

THE ENGINEERING & DESIGN INSTITUTE LONDON

STUDENT COMPENSATION AND REFUND POLICY

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Owner	Head of Governance and Compliance
Approved by	Executive
Approval date	18 August 2025
Review date	1 September 2026
Version	1.0

1. INTRODUCTION

- 1.1. The purpose of this Student Compensation and Refund Policy (the "**Policy**") is to set out circumstances in which The Engineering and Design Institute London ("**TEDI-London**") may consider offering refunds of tuition fees and or compensation (including in particular where TEDI-London has been unable to preserve continuity of study due to its actions or omissions) and how it will be calculated.
- 1.2. This Policy relates to the potential refund of all or part of the tuition fees paid by the Student Loans Company ("**SLC**"), private sponsor, Governmental body or other recognised organisation, or to you directly. The measures contained in this Policy are in addition to the protection that all students have under consumer protection law and does not affect your consumer rights.
- 1.3. This Policy should be read in conjunction with the Student Terms and Conditions and our Student Protection Plan.
- 1.4. This Policy has the goal to treat students as equal contractual partners, to be clear, unambiguous, and respect the balance between each other's rights and obligations. It is an expression of TEDI-London's good faith and fairness.
- 1.5. In this document "you" and "your" refer to the student; "we", "us" and "our" refer to The Engineering and Design Institute London ("**TEDI-London**").

2. DEFINITIONS

- 2.1. In this Policy, a "**refund**" means the repayment of sums paid by you to us or an appropriate reduction in the amount of money owed by you in the future. This may include tuition fees, or other programme costs.
- 2.2. **Compensation** means some other recognisable loss suffered by you. This can fall into two categories:
 - a. compensating you for wasted out-of-pocket expenses you have incurred, which were paid to someone other than us (such as travel costs or accommodation costs); or
 - b. an amount to recompense for material disadvantage to you arising from a failure by us to discharge our duties appropriately.

- 2.3. Compensation may take the form of a remedy without a financial payment such as an apology or a goodwill gesture but could also take the form of a discount, a financial payment, or some other form of benefit.
- 2.4. A reference to us no longer being able to preserve continuation of study means that we have terminated or intend to terminate:
- a. an academic programme of study on which you have accepted a place *before you can enrol as a student*; or
 - b. an academic programme of study on which you are enrolled *before you have completed that course*.

3. POLICY STATEMENT

- 3.1. Before applying for a refund and or compensation under this Policy, we expect you to have completed our Student Complaints Procedure which is set out in our [Student Regulations](#).
- 3.2. If you submit a formal complaint through the Student Complaints Procedure (as set out in our [Student Regulations](#)) and have that complaint upheld, you may apply to us for a refund and or compensation (including financial compensation) under this Policy. You can apply for a full or partial refund of tuition fees and a full or partial refund of wider expenses incurred while studying with us. Compensation may take the form of a financial refund, price reduction or repeat provision of service.
- 3.3. This Policy also determines when compensation may be payable to a student where TEDI-London accepts it has been unable to fully discharge an element of its contract with the student. For example, where we are no longer able to preserve continuation of study for one or more students, where there has been prolonged disruption to a programme of study, or where the programme of study has been subject to substantial change.
- 3.4. We consider refunds and compensation to be a remedy of last resort and are committed to using our best endeavours to ensure that you can continue and complete your studies. We recognise that it is important to explain how we will compensate you in the unlikely circumstances where this will not be possible.

- 3.5. We will make every attempt to ensure that you do not suffer prolonged disruption to your learning through our adaptable approach to teaching and learning.
- 3.6. In addition to the rights set out in this Policy you also have additional statutory remedies under the Consumer Rights Act 2015. You should seek independent advice on this.
- 3.7. The final decision regarding a matter raised under this Policy or any of the associated policies will be the final decision of TEDI-London; there is no right to further consideration of the same matter under a different associated policy.
- 3.8. TEDI-London subscribes to Office of the Independent Adjudicator for Higher Education (the “**OIA**”), which acts as an independent ombudsman and final arbiter of complaints.

4. SCOPE OF THIS POLICY

- 4.1. This Policy applies to you if you are currently enrolled with us or if you have accepted a place on a relevant programme of study with us. This Policy applies regardless of your standing for fee purposes (i.e. whether you are a Home/Channel Island or International Tuition Fee paying student).
- 4.2. This Policy will not apply to you if you have completed your studies with us unless, in accordance with the Student Complaints Procedure (as set out in our [Student Regulations](#)), you have a complaint upheld within six months of the end of your registration.
- 4.3. This Policy does not cover refunds for withdrawal from studies. Please refer to the Student Fees Policy for further information on this.

