

University of Hertfordshire

Student Refund and Compensation Policy

(Academic Year 2020/21)

1 - INTRODUCTION

The purpose of this document is to outline the details of the policy for all refunds relating to:

1. Fees for new and returning students;
2. Fees for Home, EU and International Students;
3. Fees for Full time and Part time Students;
4. Fees for Undergraduate and Postgraduate Programmes; and
5. Charges relating to the University's on campus accommodation bookings

All dates and deadlines quoted in the policy are correct at the time of publication.

The ***Fees and Finance policy*** provides additional information on the Tuition Fee's agreed by the University's Fees and Bursary Committee

This document also outlines the University's policy regarding compensation.

This document is reviewed annually.

Contents

1 - INTRODUCTION	1
2 - Refund Form	4
3- Refunding to Source Country	4
4 - Students in debt to the University	5
5 - Right to cancel	5
5.1 - Academic Programme	5
5.2 On-campus accommodation	6
6 - Tuition Fee Refunds	6
7 - Notification of withdrawal	6
8 - Fee Liability Dates and Refunds	7
9 - SFE Funded Students	9
10 - Change of Circumstances Form	9
11 - Non Refundable Element	10
12 - Full Payment Discount	11
13 - Research Tuition Fee Refunds	11
14 - Liability Dates and Refunds	12
15 - Full Payment Discount	12
16 - Research Tuition Fee deposit	12
17 - UH Online Tuition Fee Refunds	13
Liability Dates and refunds	13
18 - Short Courses	13
Credit Bearing Short Courses (CBSC)	13
19 - Sponsored Students	14
20 - On-campus accommodation Refunds	14
20.1 - Accommodation Deposit Refunds	14
20.2 - Other Accommodation Refunds	14
20.3 - Amendment to Accommodation Contract	15
20.4 - Early Departure	15
20.5 - Withdrawal from Study	15
20.6 - Updating details	15
21 - Other Deposit Refunds	16
21.1 - Equipment Deposits	16
21.2 - Miscellaneous Refunds	16

22 - Compensation	16
23 - Contact Details	17
24 – Version Control	17

2 - Refund Form

To claim a fee refund, you must complete the Student Refund Request Form found online [here](#) and email it to refunds@herts.ac.uk.

Students need to ensure they submit all documentation and evidence supporting their refund application. Evidence may include: visa refusal letters, medical certificates, etc. Failure to do so is likely to delay any refund payment.

Completed refund forms can be submitted using the following methods:

- By email to refunds@herts.ac.uk;
- By hand to the Place2Pay Office in person; or
- By post to Place2Pay at:

Place2Pay

University of Hertfordshire
Ask Herts Hub (Hutton)
Hatfield, Hertfordshire
AL10 9AB
UK

3- Refunding to Source Country

All refunds will be made to the original source (i.e. the country and the account from which the money was sent) wherever possible. This ensures compliance with national guidelines and money laundering regulations. For more information, please visit the following link: <http://www.legislation.gov.uk/ukxi/2007/2157/contents/made>

Any refund application requesting payment to third party bank accounts will be declined.

If the source bank account has subsequently been closed, a copy of the final bank statement indicating 'account closed' or a letter from the bank confirming the closure of account will be required. Once paperwork is received by the University, there may be a delay of up to a further 28 calendar days while paperwork is verified.

Please refer to Section 2.10.3 of the University's **Fees and Finance Policy** Refunds will be processed within 10 working days (which means Mondays through Fridays but shall not include Saturdays, Sundays or public bank holidays as prescribed in England), provided that all the information disclosed by the student is complete, correct, accurate and meets all of the conditions of this Policy. Please allow up to 28 calendar days for the monies to reach your account.

Please note that the length of time taken for the refund to clear the beneficiary bank account may vary. This will depend on the banking institution and/or payment destination country. Students should allow reasonable time for the payment to clear their bank account before contacting the University.

Under normal business conditions, the University makes payment of refunds once a week.

