

Higher Education Programme Suspension, Termination and Compensation Policy

TAMESIDE COLLEGE 2024/2025

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If you require this document in an alternative format, please contact HE Quality team
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1. Introduction

- 1.1. Welcome to Tameside College's (we) Programme Suspension, Termination and Compensation Policy. This policy embodies our commitment to transparent, fair, and student-focused financial practices within our institution.
- 1.2. This policy serves as a framework for outlining the structure of actions taken where programmes are suspended or terminated and criteria for compensation.
- 1.3. By establishing clear guidelines, we aim to provide clarity and support as you navigate your educational costs and manage your financial obligations. We are dedicated to providing equitable solutions that align with our values of fairness and integrity in line with the [Equality Act 2010](#).

2. Purpose

- 2.1. The purpose of this policy is to ensure clarity and fairness for students (you) while also meeting the obligations set out by relevant legislation (such as the [Consumer Rights Act 2015](#)) and regulation ([Office for Students \(OfS\) for Higher Education \(HE\)](#)).
- 2.2. Through this policy, we aim to;
 - Outline the circumstances where we will offer compensation and/or refunds in the unlikely event that it is not possible to preserve the continuation of study as a result of the withdrawal of a programme of study.
- 2.3. Where you are enrolled onto a HE course the [Office for Students \(OfS\)](#) requires all education providers to have a [Student Protection Plan](#), which must be read in conjunction with this policy as it;
 - assesses risks to continuation of study and outlines measures to mitigate these risks.
 - explains potential risks and details our response if these risks become real, thus reassuring current and prospective students that we have measures in place to ensure the continuation of study in the majority of situations.
 - explains when we will refund tuition fees and other costs to students. It also clarifies when compensation may be provided if we cannot support students' continued studies.
- 2.4. We prioritise helping you finish your studies, viewing refunds and compensation as a last resort.

- 2.5. When we mention the College's inability to support continued study, it means the College has either stopped or plans to stop:
- a higher education programme before a student can enrol, or a programme that a student is currently enrolled in before they finish it.
 - Applications and continuation are closely monitored on a programme-by-programme basis and decisions would be made in a timely manner.
 - With our partner Universities (the University of Huddersfield and the University of Chester) we have an institutional level agreement to teach out any programme that will no longer run at Tameside College.
- 2.6. The risk that we will no longer deliver programmes at Tameside College is low because recruitment to programmes is good and is growing year after year.
- 2.7. This policy has been written taking into account the guidance given by relevant legislative bodies and regulators and should be read alongside the following related documents:
- [Tuition Fee Policy](#)
 - [HE Complaints Policy](#)
 - [HE Extensions and Extenuating Circumstances Policy](#)
 - [Student Protection Plan](#)
 - [HE Terms & Conditions](#)

3. Scope

- 3.1. This Policy applies to all future, current and past (left the college up to 6 months ago) HE students at Tameside College. Refund and compensation claims from past students must be submitted within the timeframes set out in the HE Complaints Policy and Procedure.
- 3.2. This policy covers circumstances where a programme is suspended and / or terminated and any potential associated compensation.
- 3.3. It outlines when you can ask for compensation if something goes wrong during your studies. This could include situations like the college closing or making significant changes to your programme. It also covers cases where you are not happy with your programme or do not get the services you were promised.

- 3.4. The policy is intended to provide a clear and simple framework so that you can understand when you may be entitled to compensation or refund of tuition fees and how to make a claim.
- 3.5. It does not include changes to or termination of programmes where all enrolled students who would normally have been expected to complete at the date of termination have done so.
- 3.6. If you have any queries about this policy and procedure, please contact the HE Quality Officer via HEQuality@tameside.ac.uk.

