

# REFUND AND COMPENSATION POLICY

Updated February 2020

This policy applies to the following INTO Centres:

- INTO Newcastle University LLP
- INTO UEA LLP
- INTO City LLP
- Newcastle University INTO London LLP
- INTO University of Exeter LLP
- INTO Manchester Limited
- INTO London World Education Centre Limited

collectively the INTO Centres.

INTO's published [Student Protection Plan](#) sets out how continuation and quality of study will be preserved for current and potential students if a risk to their continued study crystallises. The Student Protection Plan draws on INTO's experience as an education provider and is designed to assure current and future students that there are appropriate arrangements in place to protect continuation of study. It outlines the types of risks that might apply, and explains the approach INTO would take if these risks were to materialise.

In addition to the Student Protection Plan, INTO publishes this Refund and Compensation Policy setting out the circumstances in which the applicable INTO Centre will refund tuition fees and other relevant costs to students, and provide compensation where necessary if that INTO Centre is no longer able to preserve continued study. The Student Protection Plan identifies this as an unlikely risk but it is recognised that if it were to occur, affected students should receive a refund of fees and reasonable compensation in accordance with this policy.

Should any of the risks described in the Student Protection Plan occur, INTO will use reasonable endeavours to enable students to continue and complete their studies, as set out below.

## Student cancellations and withdrawals

In the event that a student either cancels, does not meet the conditions of their offer of a place on an INTO course, or withdraws, the provisions set out in the Terms and Conditions will apply.

## Compensation

Should the Student Protection Plan (“SPP”) require implementation, owing to any of the risks identified within it being triggered, INTO will seek to ensure that any reasonable compensation payable to any students who have been affected will be tailored to take into account the needs of different students, and will be guided by the principles of the Office of the Independent Adjudicator<sup>1</sup>.

In instances where the Student Protection Plan requires implementation due to:

- The closure (permanent or temporary) of an INTO Centre; or
- a course being withdrawn; or
- a student being unable to articulate to their intended further study, for reasons other than the student having failed to satisfy the respective University’s published entry criteria

(each an "**SPP Event**"), INTO will, with the relevant student's consent, use reasonable endeavours to ensure students are placed on an appropriate alternative course of study at a suitable alternative INTO Centre. Where a student does not wish to transfer to an alternative course at an alternative INTO Centre, or where this is not possible, INTO will use reasonable endeavours to assist the student in finding an appropriate alternative course with an Higher Education Provider outside of the INTO Centres.

If there is an SPP Event where a student has already commenced their course of study, INTO will:

- Use reasonable efforts to enable all students currently in-centre to complete their current course of study (including re-sits), giving them the opportunity to progress as originally intended.
- Where it is not possible for a student to continue their course of study at their original intended INTO Centre, INTO will, with the student’s prior consent, make reasonable efforts to enable the student to follow their intended (or equivalent) course of study at an alternative INTO Centre.
- In the unlikely event that this is not possible, INTO will consider the impact on each student’s individual circumstances, and make reasonable endeavours to find a solution tailored to their needs.

If there is an SPP Event, where a student has accepted an offer, but is yet to commence their course of study, INTO will:

- Inform students of the SPP Event and the impact this will have on them as soon as reasonably practicable.
- Provide students with an opportunity to accept the change(s) proposed by INTO, or to cancel and receive a full refund of any monies paid to INTO.
- Where INTO considers that a student has been adversely impacted by any change, INTO will consider the impact on each student’s individual circumstances, and make reasonable endeavours to find a solution tailored to their needs.

If there is an SPP event, where a student has yet to accept an offer, and is yet to commence their course of study, INTO will:

- Inform students of the SPP event and the impact this would have on them (were they to accept the offer) as soon as reasonably practicable.

---

<sup>1</sup> More information on OIA’s approach to addressing student complaints can be found here: <https://www.oiahe.org.uk/media/1859/oia-good-practice-framework.pdf>

- , Provide them with an opportunity to accept the change(s) proposed by INTO or to cancel and receive a full refund of monies paid to INTO.

Where a student has any outstanding debt with any INTO Centre during the application process or during their course of study, this will be taken into consideration in any assessment made by INTO together with the student in relation to any refund or compensation that may be due to the student. In addition, INTO will require documentary evidence from a student when assessing what reasonable compensation may be payable.

In the event that, INTO having used reasonable endeavours to implement or facilitate any or all of the above provisions, continuation of study cannot be preserved, tuition fees already paid will be reimbursed to affected students and any additional compensation applicable paid, as set out below:

- payment of additional travel costs where a student's course location changes
- payment of additional costs incurred by relocation (for example, students with caring responsibilities whose childcare costs increase)
- compensation to cover maintenance costs and lost time
- tuition and maintenance costs where students transfer courses or providers.