4 - Students in debt to the University

All students who make a refund application to the University will be debt checked.

If a student has an outstanding debt on any of their accounts held by the University, the refund amount may be applied to any outstanding debt to the University.

Any refund due to the student in excess of the outstanding debt will be refunded to the student in the usual way.

Please refer to Section 2.6 of the University's ***Fees and Finance Policy*** for sanctions for non-payment of tuition fees.

5 - Right to cancel

5.1 - Academic Programme

If for any reason a student changes their mind about joining the University after they have accepted the University's offer (which is the point at which they contract to study with the University), the student has a legal right to cancel that contract for a period of **14 calendar days**, starting on the day after they accepted the University's offer.

To exercise this right to cancel, the student must inform the University of their decision to cancel by way of any clear statement by e-mail. An online cancellation form is available at: <http://www.herts.ac.uk/about-us/legal/cancellation-right>

To meet the cancellation deadline, it is sufficient for the student to send their communication concerning their exercise of the right to cancel to the University before the cancellation period has expired.

If the student has cancelled their contract in accordance with the above, the University will reimburse the student for all payments received from them in respect of the cancelled contract.

The University will make the reimbursement using the same means of payment as the student used for the initial transaction, unless they have expressly agreed with the University an alternative means.

5.2 On-campus accommodation

The cooling-off period for the accommodation licence (during which a student may cancel their accommodation arrangements) is **7 working days** (which means Mondays through Fridays but shall not include Saturdays, Sundays or public bank holidays as prescribed in England), which begins on the day the accommodation booking is confirmed by the student. During this period, the student is entitled to cancel their agreement without incurring any charges. Please refer to <https://www.herts.ac.uk/life/student-accommodation/documents-for-students-in-university-accommodation> for further information.

To exercise this right to cancel, the student must inform the University of their decision to cancel by way of any clear statement via e-mail to accommodation@herts.ac.uk.

If during the 7 working days the student collects their room keys and takes up occupation, they become bound by the Accommodation Terms and Conditions and in so doing waive any cooling off period.

6 - Tuition Fee Refunds

A student may be eligible for a refund if they have overpaid their tuition fees or if their tuition fees have been reduced.

Revised fees may be applicable in the following circumstances:

- Where the student withdraws from a programme;
- Where the student suspends their studies ("resting");
- Where the student changes their mode of study (full/part time);
- Where a student's visa is refused (for International Students);
- Where the student is eligible for a tuition fee discount and/or scholarship and/or tuition fee waiver; and/or
- Where the student has changed from self-funded to being funded by Student Finance England (or an equivalent funding body) (SFE) or a sponsor (e.g. an employer).

Please note that this is not an exhaustive list.

7 - Notification of withdrawal

As per the **Fees and Finance Policy**, if a student intends to withdraw from a programme or module of study, they must formally notify the University by using the standard UH withdrawal form which can be found at <https://ask.herts.ac.uk/withdrawing-from-university>

Withdrawal can be from the entire programme, or from one or more specific modules.

The student may claim a fee refund if they have paid a fee greater than the revised fee applicable on the withdrawal date.

Please refer to Section 2.9 of the University's **Fees and Finance Policy** for the implications for students who withdraw:

A student who has paid their own fees and withdraws from one or more modules cannot receive a fee refund if, after withdrawing from that module(s), the student is still defined as "full-time" under the UPR AS14 (over 75 credit points for a 2 semester year or 120 credit points for a 3 Semester year).

Type of student	Number of standard 15 credit modules taken in year	Status for fee purposes
Undergraduate	Up to & including 75 credits	Part-time module fee payable (home or international rate as applicable)
Undergraduate	Above 75 credits	Full-time fee payable (home or international rate as applicable)
Postgraduate	Up to & including 120 credits	Part-time module fee payable home or international rate, as applicable
Postgraduate	Above 135 credits	Full-time fee home or international rate, as applicable

8 - Fee Liability Dates and Refunds

The fee liability will be determined by the date the student formally withdraws or rests from the programme or modules or changes their mode of study (full/part time). This is also referred to as the 'exit date'.