5. DEFERRAL/OVERPAYMENT

- 5.1. If you defer to a later programme, no fee adjustments or refunds will be given. Any fees paid will be carried forward to your deferred programme.
- 5.2. Any overpayment of programme fees arising from a deferral (in accordance with the Terms and Conditions) will automatically be carried forward to the deferred programme. These funds will be used to offset any fee liability upon resumption

of studies. If you are paying fees via an instalment plan, then any future unpaid instalments will be transferred to a similar schedule on your deferred programme.

6. CONFIDENTIALITY

- 6.1. A request for a refund or compensation will be handled with an appropriate level of confidentiality, with information released only to those who need it for the purposes of responding to the request.
- 6.2. Where it is necessary to obtain information from a third party in relation to the request, we will only give them as much detail about the request as is necessary to obtain the information required from them.

7. OPPORTUNITY TO TRANSFER

- 7.1. In the unlikely event that we are not able to 'teach out' a programme that is being discontinued, you will be offered the opportunity to transfer to another programme at TEDI-London.
- 7.2. If there is no suitable alternative programme at TEDI-London, we will support you to transfer to a suitable programme at another institution.

8. CONSIDERATION OF CLAIMS FOR COMPENSATION AND OR REFUNDS

- 8.1. We will consider one or more of the following factors in assessing individual and group claims under this Policy:
 - a. whether we failed to deliver any specific undertakings that had been given to you in relation to the delivery of your programme;
 - b. whether there had been a failure by us to deliver against material information agreed with you at the point of acceptance of the offer, or if we provided inaccurate material information to you prior to the point of acceptance of an offer;
 - c. whether a period of prolonged disruption, without sufficient remedial action, has jeopardised our ability to offer guided learning in a manner that ensures you have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme of study;

- d. whether there has there been a demonstrable loss to you, and in particular if you had not been able to achieve the learning outcomes for your programme of study;
- e. whether we followed our own processes in delivering the programme of study (such as quality assurance and communications to students);
- f. whether you had been affected in relation to your final degree award, accreditation award or ability to take up a job offer;
- g. whether you had met your own responsibility to minimise losses;
- h. the impact on you as a result of any reasonable adjustments that were implemented to mitigate against any loss, and consideration of whether you were still disadvantaged after the alternative arrangements had been implemented;
- i. whether a complaint is made due to disruption to your learning experience which is beyond your control and/or whether we communicated with you clearly and consistently throughout the process, making you aware of any changes and how they might affect them; and
- j. you have any outstanding debt with TEDI-London and if this will be taken into consideration in any assessment made by TEDI-London as to the appropriate refund and/or compensation that may be due to you.

9. INDIVIDUAL CLAIMS

- 9.1. All claims under this Policy should be submitted to the Student Hub at studenthub@tedi-london.ac.uk.
- 9.2. Any claims submitted by students under this Policy should:
 - a. include full details of a student's claim;
 - b. confirm that the complaints procedure set out in our Students Complaints Procedure has been exhausted (if applicable); and
 - c. set out the impact of the event and what steps you have taken to mitigate this (if applicable).

- 9.3. No application for a refund will be considered unless a refund application form with supporting documentation has been fully approved and processed by TEDI-London in accordance with the terms of this paragraph 9.
- 9.4. Upon receipt of a claim under this Policy we will consider the detail of the claim against the factors outlined below. We will provide a written response to you within 15 working days of receipt of your claim.

10. GROUP CLAIMS

- 10.1. Where a problem has potentially affected many students, we may use a separate streamlined process for dealing with groups of complaints. This will be consistent with the Student Complaints Procedure (as set out in our [Student Regulations](#)) and should this situation arise we will make the process clear to you and ensure that this is fair and proportionate. If you would prefer to use the Student Complaints Procedure (as set out in our [Student Regulations](#)) individually, you will not be prevented from doing so. We could decide that an issue arising from an individual complaint affects more than just that individual and apply this Policy more widely.
- 10.2. If your complaint is dealt with through the group process rather than the Student Complaints Procedure (as set out in our [Student Regulations](#)) and you are dissatisfied with the outcome, you will be offered the option of receiving a Completion of Procedures letter in order to progress a complaint to the OIA.
- 10.3. If you use the group process and are satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.

