

Refund and Compensation Policy

1. Scope and Purpose

- 1.1 This policy applies to students following a higher education programme.
- 1.2 It applies to students following an embedded higher education programme as part of an apprenticeship, in respect of the aspects of their studies delivered through the higher education programme.
- 1.3 This policy establishes a fair and consistent framework for the refunding of fees and the award of compensation. It is intended to ensure that students are treated equitably and supported appropriately where Walbrook's services do not meet agreed standards, or where Walbrook fails to meet its contractual obligations to a student.

2. Definitions

- 2.1 A refund is a full or partial repayment of an amount of money paid by a student to Walbrook, or an appropriate reduction in the amount of money a student would otherwise owe Walbrook in future, including a reduction in future tuition fees or other programme costs.
- 2.2 Compensation relates to some other recognisable loss suffered by a student, normally falling into one or more of the following categories, arising from Walbrook not delivering a service or provision as advertised:
 - reasonable out-of-pocket expenses paid to third parties, where the costs relate directly to the student's studies or activity with Walbrook and can be evidenced (for example, by receipts or invoices);
 - additional costs, over and above those that would normally have been required to study with Walbrook, where classes have needed to be re-taught, moved or transferred to an alternative provider or location; and
 - verifiable material disadvantage, distress, disruption or inconvenience arising from a failure by Walbrook to undertake its duties appropriately.
- 2.3 In some cases, Walbrook may offer a goodwill payment acknowledging that its service may have fallen short of the standard expected, even where there is no clear financial loss.
- 2.4 Early or alternative resolution is an agreement reached with a student to provide a remedy to a situation that has occurred. It may not be financial, but should satisfactorily address the student's concerns in a fair and equitable way. This may include:
 - rescheduling or re-running an event that failed to run as advertised;
 - offering an apology or a goodwill gesture;
 - providing additional learning resources or learning opportunities; and
 - assisting the student to move to an alternative programme that will enable them to continue their studies, either within Walbrook or with another provider.
- 2.5 Depending on the situation, a combination of these methods of recourse may be appropriate; they are not mutually exclusive.

3. When Walbrook May Make Refunds

- 3.1 There are specific situations where the refund of all, or a portion, of a student's tuition fees is a normal part of the process. The method for calculating refunds in these situations is set out in the Terms and Conditions. These situations include where a student:
- cancels their application prior to commencing their studies;
 - cancels their enrolment within the fourteen-day cooling-off period; or
 - voluntarily withdraws from their programme of study.
- 3.2 There are also situations where a refund of all or a portion of a student's tuition fees would be highly likely to arise, based on Walbrook's failure to deliver a service as promised, and where Walbrook and the student fail to agree an appropriate alternative resolution. These situations may include:
- the withdrawal of the student's programme of study;
 - a significant material change to the student's programme of study, as defined in the Terms and Conditions, which results in the student deciding to withdraw; or
 - significant disruption caused by an established failure to deliver a service as advertised.
- 3.3 A refund of tuition fees may also form part of the resolution where Walbrook upholds a formal complaint.

4. How Walbrook Calculates and Applies Refunds

- 4.1 Where a student voluntarily withdraws from their programme, the amount of any tuition fee refund will depend on:
- the timing of the withdrawal or cancellation, as detailed in the Withdrawal Policy;
 - the payment plan the student is following; and
 - any applicable terms set out in the Terms and Conditions.
- 4.2 Where a refund is due because of Walbrook's failure to provide a service as advertised (as outlined in 3.2 above), the refund will normally reflect the proportion of services that Walbrook agrees it failed to deliver.
- 4.3 Where a refund arises from overpayment or administrative error, Walbrook will return the full excess amount to the student.
- 4.4 Refunds will normally be made to the account that made the original payment, unless otherwise agreed.
- 4.5 Refunds will normally be paid within fourteen days of notification, unless otherwise notified.

5. How Walbrook Calculates and Applies Compensation

- 5.1 Walbrook may consider paying compensation where it establishes that a student has incurred a measurable loss, or has been affected in a materially adverse way by circumstances within Walbrook's control. This normally falls into the categories outlined in Section 2.2.

- 5.2 Walbrook will not normally award compensation where it has agreed a reasonable alternative resolution with the student.
- 5.3 Any compensation awarded will be fair and proportionate to the circumstances it is intended to address, and will align with recognised sector standards, such as those set out in guidance published by the Office of the Independent Adjudicator for Higher Education (OIA). Walbrook normally considers:
- the extent to which the student has been academically or financially disadvantaged;
 - the duration and seriousness of the impact the situation has had on the student;
 - whether there is clear evidence that the student's actions materially contributed to the loss, or that the student failed to take reasonable opportunities to mitigate it;
 - evidence of actual financial loss, where provided and relevant to the situation; and
 - any previous remedies already applied.
- 5.4 When making a compensation offer, Walbrook will normally set out the different elements of the offer, for example reimbursement of additional costs or payment to compensate for distress, so the student can understand how the amount was reached.
- 5.5 Compensation for distress and inconvenience is not intended to reflect the monetary value of the student's experience, but to provide a reasonable and proportionate acknowledgement of its impact. These payments are made with close reference to OIA guidance, to ensure that decisions remain consistent and fair.
- 5.6 Compensation will normally be paid within fourteen days of notification, into an agreed bank account, unless otherwise notified.

6. How to Request a Refund or Compensation

- 6.1 The refund of tuition fees during a voluntary withdrawal or cancellation is normally managed automatically as part of that process. Students do not need to request a refund separately.
- 6.2 A student who believes they are due a refund, or who has experienced a situation that they consider meets the threshold for compensation, should contact the Student Success team (service@walbrook.ac.uk).
- 6.3 Before contacting the team, a student should gather any supporting evidence and provide a timeline of the events leading to the request, to help the team review the case quickly and effectively.
- 6.4 Where a student is making a case for financial loss, they must provide evidence, such as bank statements or receipts, that verifies the claim.
- 6.5 Requests submitted more than three months after the event in question will not normally be considered. Walbrook may exercise discretion to consider late requests where there are exceptional circumstances, assessed on a case-by-case basis.
- 6.6 The team will review the application in collaboration with relevant colleagues, normally the student's Academic Lead and the Academic Dean, and may ask follow-up questions to clarify the situation. A response should normally be provided within ten working days, reflecting one of three outcomes:

- to agree the request and arrange payment of the recommended award;
- to agree, or partially agree, the request and explore one or more options for alternative resolution; or
- to disagree with the request.

6.7 In all cases, the team will provide a clear explanation of its reasoning, and will inform the student of their right to submit a formal complaint if they are unhappy with the outcome.

7. Complaints and Rights of Appeal

7.1 Details of how to submit a formal complaint, how it will be considered, and the avenues for onward appeal and independent adjudication, are set out in the Complaints Policy.

8. Any Questions?

8.1 Questions about this policy should be directed to the Registry team or to the named contacts in this document.

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