Any student who is self-funding and has overpaid fees (after any outstanding liability has been deducted) may apply for a refund of any overpayment.

Monies paid to the University by SFE cannot be refunded to students (please refer to '[SFE Funded Students](#)' section below for further information).

All fee liabilities (as described above) are subject to a student's statutory right to change their mind about studying at the University within a period of 14 calendar days starting on the day after they accepted the University's offer, as set out in the **Key Facts document** which can be found at <https://www.herts.ac.uk/study/your-offer-package>.

The following fee liability, scholarship entitlement and refund entitlement dates apply to full and part time home, EU, International undergraduate and postgraduate students for the academic year 2020/21.

Semester A	Withdrawal Dates	Fee Liability
Full and part-time Home, EU, International Undergraduate and Postgraduate	Between 21 September 2020 to 4 October 2020 (or 8 November for 26/10/20 course starts)	0% of Tuition Fees
	Between 5 October 2020 (or 9 November for 26/10/20 course starts) and 17 January 2021	25% of Tuition Fees
	Between 18 January 2021 and 18 April 2021	50% of Tuition Fees
	On or after the 19 April 2021	100% of Tuition Fees
Semester B	Withdrawal Dates	Fee Liability
Full and part-time Home, EU, International Undergraduate and Postgraduate	Between 18 January 2021 to 31 January 2021	0% of Tuition Fees
	Between 1 February 2021 and 2 May 2021	25% of Tuition Fees
	Between 3 May 2021 and 8 August 2021	50% of Tuition Fees
	On or after 9 August 2021	100% of Tuition Fees
Semester C	Withdrawal Dates	Fee Liability
Full and part-time Home, EU, International Undergraduate and Postgraduate	Between 24 May 2021 to 6 June 2021	0% of Tuition Fees
	Between 7 June 2021 and 3 October 2021	25% of Tuition Fees
	Between 4 October 2021 and 2 January 2022	50% of Tuition Fees
	On or after the 3 January 2022	100% of Tuition Fees

Please note that exceptions to the above include UH Online and Research Programmes, which will have different liability dates to those mentioned above. Please refer to [‘UH Online Tuition Fee Refunds’](#) and [‘Research Tuition Refunds’](#) below for more information.

9 - SFE Funded Students

If an Undergraduate Home or EU student is in receipt of a Tuition Fee Loan from SFE, they will **not** be entitled to a refund on any overpayment of tuition fees. Any overpayments will be paid directly by the University to SFE.

A student in receipt of a Postgraduate Tuition Fee Loan or Doctoral Loan from SFE may apply for a tuition fee refund for any overpayments. This is because the loan is paid directly to the student.

10 - Change of Circumstances Form

The Change of Circumstances form is required by SFE, when the student's circumstances change. It ensures that the University's and the student's financial records are identical.

SFE require notification of a change of circumstance when a student is changing their programme of study in any of the following ways:

- Where a student is withdrawing from a programme;
- Where a student is suspending their studies ("resting");
- Where a student is resuming studies after having suspended studies within the same academic year;
- Where a student is repeating a period of study;
- Where a student is changing their mode of study (full/part time);
- Where a student is transferring to a new course or HEI; or
- Where information regarding the course, year, and tuition fee amount or tuition fee liability has been updated.

A **Change of Circumstances Form** must be completed by students on the following programmes:

- Undergraduate, Postgraduate and Doctoral;
- Full-time and Part time;
- Distance learning; and
- Sandwich.

If a student believes they need to submit a change of circumstance form, they should contact the Student Funding and Financial Support Team via funding@herts.ac.uk

For undergraduate students, once a change of circumstance has been processed, SFE will request the return of any overpaid fees from the University. The amount to be returned will be calculated based on the above fee liability dates (please refer to '[Fee Liability Dates and Refunds](#)'). This will reduce the tuition fee loan (and associated interest) owed by the student to SFE. If a student is self-funding and is later reassessed as eligible for funding by SFE, the student may apply for a refund of their payments.

