



Refund and Compensation Policy

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Refund and Compensation Policy

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Refund and Compensation Policy

1. Introduction

- 1.1 This Policy sets out University of the Built Environment's (the University's) approach to refunds and compensation for our students.
- 1.2 The University recognises that after You have registered for a programme You may need to withdraw or change Your original registration. Additionally, there may be circumstances where it is not possible for the University to preserve continuation of study for one or more students, e.g. if We have to close or change a programme.
- 1.3 This policy sets out our mechanisms for refunds and compensation for students in any such event.
- 1.4 This policy should be read in conjunction with the following University of the Built Environment documents:
 - [Terms and Conditions of Contract \(opens new window\)](#)
 - [Student Protection Plan \(opens new window\)](#)
 - [Academic and Programme Regulations \(opens new window\)](#)

2. Scope

- 2.1 This Policy applies to all University of the Built Environment undergraduate and postgraduate programmes including students studying with the London School of Architecture (LSA) on University of the Built Environment awards, European Union and international students.
- 2.2 The refund and compensation terms apply to all students with the exception of those studying on a publicly funded apprenticeship programme. It does however apply to students who are paying their own tuition fees, accessing student loans, and/or in receipt of student bursaries, and students whose sponsor (e.g. employer) pays their tuition fees.
- 2.3 This policy is without prejudice to students' common law and statutory rights, for example under the Consumer Rights Act 2015 and the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 (the Consumer Contract Regulations).

3. Definitions

For this policy the following definitions for refund and compensation have been used:

- 3.1 **Refund:** means the reimbursement in full or part thereof of tuition fees paid by You to the University, or an appropriate reduction in the tuition fees owed by You to the University for the future.
- 3.2 **Compensation:** will relate to some other recognisable loss suffered by You. This normally falls into two categories, either (a) recompensing You for wasted out-of-pocket expenses that You have incurred, which were paid to someone other than the University (such as travel costs) or (b) an amount to recognise material disadvantage to You arising from a failure by the University to discharge its duties appropriately. Compensation may take the form of financial payment, a discount or other benefit. You must act reasonably and seek to minimise any disadvantage for which compensation may be paid.

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4. Circumstances that may lead to a refund or compensation

The table below sets out the circumstances that may lead to a refund or compensation.

Action	Statement on refund	Statement on compensation
4.1 You cancel within 14 days	<p>New students are entitled to a refund under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 if they cancel the Contract within 14 days after the day on which it was entered into. Full information is provided within the Terms and Conditions of Contract (opens new window).</p> <p>For returning students see 4.2 section below.</p>	Compensation is unlikely to apply in this instance.
4.2 You voluntarily decide to leave the University of the Built Environment or to	You may be eligible for a partial refund.	Compensation is unlikely to apply in this instance.

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<p>transfer to another institution (and the University is not in breach of contract).</p> <p>Withdrawals will not be processed without a completed withdrawal form with the date of withdrawal recorded as the date that the withdrawal form is received by the University.</p>	<p>Withdrawal prior to four weeks after the semester / term start date – University will refund 80% of the tuition fees for the semester / term.</p> <p>The 20% retention of tuition fees reflects the costs the University incurred in enrolling You. You are still liable for 20% if You withdraw before the semester / term start date.</p> <p>Withdrawal more than four weeks after the semester / term start, no refund will be due.</p> <p>The retention of fees reflects the costs that the University has incurred in enrolling You on the semester / term, including providing access to the virtual learning environment (VLE), programme materials, and the provision of academic support and student support services.</p>	
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4.3 You inform the University before the module commencement date that you wish to voluntarily unregister from one or more modules, but remain on programme and the University is not in breach of contract. Note that you cannot unregister from modules after the module commencement date see Academic and Programme Regulations (opens new window) for information about interruption of studies.	You will be entitled to a full refund of any fees paid for the modules that you are unregistering from.	Compensation is unlikely to apply in this instance.
4.4 There is an interruption to Your programme, where you choose to take a break from your programme.	You will not usually be eligible for refund	You will not usually be eligible for compensation
4.5 There is an interruption to Your programme, where the break is unilaterally imposed by the University through the University's failure to deliver.	You may be eligible for a refund.	You may be eligible for compensation.
4.6 There is an interruption to Your programme, where the break is imposed by the University through the Fitness to Study Procedure.	You may be eligible for a refund.	You would not be eligible for compensation.