11. EXCEPTIONAL CIRCUMSTANCES

- 11.1. TEDI-London may consider a refund if you are subject to exceptional circumstances. TEDI-London regards exceptional circumstances to be matters which were unforeseen, manifested after the payment of tuition fees, and which make continuing study impracticable.
- 11.2. For example, bereavement, unexpected personal or family problems or illness might be considered as an exceptional circumstance.

- 11.3. TEDI-London would not normally regard work pressures, or holidays to be exceptional circumstances. In addition, long-term problems such as ongoing financial difficulties may not be accepted as an exceptional circumstance. If you have long-term problems, which affect your studies, you should always let us know. TEDI-London may be able to provide some additional support. You may also wish to think about deferring your study in accordance with the Student Terms and Conditions.
- 11.4. If you have cancelled or withdrawn from your Programme, satisfy the criteria for exceptional circumstances described in this paragraph 11 and are still liable for some or all of the programme fees, you can appeal against these fees using the claim process set out in paragraph 9.

12. COMPENSATION PLAN

- 12.1. Where TEDI-London is no longer able to preserve continuation of an academic programme of study (for example if we close your programme in accordance with section 10.2 of the Student Terms and Conditions), and students have already commenced study on that programme, or where the student has an alternative claim pursuant to the terms of this Policy, they may make a claim for compensation where they are forced to withdraw from TEDI-London.
- 12.2. We will put in place a compensation plan relevant to your circumstances. This may be on an individual basis or on a group basis where the same issues affect several students. This includes provision for compensation in respect of additional costs reasonably incurred by you as a result of any transfer of programme or cessation of programme of study or change in our location.
- 12.3. You should also take reasonable steps, in line with advice given by us, to mitigate the situation.
- 12.4. Any payments associated with a compensation plan will include appropriate provision for:
- a. tuition fee refunds;
 - b. maintenance costs and lost time following a closure of a programme of study;
 - c. tuition and maintenance costs where students have to transfer to a different institution;

- d. for international students, any costs associated with visa changes necessitated by a change in sponsor;
 - e. commitments to honour student bursaries;
 - f. reasonably incurred accommodation costs;
 - g. travel costs as a result of relocation of the programme of study; and
 - h. other institution-related costs, e.g. sports club membership.
- 12.5. TEDI-London will seek to ensure that any compensation payable to any students under this Policy will be:
 - a. reasonable;
 - b. tailored to take into account the needs of different students; and
 - c. guided by the principles of the Office of the Independent Adjudicator.

13. PAYMENTS

- 13.1. If a refund and or compensation payment is approved in accordance with this Policy, the payment will be returned to the original payer using the same method of payment as the original remittance whether credit/debit card or BACS payment. This is to ensure that TEDI-London complies with anti-money laundering requirements.
- 13.2. Where your fees are paid by the Student Loans Company ("**SLC**"), as part of a tuition fee loan or grant, any refund will be made to the SLC.
- 13.3. If your fees are paid by your employer or another third party, any refund will be made to the bank account of the employer or third party.
- 13.4. Where payment of programme fees was split between more than one payer, any refund due will be made in proportion to the original split.
- 13.5. Once a refund and or compensation request has been approved by TEDI-London, all refunds and or compensation will be made within 14 days of the refund and or compensation being approved. All payments will be made in UK GBP. TEDI-London will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred.
- 13.6. If you choose to cancel within the 14-day cancellation period – commencing on the date you accept an offer of a place on your programme – you will receive a refund within 14 days of TEDI-London receiving your cancellation notice.

- 13.7. Cash receipts are not accepted, and therefore cash refunds cannot be made.

14. COMPLAINTS AND EXTERNAL REVIEW

- 14.1. If you remain dissatisfied with the outcome of a claim for a refund and or compensation under this Policy, you should submit a formal complaint through the Student Complaints Procedure (as set out in our [Student Regulations](#)).
- 14.2. If you remain dissatisfied with the outcome of a complaint for a claim for a refund and or compensation under this Policy having exhausted the Student Complaints Procedure (as set out in our [Student Regulations](#)), you may be able to apply for a review of the claim by the OIA. This is an independent review scheme external to and independent of our complaint procedure.

15. CHANGES TO THIS POLICY

- 15.1. We will monitor and review this Policy annually alongside the Student Protection Plan.