11 - Non Refundable Element

As stated in the University's **Fees and Finance Policy**, an International student is required to pay a £5,000 tuition fee deposit on application.

Please refer to Section 2.10 of the University's **Fees and Finance Policy** for additional information for international students:

The tuition fee deposit consists of a non-refundable element of £2,500, should the student fail to register with the University. A minimum of £2,500 is non-refundable in all circumstances unless:

(i) the student registers at the University and subsequently withdraws before the first liability point:

- for Semester A students, this is 5 October 2020 (or 9 November for 26/10/20 course starts); and
- for Semester B students, this is 1 February 2021;

in which case they will be charged according to the date of withdrawal. Please see the '**Fee Liability Dates and Refunds**' section for more information; or

(ii) a student's visa to study within the United Kingdom is refused prior to a student's enrolment; or

(iii) the student fails to satisfy the academic or financial conditions set by the University; or

(iv) student cancels their contract within 14 calendar days of accepting the offer.

In these specific circumstances, the full fee paid will be refunded.

If the student's visa is refused, a refund will **only** be made if they have supplied the University with appropriate documentary evidence of the refusal by the Home Office.

A full £5,000 deposit will be retained (in all circumstances) if fraudulent documentation has been submitted or false representations made as part of a student's visa application or application to the University. Any student rejected for fraudulent conduct by way of false documents or false representations (including but not limited to any rejection under paragraph 9.7.1-9.7.4 of the UK Immigration Rules) will **not** be eligible for a deposit refund. In this instance, the University has the right to retain the full £5,000 tuition fee deposit. Fraudulent conduct includes using false representations to enter the UK to study and subsequently seeking asylum once in the UK.

12 - Full Payment Discount

International students may be eligible for a full payment discount of **£500** if they pay their tuition fees **in full** on or before the following dates depending on the semester they commence their studies.

Full Payment Deadlines:
Starting in Semester A – by Friday 5 October 2020 (or 9 November for 26/10/20 course starts)
Starting in Semester B – by Friday 8 February 2021

Please note: A student will not be eligible for the full payment discount if the University has not received a cleared payment by the deadline.

If students are eligible for the full payment discount, any overpayment will be returned to the source bank account (pursuant to money laundering regulations). Alternatively, the student may choose to keep the credit on the account for the following year's tuition fees (if applicable).

This discount applies to students studying on full time courses only. Please note that the following courses are **not** eligible;

- Pre-Sessional courses;
- Half year preparatory courses; and
- UH Online courses.

13 - Research Tuition Fee Refunds

All tuition fee refunds relating to research programmes are authorised by the Doctoral College. Please note that research programmes are subject to different refund terms and conditions to those stated above.

14 - Liability Dates and Refunds

A research student who changes mode of study (full/part time) or withdraws from study at any time in the year will pay a pro-rata fee based on the full-time and part-time fee and date of change.

If a student believes they are eligible for a refund of overpaid, they should complete a refund form and return it to research@herts.ac.uk

15 - Full Payment Discount

International research students who pay their own fees, in full, within 30 calendar days of the date of enrolment (or the anniversary of the relevant date of enrolment for returning students) are entitled to a £500 'payment in full' discount.

If a student has paid their tuition fee in full on this date and is eligible for the £500 discount, they may apply for a refund of the overpaid fees. A refund form should be completed and returned to the Doctoral College via research@herts.ac.uk.

16 - Research Tuition Fee deposit

A deposit of £5,000 is also required from international students applying for a research programme who require a student visa.

A £2,500 non-refundable element will be retained if the visa is refused due to false representations (as set out above).

17 - UH Online¹ Tuition Fee Refunds

Liability Dates and refunds

If a student withdraws or suspends their studies (goes dormant), a refund may be given in line with the UH Online liability dates, if an overpayment has been made.

