



Fees, Refund & Compensation Policy

Provider's name: Norland College Limited
Provider's UKPRN: 10008397
Legal address: York Villa, York Place, London Road, Bath, Somerset, BA1 6AE

The purpose of this document is to provide guidance on fees, refunds and compensation. It covers when fees are due, when refunds will be made and how they will be calculated. It includes details of compensation if the course cannot be delivered. It should be read together with the full Student Terms and Conditions and the Student Protection Plan, of which it is a part. We hope the content is self-explanatory but please let us know if you are not clear on any aspect of the policy.

1. GENERAL

- 1.1 This policy relates to tuition fees and other relevant costs for Norland College students only, including those who receive a tuition fee loan from the Student Loans Company, those who pay their own fees and those who are funded by a sponsor. It does not limit or restrict a student's statutory rights and is informed by the Consumer Rights Act 2015.
- 1.2 All tuition fee details are published on the Norland website at least one year in advance, with additional notification for current students affected provided prior to the new fees being adopted. All fees are reviewed annually and will increase by up to 5% each year. The total annual tuition fee is split into thirds and payment is due on the first day of each term, unless payment by direct debit has been prearranged. Please refer to the Norland website for details.
- 1.3 Refunds and compensation are considered to be remedies of last resort. Before seeking redress under this policy, students should first submit a complaint in accordance with the College complaints procedure. Only if the complaints procedure is completed without resolution should a refund and/compensation be sought.
- 1.4 Norland College is unable to refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred where the College is not at fault.
- 1.5 You may not be permitted to enrol/re-enrol if tuition fees are outstanding.
- 1.6 Any refunds and compensation payments will be drawn in sterling. They will not be made in cash.
- 1.7 Students choosing to take a tuition fee loan, who subsequently withdraw from the course, will remain liable for their tuition fee loan.
- 1.8 All refunds will only be made to the bank and account holder (or other financial institution) that



originally paid the fee. Payments cannot be made to third parties under any circumstances.

1.9 We will arrange payment of any agreed refunds for course fees/travel claims due, within 14 days of the agreed request.

2. DEFINITIONS

2.1 A refund means repayment of sums paid by or on behalf of a student to the College. A refund can include tuition fees and other course-related costs.

2.2 Compensation is a remedy given to recognise other loss suffered by a student. This might include repayment of wasted expenses but can also take other non-financial forms.

2.3 The course start date means the date on which formal tuition begins, normally the week after the induction week.

3. CANCELLATION & WITHDRAWAL

3.1 Once you have notified us that you accept our offer, (whether conditional or unconditional), a contract will come into existence between you and us.

3.2 You have the right to change your mind within 14 days of starting the course (a 'cooling off' period) and receive a refund of any fees already paid. If, within the cooling off period, your course has started and you exercise this right you are entitled to a refund of fees paid, less a proportion for educational services that have already been supplied, calculated on a daily basis. Please see the Cancellation Notice and Cancellation Form published on our website.

3.3 If you want to end the contract after the 14 day cooling off period you will need to complete and return a Withdrawal Form (below and also within the College terms and conditions) to the College.

3.4 **Please note that the full term's fees will remain due for the term during which you leave the College.**

For 2021-22, the implications of this policy are shown below:

Formal notice to end the Contract (leave College) received:	Total fees that will be due in 2021-22	
By 9 January 2022	Term 1 £4,998 x 1 =	£4,998
By 2 May 2022	Term 1 and 2 £4,998 x 2 =	£9,996
3 May 2022 or thereafter	Full Fees =	£14,990



For 2020-21, the implications of this policy are shown below:

Formal notice to end the Contract (leave College) received:	Total fees that will be due in 2020-21	
By 10 January 2021	Term 1 £4,998 x 1 =	£4,998
By 3 May 2021	Term 1 and 2 £4,998 x 2 =	£9,996
4 May 2021 or thereafter	Full Fees =	£14,990

3.5 Consideration may be given to making refunds to students who have to withdraw due to exceptional mitigating circumstances. The College shall consider each case on merit. Such cases must be submitted in writing to the Principal who shall liaise with the appropriate departments. Cases based on serious medical issues or bereavement, (where the College is unable to provide adequate support and where evidence of such matters can be provided) may be accepted, but academic and financial difficulties are not normally regarded as acceptable reasons for any refund or reduction in fee liability.

4. FITNESS TO PRACTISE

4.1 Cases where a student is deemed not fit to practise within an Early Years setting, after following the procedures set out in the Fitness to Practise Policy, will be considered on their individual merit. For example, if circumstances affecting a student's fitness to practise were known but not disclosed during the application process, then no refund or compensation will be considered and fees will remain payable.