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4.7 The University discontinues the programme You are completing (and is not in breach of contract), and you transfer to an equivalent programme at the University.	A refund will not normally be offered.	Compensation will not normally be offered.
4.8 The University discontinues the programme You are completing (and is not in breach of contract), and you transfer to a programme that is not equivalent at the University (for example, where there is a difference in award, accreditation, programme length, or the cost of programme).	You may be eligible for a refund up to the full amount of any tuition fees paid.	You may be eligible for compensation.
4.9 The University discontinues the programme you are completing (and is not in breach in contract) and You decide not to transfer to an alternative programme at the University (i.e. You withdraw and cease Your studies or transfer to an alternative programme at another provider).	<p>You will be eligible for a full refund of any tuition fees paid.</p> <p>Where You are eligible for an exit award, pro rata tuition fees will be refunded for the portion of the University programme that cannot be taken.</p>	You may be eligible for compensation where a differential exists between the tuition fee payable at the University and the tuition fee payable to complete an equivalent programme at an equivalent institution in the same mode of study. In circumstances where the same mode of study is not possible, You will be paid tuition fee differential to complete an equivalent course at an equivalent institution.

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		<p>If You transfer to an equivalent programme at an equivalent institution in the same mode of study (i.e. part-time or full-time, online learning) and Your new tuition fees are greater than the tuition fees You would have paid for the discontinued programme, then You will be eligible for Compensation in the sum of the difference to the equivalent programme.</p> <p>If You transfer to an equivalent programme at an equivalent institution at which the same mode of study is not possible, and no appropriate equivalent programme at an equivalent institution delivered by the same mode of study was available to You within a reasonable period, and Your new tuition fees are greater than the tuition fees You would have paid for the discontinued programme, then You will be eligible for Compensation in the sum of the difference to the equivalent programme.</p>
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		Compensation is not usually paid for transfer to programmes or institutions that are not equivalent to the discontinued Programme.
4.10 The University makes changes to Your programme (but is not in breach of contract).	A refund will not usually be payable in these circumstances, unless through this change You are required to take a replacement module(s) which is materially different from the module outlined in the programme specification as a result of the removal of a module(s) when You were part way through completing the original modules (s).	You may be eligible for compensation where the change has disadvantaged You, such as where the length of Your programme has been increased, or an accreditation lost.
<p>4.11 You withdraw from the University or transfer to another provider because of a breach of contract by the University.</p> <p>If the University fails to comply with its obligations towards You under the Contract, We will be responsible for any foreseeable loss or damage You suffer that has arisen as a result of the University's breach of contract, but the University will not be responsible for</p>	It may be appropriate for the University to provide up to a full refund of tuition fees.	You may be eligible for compensation for loss caused by the breach to contract in line with the Our liability clause in the Terms and Conditions of Contract (opens new window) .

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any loss or damage that could not have been foreseen or any loss or damage that You have failed to mitigate (i.e. reduce or avoid) where it was reasonable to do so. Loss or damage can be considered to have been foreseeable where they are an obvious consequence of a breach by the University, or if they were considered by You and the University at the time the contract was entered into.		
4.12 The University lawfully ends Your contract and relationship with the University under the Terms and Conditions of Contract (opens new window) and Academic and Programme Regulations (opens new window) .	No refund of tuition fees will be given.	You would not be eligible for compensation.

4.13 Sums owed to Us.

We may reduce the amount of any refund or compensation that would otherwise be payable to You by an amount equal to any sums that You owe to Us.

5. Process for managing refunds/compensation claims

- 5.1 If You are eligible for a refund through clause 4.1 or 4.2 or 4.3 Your refund will automatically be processed and You do not need to request this.
- 5.2 For anything that falls outside of clause 4.1 or 4.2 or 4.3, if You want to request financial redress or to discuss a potential request or issue related to this Policy You should email finance@ube.ac.uk. You should use the Refund and Compensation Form to set out Your request.
- 5.3 Students will be required to submit written evidence in support of a request for financial redress.
- 5.4 Although circumstances for each individual student will be different, the process for considering refunds and compensation will be fair and consistent for all students so that You can be confident You are being treated equally. The process can be found in [Appendix A](#).
- 5.5 The University is committed to being open and transparent in its communications with all students when considering refunds and compensation.
- 5.6 The University, in considering requests for refunds and/or compensation, will:
- 5.6.1 seek to ensure that it meets its statutory responsibilities and duties in law, including compliance with the Consumer Rights Act 2015 (CRA) and the Higher Education and Research Act 2017 (HERA) and the Consumer Contract Regulations 2013.
 - 5.6.2 seek to ensure it fulfils its responsibilities as part of its registration with the Office for Students (OfS), which is the regulatory body for Higher Education Providers in England.
 - 5.6.3 comply with the [Academic and Programme Regulations \(opens new window\)](#).
 - 5.6.4 consider, on a case-by-case basis the particular circumstances of the matter including:
 - the nature and reasonableness of the loss which the student has incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with the

