfinance@ucfb.com">studentfinance@ucfb.com</a>.
- 3.5. This statement also takes into account the following legislation and guidance:
  - (i) Consumer Rights Act 2015 (CRA)

- (ii) Higher Education and Research Act 2017 (HERA)
- (iii) Office of Independent Adjudicator (OIA)
- (iv) Quality Assurance Agency (QAA) guidance
- (v) Compensation and Refund Policies Developing Good Practice, UUK, (April 2018)

#### 4. UCFB Approach

- 4.1. UCFB is committed to providing its students with a high-quality educational experience. The following principles underpin all cases where refunds or compensation are to be considered:
  - Fair
  - Consistent
  - Clear and accessible
- 4.2. UCFB considers refunds and compensation to be remedies of last resort and it remains committed to supporting all students to continue and complete their courses. UCFB will take all steps it can to mitigate the impact on students of any disruption to and/or discontinuation of study, such as providing additional learning opportunities or repeating parts of a course.
- 4.3. UCFB will always endeavour to teach students to the end of their courses, including in situations where a decision has been taken to close a course for further details please see the SPP of UEL and BNU.
- 4.4. This statement does not relate to refunds or compensation that may arise in relation to other services offered by third parties, for example accommodation.
- 4.5. This statement will not apply to you if you have had your registration terminated for any of the following reasons:
  - 4.5.1. at your request;
  - 4.5.2. in the normal completion of your course; or
  - 4.5.3. as a result of student discipline or
  - 4.5.4. non-payment of tuition-related fees.
- 4.6. In the event of an ongoing criminal, legal or insurance investigation regarding a claim, UCFB may temporarily suspend proceedings as outlined in this document. When a conclusion is reached regarding your claim, we will resume the process should you wish us to do so.

# 5. Refunds and Compensation for Students Studying for an Award of BNU

5.1. UCFB will consider all refund and compensation applications in accordance with BNU's Refund and Compensation Policy.

5.2. The UCFB Student Finance Team can advise on the application and processing of any refunds and compensation requests and can be contacted via email at <a href="mailto:studentfinance@ucfb.com">studentfinance@ucfb.com</a>.

## 6. Refunds and Compensation for Students Studying for an Award of UEL

- 6.1. UCFB will consider all refund and compensation applications in accordance with UEL's <u>Tuition Fee Policy</u>.
- 6.2. The UCFB Student Finance Team can advise on the application and processing of any refunds and compensation requests and can be contacted via email at <a href="mailto:studentfinance@ucfb.com">studentfinance@ucfb.com</a>.

#### 7. Complaints

7.1. If a student is dissatisfied with the decision or arrangements relating to refunds and compensation, then they may submit a complaint following the relevant process as published in the UCFB <u>Complaints Policy</u>.

### 8. Reporting and Monitoring

8.1. UCFB will record all refund and compensation cases for monitoring and improvement. This will detail any potential areas for enhancement or lessons learned.

## 9. Behaviour During the Complaints Process

- 9.1. UCFB has zero tolerance towards those whose behaviour is considered to be unacceptable and will take action in this respect. Unacceptable behaviour includes communicating with UCFB in a malicious, vexatious or aggressive manner for example:
  - Making frivolous claims, or multiple claims regarding the same subject.
  - Acting in a threatening manner either verbally, through an e-mail or by letter
  - Making claims that are knowingly false or unfounded.
- 9.2. If the behaviour of a student is unacceptable, UCFB will normally tell the student why their behaviour is considered unacceptable and give them an opportunity to amend it. If the behaviour continues, UCFB will enact the UEL Non-Academic Misconduct Policy. UCFB

## 10. Updates

10.1. This Statement will be reviewed and updated by UCFB on a regular basis as directed by our Policy review schedule