



CSVPA Refund and Compensation Policy (Material Change or Non Continuation of Study)

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| Approved by Rector | October 2023 |
| Approved by Chief Financial Officer | October 2023 |
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1. Introduction

- 1.1 This policy has been produced to explain our policy on refunds and compensation so that your rights as a student are protected in the very unlikely event that we make a significant change to your course of study, or are no longer able to continue with the provision of your course of study.
- 1.2 CSVPA will always seek to deliver your course in accordance with the information set out in the prospectus, on our website, and other information provided when you applied to study at CSVPA. Our priority is to make sure that you receive the education which you are entitled to expect given the terms of your contract with us.
- 1.3 However, this may not always be possible, usually for reasons beyond our control. The steps which will be taken when continuation of study is under threat are laid out in the Student Protection Plan. The Student Protection Plan has been written to ensure that you are provided with every possible opportunity to complete your course at CSVPA.
- 1.4 If a situation arises which means that we make a significant change to the delivery of your course, or are unable to continue the provision of your course (a **discontinuation of study event** or **DOS event**), this policy sets out how we will support you and will determine if you are entitled to any compensation or a refund from us as a result (and, if so, how that will be calculated).
- 1.5 Students who cancel their course or withdraw from their studies should refer to our Terms and Conditions, located at www.csvpa.com/about/downloads.htm. Over 18 students who have booked accommodation in addition to their course should refer to the Residential Agreement sent to them in their offer pack.

2. When will this Refund and Compensation Policy apply?

- 2.1 CSVPA will inform you in writing as soon as reasonably practicable after becoming aware of a DOS event.
- 2.2 This policy will only apply if:
- 2.2.1 one (or more) of the DOS events listed in section 3 has occurred; and
 - 2.2.2 you have been affected by it because we have made a material change to your course of study, or can no longer provide your course of study to you.; and
 - 2.2.3 you have suffered losses as a direct result (see section 4).
- 2.3 For any claim not linked to the occurrence of a DOS event and our inability to continue to provide your course as a result (eg, an academic dispute about the way in which a course is being provided) that you feel may entitle you to some form of financial compensation then you must first raise such complaint in writing to ***studentservices@csvpa.com*** in accordance with our Complaints Policy.

2.4 As far as possible, it is the policy of CSVPA that any complaint is resolved through a dialogue between us and you, with reference to our Complaints Policy – a copy of which can be found on our website at www.csvpa.com/about/policies.htm.

2.5 If we feel that your claim for a refund or compensation is not one to which this policy applies we reserve the right, following notification to you, to transfer your claim into a complaint and treat it in accordance with our Complaints Policy

3. What do we mean by a discontinuation of study event?

3.1 As detailed in the Student Protection Plan, we consider it to be very unlikely that a discontinuation of study event will occur during your time studying at CSVPA.

3.2 However, in the table below, we have set out seven events which we identify could occur during your time studying at CSVPA, which would make it difficult for us to continue providing your course to you as advertised.

3.3 The seven events listed below are the **discontinuation of study events**. It is only if one of these events occurs that this policy will apply.

| DOS Event | Examples of why/how this might occur? |
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| 1. Closure of a site / Transfer of campus | Our buildings may become unusable as a result of a cause beyond our control. For example, the lease of the building could be lost or forfeited or the properly affected by fire, or adverse weather. If we can no longer provide you with tuition from the same campus/building as where you started your course, we will always endeavour to rearrange your tuition at a nearby location or for it to be delivered in some other way, but this may not always be possible. We consider this very unlikely to happen. |
| 2. Loss of key staff member(s) | If we were to lose a key member of staff for a particular course at very short notice, and cannot replace them with an appropriate individual, we may be forced to close your course. We consider this very unlikely to happen. |
| 3. Loss of validating partner | If our relationship with Falmouth University ends for any reason, and we cannot find another university to assume their role in validating our degree courses, we will no longer be able to offer higher education courses and award degrees. We consider this very unlikely to happen. |
| 4. Loss of Sponsor Licence | If our Sponsor licence was revoked, this may mean some international students were unable to complete their studies. We |

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| | <p>would do our best to make alternative arrangements, including liaison with UK Visas & Immigration, but current Student Visa regulations may mean students in this situation cannot switch sponsors inside the UK and have strict time limits for study.</p> <p>We consider this very unlikely to happen.</p> |
| 5. Loss of Designation | <p>This may impact on Home or EU students studying on undergraduate courses if we were to permanently lose designation.</p> <p>We consider this very unlikely to happen.</p> |
| 6. Planned Closure of Course | <p>We would seek to teach out all student enrolled on our courses. Should this not be possible, for reasons such as deferral or re-sits, we would seek to enable students to transfer to an equivalent CSVPA course or credit transfer to another HEI where they are able to complete their studies. We undertake not to close a course within 3 months of the start of an academic year. Course closures will be carefully managed over a sufficiently long time frame to mitigate against any impact on students and their experience.</p> <p>We consider this unlikely to happen.</p> |
| 7. Insolvency | <p>If we cease to be able to carry out our business of providing educational services due to us suffering an insolvency event (meaning we are liquidated or dissolved).</p> <p>We consider this very unlikely to happen.</p> |