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student's transfer to another programme of study or provider or in connection with a bursary);

- the context in which the loss arises (for example, if a student makes a complaint that the University has not complied with its obligations under the contract, or if the University implements its [Student Protection Plan \(opens new window\)](#) in circumstances where the University is no longer able to preserve continuation of the student's study).

5.7 You will receive the outcome of your request within 20 working days of receipt.

5.8 If for any reason You are not satisfied with the way the University responds to Your request, please refer to [section 10](#).

6. Refunds for Students in receipt of bursaries

6.1 University of the Built Environment bursaries are awarded as reductions to tuition fees, not as monetary awards.

6.2 Bursary awards are granted for the duration of a student's programme, unless otherwise stated at the point of award. Once granted, the University cannot withdraw a bursary unless a student withdraws from their programme, or their programme registration is ended by the University under the [Terms and Conditions of Contract \(opens new window\)](#) or [Academic and Programme Regulations \(opens new window\)](#).

6.3 If a student transfers to an alternative University of the Built Environment programme at the same level (following discontinuation of their original programme or otherwise) the bursary award will transfer to the alternative programme. Where satisfactory alternative programme arrangements cannot be made by University, the value of tuition fees paid by You after bursary will be eligible for refund as set out in [Section 5](#) above, in addition to any compensation that may be payable.

7. Payments of refunds or compensation

- 7.1 Any refund payment will be made to the person or organisation making the original tuition fee payment. For example, where tuition fees have been paid by your employer under a Sponsorship Agreement any refund due will be made to the employer.
- 7.2 For students funded by the Student Loan Company (SLC), the University will notify SLC of your withdrawal as soon as reasonably possible before the next loan liability point so that the next instalment of the tuition fee loan is not paid. You will only be liable to repay the tuition fee loan instalments paid whilst you were an eligible student. The tuition fee liability at the date of withdrawal will be calculated as above, and any refunds due will be made to the SLC. Your tuition fee liability will never exceed the amount of the loan advanced.
- 7.3 Where the University is in breach of the Contract, partial or full refunds will be paid electronically within 14 days of the agreement of the claim by both parties. Where there has not been a breach by the University, partial or full refunds will be paid within 30 days of the agreement of the claim.
- 7.4 Compensation payments will be paid electronically within 14 days of the agreement of the claim by both parties.

8. Discretion

- 8.1 The University retains a general discretion to make refunds in circumstances under which students may not normally be entitled to a refund. This may include mitigating circumstances of an exceptional nature such as where a student has a serious or sudden illness. This is at the absolute discretion of the University, and written evidence will be required.

9. Non-financial remedies

- 9.1 The University may also consider remedies that satisfy your complaint without the need for a refund or financial compensation, which could include an apology or goodwill gesture.
- 9.2 In addition to seeking financial redress under this policy, You also have the right to seek repeat performance under sections 54-56 of the Consumer Rights Act 2015, and You may be entitled to a price reduction under that Act. For more information you should contact the [Competition and Markets Authority \(opens new window\)](#).

10. Complaints

- 10.1 If for any reason You are not satisfied with the way the University responds to your request for a refund or compensation you should in the first instance make a complaint to complaints@ube.ac.uk, in accordance with the [Students Complaints Procedure \(opens new window\)](#).
- 10.2 If, after exhausting University's complaints procedure, you are still not satisfied you should refer your complaint to the [Office of the Independent Adjudicator \(OIA\) \(opens new window\)](#).

11. Approval and review of this policy

This Policy is subject to annual review and approval by the Executive and Finance Director.

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Appendix A: Process for managing non-routine refunds /compensation claims diagram

If you are eligible for a refund through clause 4.1 or 4.2 or 4.3 of this policy, your refund will automatically be processed and you do not need to request this.

For anything that falls outside of clause 4.1 or 4.2 or 4.3, your request for financial redress will follow the process shown in the diagram below.

