

Student Refund and Compensation Policy

Owner	Head of Financial Planning and Analysis		
Version	3.1		
Changes	- The UK and International Student Refund Policies have been merged into one document. - The Policy has been amended to include students studying at Regent Hill London		
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Related internal policy	Student Protection Plan Student to Pay Policy Student Terms and Conditions		
Related external policies and regulations	OfS Condition C6		

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Introduction and overview

1. The Student Refund and Compensation Policy describes the arrangements for:
 - considering applications for tuition fee refunds from students enrolled under RTC Education Ltd t/a Regent College London and Regent Hill London ("RTC"); and
 - considering compensation for students who:
 - have a complaint about RTC upheld; or,
 - are affected by a material breach of contract by RTC; or,
 - are affected by a material change to a programme as described in the Student Protection Plan.
2. Definitions:
For the purposes of this policy:
 - International refunds apply to students who are sponsored under RTC's student sponsor licence. Refunds relate to tuition fees paid.
 - Domestic refunds applies to UK students. Refunds relate to tuition fees paid.
 - Compensation is a financial award that may be provided to students whose complaint about RTC has been upheld, or who are affected by a material breach of contract by RTC or a material change to a programme.
3. The primary audiences for this policy are:
 - UK students who wish to make a claim for a tuition fee refund;
 - Students who wish to make a claim for compensation; and
 - RTC staff who are responsible for considering claims for refund or compensation claims.

Who does this policy apply to?

If you are...	Then...
A student enrolled under RTC Education Ltd t/a Regent College London or Regent Hill London and registered with RTC	All parts of this procedure apply to you.
A student registered with one of RTC's partner institutions	This procedure only applies to you if you are registered with RTC. If you are registered with a partner institution, please refer to that institution's refund and compensation policies and procedures.
A student who is unsure whether they are registered with RTC or a partner institution	Please contact our staff for clarification before submitting a refund or compensation request.

Tuition fee refunds for International students

4. Tuition Fee

Please refer to the Student To Pay policy for any questions relating to tuition fees and payments.

If you are eligible for refund, you will only be eligible for your tuition fee less any discounts / scholarships and any administration charges that may occur detailed below.

5. Circumstance in which fee may be refunded

RTC may consider refund requests in the circumstances set out in the table below. Any refund will be considered based on the information and evidence provided by the student and the terms of this policy. RTC will only process refunds for tuition fee payments that have been received and cleared into RTC's UK bank account. Where payments are pending clearance, the refund request cannot be processed until the funds have cleared.

RTC may deduct a reasonable administrative charge of up to £500 from any approved refund to reflect costs incurred in processing the refund request, including administrative checks and associated compliance processes. Where a refund request relates to circumstances of fraud or misrepresentation, RTC may deduct a further amount of up to £500 to reflect additional costs incurred in investigating and processing the application. Any deductions will be communicated to the student as part of the refund decision.

Pre-CAS stage refunds (before a CAS is "Assigned" to a student)

Advance payments Withdrawal	If a student has made a tuition fee payment before a CAS has been issued and subsequently, notifies RTC that they wish to withdraw from the course, RTC will consider refund request in accordance with this policy. The student must provide a clear justification and supporting evidence for the withdrawal request to allow RTC to assess the application.
Advance payments Fraud	If a student has made a tuition fee before a CAS has been issued, and RTC determines, based on evidence available, that the student has provided fraudulent, misleading or inaccurate information during the application process, RTC may consider refunding any eligible tuition fees paid, subject to any reasonable deductions applied in accordance with this policy.

Other exceptional circumstances	RTC may consider refunding tuition fees under other exceptional circumstances on a case-by-case basis.
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Post-CAS stage refunds (after a CAS is “Assigned” or “used” to a student)

Advance payments Withdrawal	If a student has made a tuition fee payment before enrolling with RTC, and subsequently notifies RTC that they will not enrol or wish to withdraw, RTC will consider the refund request in accordance with this policy. The student must provide clear reasons and supporting evidence for the request to allow RTC to assess the application.
Visa Refusal	If a student is issued with a CAS but refused a visa through no fault of their own, RTC will consider the refund request. The student must provide evidence of the visa refusal and the reasons provided by the relevant authority. Where the visa refusal results from circumstances within the student’s control, including the submission of inaccurate information, fraudulent documentation or failure to meet visa requirements, a refund may not be payable.
Other exceptional circumstances	RTC may consider refund requests in exceptional circumstances on a case-by-case basis.