4. Our Policy

4.1 It is our policy that if a DOS event occurs and you have been affected by it because we can no longer provide your course of study to you (and you do not transfer to another course that we are able to continue to provide), and you wish as a result to continue your course with another provider, we will:

- 4.1.1 provide you with a list of recommended alternative course providers, and assist and support you as much as we can in obtaining a place on a new course to continue your studies.
- 4.1.2 ensure you receive the award/qualification from us that recognises, as far as possible, the stage that you have reached.
- 4.1.3 consider any request for a refund of any amount of tuition fees already paid to us that relate to the period after the discontinuation of your course via the original payment method and paid to the original payer (see 5.4 and 7 below).
- 4.1.4 honour the amount of any awarded, but as yet unpaid, scholarship, bursary or other financial assistance and pay this directly to your chosen recommended alternative course provider to offset their future fees. This

will only be honoured so long as you have applied for a bursary from the alternative provider and have been refused.

- 4.1.5 consider whether provision may be made to compensate you for losses associated with additional tuition costs where you are forced to change provider, so long as the alternative provider chosen is on CSVPA's list of recommended alternatives.
- 4.2 It is our policy that, if a DOS event occurs, and we are forced to change your course site to one that is more than 5 miles away from the original course site, we will:
- 4.2.1 consider all requests for reimbursement of the additional travel costs (by public transport) which you incur travelling the additional distance to the new location.
- 4.3 It is our policy that, if a DOS event occurs and we are unable to continue providing tuition to you on your current course, and you wish to change to a different course at CSVPA we will:
- 4.3.1 consider whether provision may be made to compensate you for losses associated with maintenance costs, and tuition costs already spent, if the time spent on the original course cannot be recognised and counted as credit towards the course you change to.

5. Students who have suffered losses

- 5.1 CSVPA acknowledges that you may suffer losses where the College makes a significant change to your course of study or is unable to provide continuation of study such as, but not limited to;
- Maintenance costs
 - Lost time
 - Additional tuition costs (either as a result of higher fees at an alternative provider or as a result of additional modules needing to be taken elsewhere)
 - Reasonable travel costs as a result of relocation of provision (see 4.2.1 above)
 - Bursaries or scholarships no longer available to you
 - Additional visa costs as a result of changes necessitated by your transfer to another provider
- 5.2 If you believe you have suffered specific losses, financial or otherwise, as a direct result of CSVPA being unable to preserve continuation of study, the College will consider your situation individually and may award compensation appropriately. In this instance our approach to refund and compensation will depend upon an assessment of your individual circumstances, including any mitigation available to you, how you are funded, and the value of any credits you have obtained.
- 5.3 If you believe you have suffered specific losses as a direct result of actions taken by CSVPA to try and preserve continuation of study, such as moving the location of

study or the method of learning, the College will consider your situation individually and may award compensation appropriately.

- 5.4 Note that any fees paid through the Student Loans Company, or by a sponsor, are refunded to them (see 7 below).

6. How to apply for a refund or compensation?

- 6.1 In the rare event that a DOS event occurs and you have been affected by it, please write to us, clearly stating and demonstrating how you have been affected by the DOS event, and detailing (and evidencing) any financial loss which this has caused you.

- 6.2 CSVPA will consider whether it is appropriate for you to be refunded or compensated in some way, by applying the provisions set out in this policy.

- 6.3 Any requests should be written and addressed to ***studentservices@csvpa.com***, and within [3 months] of us notifying you of the DOS event occurring. CSVPA will carefully consider and respond to each request within [14 days] of receipt.

- 6.4 As far as possible, requests for refunds and compensation should be resolved through dialogue between you and CSVPA, and if necessary, through use of the CSVPA internal complaints procedure.

- 6.5 If the final response you receive from CSVPA is not satisfactory, you can refer the matter to the Office for the Independent Adjudicator (OIA) in England and Wales (for more details and for information about how to contact the OIA, see: <http://www.oiahe.org.uk/>).

- 6.6 Please note that you will not receive a Completion of Procedures letter (which is necessary in most cases for you to apply to the OIA) until you have completed the internal complaints procedure. You have 12 months from the date of the Completion of Procedures letter to apply to the OIA.

7. Payment

- 7.1 It is our policy that refunds will only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee and will not be paid in cash. This applies whether you are in receipt of a tuition fee loan from the Student Loans Company, pay your own tuition fees or have your tuition fees paid by a sponsor, relative or friend.

8. Questions

If you have any questions or concerns about this policy, or if anything is unclear, please contact ***studentservices@csvpa.com***.