Semester	Fee liability
Semester A	Fee liability is 25% from 5 October 2020 Fee liability is 50% from 2 November 2020 Fee liability is 100% from 23 November 2020
Semester B	Fee liability is 25% from 1 February 2021 Fee liability is 50% from 22 February 2021 Fee liability is 100% from 22 March 2021
Semester C	Fee liability is 25% from 7 June 2021 Fee liability is 50% from 28 June 2021 Fee liability is 100% from 26 July 2021

For example:

If a student withdraws/goes dormant on 26th October they will be liable for 25% of their Semester A modules.

If a student withdraws/goes dormant on 16th February they will be liable for 100% of their Semester A modules and 25% of their Semester B modules.

18 - Short Courses

Credit Bearing Short Courses (CBSC)

All refunds relating to CBSC are bound by the University's [‘Online Store Terms and Conditions of Supply’](#), as highlighted upon purchase from the UH Online Store.

If a student believes they are eligible for a refund, they should complete a Student Refund Form and submit it to refunds@herts.ac.uk. Any refund will require the approval of the relevant School of Study.

¹[1] UH Online refers to the University courses which at the time of initial application by the student are advertised as being an online course, which means that they are designed to be delivered, taught and assessed via web-based learning. UH Online does not refer to any programme which was intended to be campus based and due to circumstances has been amended to be delivered wholly or partly online.

19 - Sponsored Students

Where a sponsor (not SFE) pays the fee, or part of it, on behalf of a student, the University charges the sponsor the tuition fee for the year based on the programme liability dates.

If the sponsor has paid a fee greater than the fee applicable for the academic year, they will be entitled to a refund. In this instance, the student will not receive the refund unless the student was partially self-funding for their tuition fees.

This applies to all students including: Home, EU, International, full and part time students, and postgraduate and undergraduate students on programmes including UH Online and research programmes. Requests for research fee refunds will be reviewed by the Doctoral College before a refund is processed. A refund form will need to be completed in each circumstance and can be found on our website <https://www.herts.ac.uk/study/fees-and-funding/refunds>.

20 - On-campus accommodation Refunds

20.1 - Accommodation Deposit Refunds

Students are required to pay a £150 deposit at the time of accepting their offer of on-campus accommodation.

This accommodation deposit will be refundable (subject to any applicable charges) within 28 calendar days of the end of the accommodation contract.

Charges incurred may include (but are not limited to) the following;

- Charges for damage to the room or any University equipment;
- Fines for loss of keys or non-returned keys;
- Fines for smoking/illegal substances used in University's Residential Allocations;
- Charges for bedding packs; or
- Administrative charges (i.e. room changes, etc.).

Any remaining deposit will be refunded or offset against any outstanding accommodation debt (where applicable). For further information please refer to the '[Debt](#)' section above.

20.2 - Other Accommodation Refunds

A student may be eligible for a refund if they have overpaid their accommodation fees or their liability ceases.

End of accommodation liability may be applicable in the following circumstances:

- Where there has been an amendment to the accommodation contract;
- Where there is an early departure due to rooms being required for conferences;
or
- Where a student withdraws from study.

20.3 - Amendment to Accommodation Contract

If a student has moved to a room which carries lower fees, they will be entitled to a refund of any overpaid accommodation fees. Alternatively, if a student has moved to a room which carries higher fees, they will be charged accordingly. Any fee liability will be amended on the student's account.

A student may not be entitled to any refund of any part of the accommodation fees if the University imposes any regulations and restrictions on the manner in which the allocated room and/or communal areas of the accommodation may be utilised, where those regulations and restrictions are imposed to safeguard the health, safety and wellbeing of the University's students and staff or other authorised persons.

20.4 - Early Departure

Please note that a student will still be liable for their **full** accommodation fees, agreed at the time of accepting their offer, even if they decide to leave early, i.e. for personal reasons. If the student has left the accommodation early due to public health concerns then any refund shall be at the absolute discretion of the University.