5. REFUNDS

5.1 Norland considers a tuition fee refund to be a remedy of last resort that may be justified if the College is unable to preserve continuity of study permanently.

5.2 Continuity of study may be temporarily or permanently prevented through events that are within or beyond Norland's reasonable control.

5.3 Events which prevent us from teaching which are beyond our reasonable control (as detailed in the terms and conditions) will not normally result in refunds or compensation.

5.4 The Lifelong Learning fee is a one off charge, due on the first day of first term in the first year of tuition. It is non-refundable in event of a student leaving the course early.

6. PERMANENT PROGRAMME TERMINATION

6.1 In the highly unlikely event that Norland becomes unable to preserve the continuation of study permanently, for example if we decide to discontinue the course, cease operating the College altogether or lose the right/ability to provide the course we will:



- a. teach out or arrange for a collaborating partner institution to step in, in order to enable current students to conclude their studies; or if this is not possible
- b. refund all tuition fees paid directly to the College for the part of the course (Norland Diploma and/or degree) which cannot be delivered in that academic year.
- c. consider payment of compensation to cover other costs arising from closure.

7. TEMPORARY PROGRAMME DISRUPTION

7.1 In the highly unlikely event that Norland becomes temporarily unable to preserve the effective continuation of study, and is not able to teach remotely, compensation may be paid. We would calculate this at a daily rate to each student affected, for each full day over fifteen consecutive 'usual study days' of the course being temporarily suspended.

7.2 In the unlikely event that Norland announces a change to the course location after 1st September, beyond our two sites of either London Road or Oldfield Park, for example on grounds of emergency relocation, material improvement of facilities or a temporary planned site closure etc., entitlement to a contribution towards travel costs may be available. Where the new secured site is in excess of 5 miles from Bath City Centre, contributions for the excess travel costs over 5 miles (by public transport) may be payable for the remainder of that academic year.

8. COMPENSATION

8.1 Norland considers the payment of compensation to be a remedy of last resort but recognises that in certain circumstances it may be appropriate for the College to compensate students for:

- a. Maintenance costs
- b. Lost time
- c. Additional costs of tuition; or
- d. Travel costs as a consequence of relocation

9. PLACEMENT EXPENSES

9.1 Travel expenses for Student Placements will be reimbursed at a flat rate per return journey for all students placed more than 8 miles from the Oldfield Park campus or your term time address, whichever is closer to the placement. Please note the following:

- If you should request to be placed in a particular placement or location which is more than 8 miles from the Oldfield Park campus, you will be fully responsible for your own travel costs
- If you are placed in a Residential Placement more than 8 miles from Oldfield Park, a contribution towards expenses may be claimed per week, to reflect one return journey per week



10. COMPLAINTS & FURTHER INFORMATION

- 10.1 In the case of complaints about refund and compensation decisions or the process itself, these should be raised through the College's Student Complaints Policy. Students may also be able to apply for an independent review of their complaints by the Office of the Independent Adjudicator for Higher Education once the College's internal procedures have been exhausted.
- 10.2 If you require any further information regarding refunds or compensation please e-mail the Finance team at finance@norland.ac.uk, or via 01225 904 040.



11. ANNEX 1: STUDENT INTERRUPTION OF STUDIES/ WITHDRAWAL FORM

Student Interruption of Studies/ Withdrawal Form

Personal Information:

Student name: _____

Set number: _____

Correspondence address:

Course Information:

Course title: **BA (Hons) Early Years Development and Learning and Norland Diploma**

Last date of attendance: Date of interruption/ withdrawal:

I am **withdrawing** from the programme and ending my studies

I am **interrupting** my studies, and expect to return on:

Reason for withdrawal/ interruption:

Academic Accommodation Financial Health Personal
Other

Additional information:

I understand that by signing this form I am formally interrupting from my studies at Norland College:

Signed: _____

Date: _____

Once completed, please return this form to the Data Officer and Senior Administrator.



[The table below should be completed by the document owner and included at the end of every College Policy Document.]

Document Control Information	
Policy Title:	Fees, Refund & Compensation Policy
Version number:	V2.0/AR/26-08-2020
Owner:	Chief Financial Officer
Approving Body:	SLT (Chair's action provided by JR for Academic Board)
Date of approval:	24/08/20
Date of effect:	If different from above.
Date for review:	24/08/21
Related Norland Documents:	e.g. related policies and/or related procedure/guidance to this Policy.
Website Upload:	The final, approved version of this document will be uploaded to Myday. Does this document also need to appear on the College or Agency website as a link? If yes, give website and location details if known here.