

## **Refund and Compensation Policy**

---

This Refund and Compensation Policy should be read in conjunction with the Student Protection Plan and sets out the principles that Christie's Education Ltd. ("CE") will apply if it is no longer able to provide continuation of study for some or all of its students because of an event that has triggered the Student Protection Plan.

### **1. Scope**

Examples of events that would trigger the Student Protection Plan, which would be covered by this policy, are:

- the closure of all or part of CE's premises;
- the significant alteration of a programme during the academic year;
- the suspension or closure of a programme;
- the departure of key staff from CE; and/ or
- the closure of CE.

CE shall not normally be liable for non-performance of any obligation where performance is prevented by acts, events, omissions or accidents beyond the control of CE; such situations would consequently not generally be covered by this policy. However, if the circumstances triggered the Student Protection Plan (for example because long term disruption to CE's premises created programme delay or completion), this policy would be applicable.

### **2. Practicalities**

When CE refunds tuition fees, it will do so directly to the student unless they were originally paid to CE by the Student Loans Company or a sponsor; in those circumstances, the fees will normally be refunded to the appropriate organisation.

Students will be expected to take reasonable steps to minimise any costs or losses and will not be compensated for costs that they could have avoided.

Where CE triggers the Student Protection Plan and facilitates a student's transfer to another provider, CE will honour any CE scholarship or bursary payments provided the terms and conditions applicable continue to apply and any eligibility criteria continue to be met.

If it is not possible for CE to continue to make the scholarship or bursary payments then an equivalent payment, which mirrors the terms of the scholarship or bursary, would be considered by CE, where appropriate and fair.

### 3. Refunds and compensation

- a. Where CE discontinues a programme but is able to teach out that programme to current students, we will not normally refund any tuition or other fees, or offer any compensation.
- b. If CE is unable to continue a programme at its own premises, either temporarily or permanently, but is able, in its reasonable academic and professional judgement, to deliver the same programme at an alternative location, CE will not normally refund any tuition or other fees. Where students reasonably incur additional travel costs because of this change of location, CE will compensate students for those costs.
- c. If CE makes a significant alteration to a programme or closes a programme during the academic year but CE is able, in its reasonable academic and professional judgement, to:
  - i. offer students a place on an alternative programme for which they are suitably qualified; or
  - ii. transfer students to a suitable alternative provider,

CE will not normally refund any tuition or other fees (even if the student does not wish to take up the place on an alternative programme or study at an alternative provider). Students would be responsible for the payment of any future tuition fees due, but if the fees of a new programme or provider are higher than those which the student would have had to pay for their original programme, CE will compensate students for the difference.

- d. If there is a departure of a key member of staff but CE is able, in its reasonable academic and professional judgement, to:
  - i. deliver the same or an appropriately modified version of the same programme; or
  - ii. transfer students to an alternative provider,

CE will not normally refund any tuition or other fees (even if the student does not wish to take up the place on the modified programme or study at an alternative provider). Students would be responsible for the payment of any future tuition fees due, but if the fees of the new provider are higher than those which the student would have had to pay for their original programme, CE will compensate students for the difference.

- e. If CE is unable to continue a programme and cannot make any alternative teaching arrangements to enable continuation of study, students will be able to terminate their contract. CE will normally:
  - i. refund tuition fees incurred in relation to the programme on which students are registered (or a proportion thereof if the student derives some credit or qualification from the partial programme) and the student shall not be under any obligation to pay any further tuition fees;
  - ii. compensate students for any appropriate losses incurred in relation to accommodation or maintenance costs (depending on the student's individual circumstances); and

- iii. compensate students for any other appropriate losses directly incurred, such as the costs of obtaining a visa (these being dependent on the students' individual circumstances).
- f. Where students are materially delayed in completing their programmes because of an interruption to their studies within the scope of the Student Protection Plan that is within the reasonable control of CE, CE will consider claims for other losses (e.g. lost time claims or additional maintenance and accommodation costs) on a case-by case-basis.