If a student has applied for a conference room, they may be asked to vacate their room for a specific period of time. This time period will be stipulated by the University and the student will receive a credit on their account.

If there is no debt on the student's account, the money will be refunded. If there is debt on the account, the credit will be offset against this.

20.5 - Withdrawal from Study

If a student withdraws from their University Programme, they will be liable for their accommodation fees for four calendar weeks from the 'exit date' on the student's record.

20.6 - Updating details

If a student is paying via an instalment plan, any refund due will be processed using the current active card details held in the University's records.

For all other methods of payment, the student will be required to complete a Student Refund Application form and submit it for processing.

For further information on Accommodation refunds, please refer to the [University's Terms and Conditions](#)

21 - Other Deposit Refunds

21.1 - Equipment Deposits

Schools of Study within the University may administer deposits for equipment which they loan to students.

Equipment loaned to students may include (but is not limited to):

- EVS handsets;
- Bio kits;
- Religious protective headwear; and
- Lab Coats.

Students will **only** be refunded their equipment deposits if the School administering the equipment can confirm that the student has:

- a) handed back all of the relevant equipment loaned to the student, and
- b) the equipment is in good condition and has not been damaged in any way; and
- c) the equipment deposit was refundable.

In the event that the equipment has been damaged or lost, either fully or partially, the University may charge the student for any loss or damage, which will be deducted from the balance owed.

Schools will provide the student with the necessary paperwork for equipment loans and refunds. This must be clearly signed by the School representative or the refund will be refused.

Please note that **not** all equipment deposits are refundable. Students will need to confirm the position with their School before applying for a refund.

21.2 - Miscellaneous Refunds

Refunds of any other deposits or payments made by students, including external registration charges, deposits/charges for field trips, etc, are usually non-refundable unless otherwise stated by the School administering the deposit.

A refund form will need to be completed and authorised by the School and submitted to refunds@herts.ac.uk for processing, where a refund may be claimed.

22 - Compensation

Where students bring a complaint (pursuant to the applicable [UPR SA16](#)) and request compensation as part of the resolution of their complaint, the University will consider whether compensation is payable pursuant to the Consumer Rights Act 2015, the Higher

Education and Research Act 2017, and in line with requirements of the Office for Students. It will act responsibly and in accordance with best practice guidelines published by the Office of the Independent Adjudicator and the Quality Assurance Agency.

The University will consider the payment of compensation (to address any material failure to provide the services provided) as part of the formal complaints process set out in

[UPR SA16 https://www.herts.ac.uk/about-us/legal/complaints-policy](https://www.herts.ac.uk/about-us/legal/complaints-policy) Any claim for compensation will be considered on a case by case basis depending on the context and circumstances in which the student finds themselves, but will follow the principles of fairness and consistency. Compensation may be paid in the following circumstances:-

- the payment of additional travel costs for students affected by a change in the location of their course.
- commitments to honour student bursaries.
- compensation for maintenance costs and lost time where it is not possible to preserve continuation of study.
- compensation for tuition and maintenance costs where students have to transfer courses or provider.

This is not an exhaustive list.

23 - Contact Details

Query	Team	
Accommodation Fees and Refunds	Student Account Management	finance-accom@herts.ac.uk
Tuition Fee Refunds	Income Control	refunds@herts.ac.uk
Tuition Fees (excluding Research)	Student Account Management	student-finance@herts.ac.uk

24 – Version Control

Section	Amendment
	Changes made June 2020
2	Updated contact details
3	Clarification - refunds to closed accounts
4	Clarification – refunds when a student is in debt to the University
5.2	Clarification – implications of collecting keys
8	Updated dates
11	Updated dates
12	Updated dates
17	Clarification – UH online
20.3	Clarification – refunds after safety advice
20.4	Clarification – early departure
	Changes made Mar 2021

11	Non-Refundable Element