6. RTC will not normally consider refunding tuition fees where any of the following circumstances apply, unless exceptional circumstances are demonstrated and supported by appropriate evidence:
- A student is withdrawn or suspended from RTC on academic grounds, including failing to meet the academic requirements of the programme;
 - A student is withdrawn or suspended on non-academic grounds, including failing to comply with the International Student Attendance and Engagement Policy or other relevant RTC policies;
 - A student breaches the conditions of their visa or immigration permission;
 - A student is refused a visa for reasons, or on grounds, that they were reasonably able to control,
 - A student fails to disclose relevant information that may affect the outcome of their visa application or enrolment with RTC;
 - A student’s visa application is refused because fraudulent, misleading or false documentation has been submitted;

- g. A student travels to the UK after being advised not to do so by RTC or where they have been informed that they should not travel;
- h. A student has arrived in the UK and enrolled on their course, unless there are exceptional circumstances or a separate entitlement to a refund under this policy.

- 7. Refund application process: Requests for a refund should be submitted in writing and given to the recruitment lead, who will provide the student with the relevant refund request form and information on the process to follow. Students should provide all relevant information and supporting evidence required to allow RTC to assess the refund request.
- 8. Refund payments: Approved refunds will be made via BACS to the original payment source used to pay the tuition fees.

Refunds can only be made to the original payment source in accordance with anti-money laundering requirements. Where the original source is no longer available, RTC may consider an alternative payment method where the student can provide sufficient evidence to verify the identity of the account holder and confirm that the original payment source cannot be used. Evidence may include:

- evidence of the account holder's identity and that they made the initial payment;
- evidence to satisfy the refund panel that original payment source is unavailable.

Refund will be made in GBP. RTC is not responsible for any losses arising from foreign exchange rate fluctuations, bank charges, currency conversion costs applied. Any such charges will be the responsibility of the student or the third party receiving the refund.

- 9. Refund appeals: Students have the right to appeal a refund decision. Appeals must;
 - be submitted in writing;
 - be received by RTC within 20 working days from the date the student was notified of the refund decision;
 - include relevant and material information that was not available to the refund panel at the time of the original decision was made, where this information was not reasonably available to the student;
 - identify where the refund request was not considered in accordance with this policy.

Appeals will be reviewed fairly and reasonably. Where an appeal is upheld, RTC will reconsider the refund decision in light of the findings.

Appeals should be submitted to the Accounting and Finance Team. The team will acknowledge receipt within 5 working days, and aim to provide a decision within 20 working days of receiving the appeal.

Where the student remains dissatisfied following the appeal outcome, they must request escalation within 10 working days of the appeal decision. The escalation will be considered by the Board or accountable officer, we will review the available evidence and provide a final internal decision.

This internal appeal process does not affect the statutory rights or any external review options available to the students.

Tuition fee refunds for domestic students (UK students)

10. Domestic students will be eligible to apply for a refund where:
 - The students withdraws voluntarily from their course (excluding cases where the student has been withdrawn or de-registered by RTC) or;
 - The students has made an overpayment, including where the tuition fee funding or loan arrangements have been confirmed after payment has already been made.
11. Students who are considering withdrawal should be encouraged to discuss their circumstances with their Personal Academic Tutor before making their final decision. This is to ensure that students can make an informed decision based on all the options available to them and the potential implications of transferring to another course, suspending studies, or withdrawing completely, including any financial implications.
12. Students cancel their place and withdraw within the 14-day cooling off period as described in Recruitment, Selection and Admission policy and procedure, and terms and conditions, are not liable for any tuition fees.
13. Where a student withdraws after the 14-day cooling off period, the student will be liable for the applicable proportion of tuition fees based on the date of withdrawal and the source of the tuition fee funding, as set out in the table below.

Date of withdrawal	% of tuition fee due if funded by SLC	% of tuition fee due if funded by a sponsor or self-funded
After the first day of term 1	25%	33%
After the first day of term 2	50%	67%
After the first day of term 3	100%	100%

14. Requests for a refund should be submitted in writing and given to the recruitment lead, who will provide the student with details of the refund application process.

15. Tuition fee refunds will normally be paid to the original source of funding. Where tuition fees have been paid by Student Loan Company (SLC), any refund due will be returned to the SLC.

Refunds will normally be made via BACS to the account from which RTC received payment. RTC is not responsible for losses arising from foreign exchange fluctuations or charges applied by receiving banks or payment providers.