4. Grounds for Refunds

- 4.1. We will offer refunds to students if we are unable to deliver or have to cancel a programme due to operational issues including academic, regulatory, legal, commercial, or financial reasons (for example the designated teacher for the programme is unable to carry out the programme due to unforeseen illness and we are unable to find a replacement teacher).
- 4.2. If these situations arise (as laid out in 4.5/4.6 below), we will discuss this decision with you and either find you an alternative programme (where possible) or give you a full refund of any monies paid. The process and form for a fee refund are available [here](#).
- 4.3. Where you decide to withdraw from a programme a refund of the fees will not normally be made unless your withdrawal has been as a direct result of our failure to deliver what could have been reasonably expected. Please see the fee liability section of the [Tuition Fees Policy](#) (section 6) for possible refund amounts.
- 4.4. We recognise two sets of circumstances where we might cancel a programme, planned mid-programme termination and unexpected programme termination. These circumstances are explained below.

Planned Mid-Programme Termination

- 4.5. Planned mid-programme termination is when we can no longer continue a programme and close the programme at the end of an academic year. In these circumstances, we will talk to you about our plan to end the programme at least 3 months before its end. Here is what we will do, as a minimum, to mitigate against a mid-programme termination:
 - Make sure all current students get recognition for the stage they have reached in the programme.

- Help students decide whether to switch to another program at Tameside College or find a similar one with another provider (where possible).
- Offer compensation relevant to the circumstances to cover any extra costs you might have reasonably incurred because of the change, such as moving expenses.
- Make sure that support is provided to any student who was receiving a college or external bursary or similar funding and would have carried on receiving it if the programme had not ended. Help to ensure you receive the rest of the funding if you switch to another programme at Tameside College or go to a different provider. Please note that if you choose not to carry on your studies either with Tameside or another provider the funding will stop.

4.6. We will also ensure that our plan for dealing with the termination includes appropriate provisions for communicating with and compensating individuals who have been offered or who have accepted a place on the programme, to include as a minimum an offer of advice and support to help them decide whether or not to apply for a different programme at Tameside College or seek a suitable alternative.

Unexpected Programme Termination

4.7. This is when something unexpected happens that forces us to end your studies in the middle of the academic year or if (despite planning measures) we cannot get enough students for a programme and decide to stop taking new students.

4.8. If this happens, we will make sure to talk to all students affected as a priority and as a minimum, we will:

- Make sure you get recognition for the work you have completed so far.
- Help you decide if you want to switch to a different programme at Tameside or find another place to finish your studies.
- Offer compensation relevant to the circumstances to cover any extra costs you might have reasonably incurred because of the sudden change, such as moving expenses.
- Make sure that support is provided to any student who was receiving a college or external bursary or similar funding and would have carried on receiving it if the programme had not ended. We will ensure you receive the rest of the funding if you switch to another programme at Tameside College or go to a different provider. Please

note that if you choose not to carry on your studies either with Tameside or another provider the funding will stop.

The college will also, at the earliest opportunity, reach out to and compensate students who have been offered or who have accepted a place on the programme, and offer them help to find another programme or college.

Our Responsibility

- 4.9. We will provide you with as much clarity as possible about the content of your HE programmes, location of study and timetable before the commencement of each academic year. We will actively work to minimise any changes that might disrupt your programme during the academic year by implementing measures to mitigate their impact. We will do this by ensuring we follow our [Student Protection Plan](#) and [HE Terms and Conditions](#) when considering changes.

5. Compensation

- 5.1. Compensation refers to financial or non-financial redress provided to students if other remedies are unavailable or deemed inappropriate by the Principal. Compensation may be considered for various reasons, such as:
- **Failure to Deliver Promised Services:** If we fail to provide educational services or experiences as outlined in programme descriptions or other official documentation.
 - **Breaches of Contract:** In cases where we breach contractual agreements with you, such as failing to meet academic standards, providing inaccurate course or service information, or not fulfilling obligations related to facilities or support services.
 - **Inadequate Facilities:** When you experience significant disruptions or limitations due to inadequate facilities, equipment, or resources provided by the institution.
- 5.2. Eligibility for refund and/ or compensation and the amounts to be awarded will be considered by the Principal.

Eligibility Criteria

- 5.3. We may consider offering you compensation if the following criteria has been met:
- You can demonstrate that you have been adversely affected by the arising issue

- There is supporting evidence to support your claim such as records of communication with us, evidence of the failure to deliver promised services, or other relevant materials.

5.4. When we are aware of a situation that may have adversely affected your academic journey, we will investigate the matter following our [HE Complaints Policy and Procedure](#). The investigation can either be instigated by us (if we are aware of the issue) or by you submitting a stage one informal complaint to inform us of the issue.

6. Tuition Fee Liability and Refunds

6.1. In the event of a programme closure, refunds will not be paid to you if you have voluntarily left the programme before the programme closure or not attended before the closure without previously agreeing to a period of planned absence with your teacher.

7. Review and Monitoring

- 7.1. We regularly review our tuition fee and debt policy to ensure it stays effective. Led by our Senior Leadership Team, these reviews happen as needed to keep up with the college's needs and external best practices.
- 7.2. Feedback from students, staff, and others involved in the process is important to us. We collect their input through surveys and discussions to identify areas for improvement.
- 7.3. We also analyse complaint data to spot trends and make informed decisions. This information is shared in regular reports with our leadership team and other relevant groups.
- 7.4. Based on our findings, we may update our policy after consulting with teachers, administrators, and student representatives. Any changes will be communicated widely in advance.
- 7.5. You can find our policy on our website, and it is also referenced in our Terms and Conditions and Student Handbook. We are committed to creating a responsive policy that meets the needs of our college and its students.

8. Equality, Diversity, and Inclusion Statement

8.1. At the core of our institution's Suspension, Termination and Compensation Policy is a steadfast commitment to fostering equality, diversity, and inclusion in full accordance with

the Equality Act 2010. We are dedicated to eliminating discrimination, advancing equal opportunities, and fostering an inclusive environment for all members of our college community. This commitment extends to every aspect of our refund and compensation process, ensuring that it adheres to the legal obligations outlined in the Equality Act 2010.

- 8.2. Policies are inclusive of all Tameside College Students, Learners, Enquirers and Alumni, regardless of age, civil status, dependency or caring status, care experience, disability, family status, gender, gender identity, gender reassignment, marital status, marriage and civil partnerships, membership of the Traveller community, political opinion, pregnancy and maternity, race, religion or belief, socio-economic background, sex, sexual orientation, or trades union membership status.

9. Glossary

Compensation: Financial or non-financial redress provided to make up for losses, inconvenience, or harm suffered by an individual as a result of another party's actions or negligence. In the context of higher education, compensation may be granted to students who have been adversely affected by college failures, such as breaches of contract, failure to deliver promised services or inadequate facilities.

Eligibility Criteria: Specific requirements or conditions that must be met for a student to qualify for a refund or compensation, such as documentation of harm or loss.

Enrolment: The process of officially registering for and participating in programmes or programs offered by an educational institution.

Fairness: Equitable treatment of students in the refund and compensation process, ensuring that decisions are made objectively and without discrimination.

Refund: the return of money to a person who has paid for a product or service but has not received the expected value or benefit. In the context of higher education, a refund may be provided when a student withdraws from a programme, when a programme is cancelled by the college, or when the student is dissatisfied with the quality of education received.

Student Loans: Borrowed funds provided to students to finance their education, which must be repaid with interest after graduation. The Student Loans Company offer these loans.

Transparency: Openness and clarity in the refund and compensation process, including communication of policies, procedures, and decisions to students and other stakeholders.

Tuition Fees: Mandatory charges levied by the college for enrolment in programmes.

Withdrawal: The formal process by which a student discontinues enrolment in a programme, or institution of higher education, often resulting in eligibility for a refund of tuition or fees.