In accordance with anti-money laundering requirements, refunds can only normally be made to the original payment source. Where the original payment source is no longer available, RTC may consider an alternative payment method where sufficient evidence is provided, including:

- evidence of the account holder's identity and confirmation that they made the original payment; and
 - evidence demonstrating why the original payment source cannot be used.
16. Refund will be made in GBP. Any bank charges or currency conversion costs or conversion costs incurred by the receiving party will be the responsibility of the student or third party receiving the refund. Students have the right to appeal the decision made by the Refund Panel. Appeals must;
 - Be submitted by the student in writing,
 - Be received by RTC within 20 working days of the date on which the student was notified of the refund decision;
 - Include relevant and material information that was not available to the Refund Panel at the time of the original decision, where this information was reasonably available to the student; or
 - Identify where the refund application was not considered in accordance with this policy.
 17. Appeals will be considered fairly and reasonably. Where an appeal is upheld, RTC will reconsider the refund decision in light of the findings and the requirements of this policy.

Appeals should be submitted in writing to the Accounting and Finance Team. RTC will acknowledge receipt of appeal within 5 working days, investigate the appeal, and provide a written outcome within 20 working days of receipt. Where the matter remains unresolved following the appeal outcome, the student may request escalation.

Request for escalations must be submitted within 10 working days of the appeal outcome. The escalation will be considered by the Board or Accountable Officer, who will review the relevant facts and evidence and provide a final internal decision

18. The internal process does not affect any statutory rights or external review options available to the students.

Compensation

19. For the purposes of this policy, compensation is a financial award that may be made to a student where a complaint about RTC has been upheld, where RTC has materially breached its contractual obligations, or where a student is affected by a material change to their programme as described in the Student Protection Plan.

Compensation for upheld complaints

20. RTC's Student Complaints Procedure describes how students (including prospective students, current students and recent students) may raise complaints regarding actions or omissions by RTC or its staff.
21. Requests for compensation arising from an upheld complaint must be made through the Student Complaints Procedure. Students dissatisfied with the outcome of a formal complaint, including the absence or amount of compensation offered, may appeal in accordance with the relevant section of the Consolidated Appeals Procedure within 14 days of receiving the complaint outcome.

Material breach of contract and material changes

22. A material breach of contract may include:
- failure by RTC to provide specific undertakings given to the student in the way that the programme was to be delivered;
 - failure by RTC to deliver against information agreed with the student at the point at which they accepted an offer;
 - a prolonged disruption without sufficient mitigating action, which has put in jeopardy RTC's ability to offer teaching and learning that gives students a fair and reasonable opportunity to develop the appropriate levels of understanding for the programme;
 - failure to preserve continuity of study for the student. As the Student Protection Plan explains, RTC will also consider compensating students under certain circumstances in case of the following material changes:

Claims for compensation arising from a material breach of contract or material change covered by the Student Protection Plan must be submitted through RTC's Student Complaints procedure. Students should provide as much information as possible regarding any financial loss suffered to enable RTC to assess whether demonstrable and material financial loss has occurred.

23. As the Student Protection Plan explains, the RTC may consider compensation where students are affected by material changes:
- the closure of the whole College;
 - where part or all of a campus is rendered unusable for activities involving students;
 - where a programme undergoes a major change;
 - the deregistration of the College with the Office for Students;

- the loss of the College's license to sponsor international students;
 - where a relationship with an awarding body comes to an end;
24. Claims for compensation made for material breach of contract, or in connection with a material change will be considered by a Compensation Panel consisting of the Principal and an independent member of the Board of Directors. The Compensation Panel will adopt an evidence-based approach and assess compensation based on:
- the direct cost to the student of the breach of contract or material change;
 - whether the student has met their responsibilities to minimise their own losses, including: :
 - considering suitable alternative options where available; and
 - avoiding unnecessary delays in resolving the matter.
25. Demonstrable and material financial loss may include but is not necessarily limited to:
- increased cost of travel to study at another provider;
 - impact or delay affecting the student's ability to take up employment;
 - reasonable financial commitments made i reliance on course-related income assumptions, where these cannot be recovered through contingency arrangements;
 - expenses incurred directly because of the original programme which a student would not have incurred if they had not been studying on that programme and which hold no value under any contingency arrangements;
 - wasted expenditure or other demonstrable disadvantage arising from RTC's failure to preserve continuity of study.
26. In the case of a group complaint involving a request for compensation, RTC will ask individual students for evidence of financial loss and determine compensation on an individual basis.

Student bursaries and emergency loans

27. Should a student in receipt of a bursary transfer to another institution as a function of the activation of the Student Protection Plan, RTC will endeavour to honour the bursary for remainder of the academic year or level which the bursary applied to or was paid in.
28. Should a student in receipt of an emergency loan transfer to another institution as a function of the activation of the Student Protection Plan, the student will remain liable for the repayment of that loan to RTC in accordance with the terms of the loan.