

# The Dartington Trust

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Dartington School of Arts and Schumacher College are part of the Dartington Trust, which is registered in England as a company limited by guarantee (Company no. 1485560) and a charity (Charity no. 279756) whose registered office is The Elmhirst Centre, Dartington Hall, Totnes, Devon TQ9 6EL. VAT no. 402196875.

## Compensation and Refund Policy

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| <b>Document Title:</b>                                      | Compensation & Refund Policy   |
| <b>Version:</b>   | 1.2  |
| <b>Document Author:</b>                                     | Colin Searls (Chair, AQSC)   |
| <b>Responsible Committee:</b>                               | Academic Quality & Standards Committee   |
| <b>Approving Body:</b>                                      | Academic Board   |
| <b>Date of Approval:</b>                                    | This Policy was initially approved by the Dartington Hall Trustees for submission to The Office for students as part of The Dartington Hall Trust application for registration, in September 2018. |
| <b>Date Effective From:</b>                                 | 1 <sup>st</sup> September 2021   |
| <b>Review Date:</b>   | 1 <sup>st</sup> September 2022   |
| <b>Summary of Changes:</b> Amend ref Academic Board page 1. |  |

This policy should be read in conjunction with the Dartington Learning Student Contract and the Dartington Learning Student Protection Plan. In the event of any conflict between this policy and the Student Contract and/or the Student Protection Plan then the Student Contract shall take priority, then the Plan, and then this policy.

This Policy will be considered annually by Academic Board. The annual review process will include consideration of student opinion through receipt of comments from student representatives at Dartington Trust. The Compensation and Refund Policy will be made available to all students and prospective students via the Dartington website. The Head of Dartington Learning will be responsible for ensuring that staff members are aware of the Student Protection Plan and how it should be implemented

We will review this Compensation and Refund Policy at least annually and update and amend as required. We also reserve the right to amend this policy from time to time based on legal or regulatory changes affecting you or us, or best practice in the higher education sector.

It will not be possible for you to obtain redress under both the Student Protection Plan and this Compensation and Refund Policy; in some instances you might be given a choice between accepting redress under either the Plan or the Policy, in which case you will be able to opt for one or the other but not both.

The Dartington Trust Student Contract explains that, in exceptional circumstances, it may be necessary for Dartington to revise the content or delivery of programmes or discontinue or suspend programmes, often in circumstances outside our control. Whilst it is unlikely, the possibility nevertheless exists that delivery or administration of programmes or modules may fall short of the high standards we expect and work hard to deliver.

The circumstance could arise in which we will cancel a programme before it starts, when we judge that it will not be viable for academic, regulatory, legal, commercial, financial or other reasons. This policy would only apply in such circumstances if you have applied for a place on the programme we have had to cancel, and you have accepted an offer to study on that programme with Dartington Trust. These instances are very rare indeed. We work hard to anticipate any changes to our provision so we can minimise disruption to you and enable you to complete your studies as intended. We explain how we will do this in the Dartington Student Protection Plan. However, after exploring all possible options, a situation might arise in which it is not possible for us to preserve the continuation of your study or, even if your study can continue, it will be significantly disrupted.

In these cases, you may be eligible for a refund of fees and other payments made to Dartington Trust, in full or in part, and/or compensation for other losses you have incurred.

Dartington Trust does not accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this Policy. Only foreseeable loss will be covered by Dartington Trust.

Sometimes Dartington Trust will make proposals for refund or compensation to you when any of the matters mentioned above arise. If Dartington does not make proposals or you do not consider the proposals for refund or compensation to be acceptable then you should use the Dartington Student

Complaints Procedure. This Compensation and Refund Policy will be considered by Dartington Trust in relation to any complaint it receives.

We will consider eligibility for refund and/or compensation on a case by case basis and will take into account factors including (but not limited to):

- the scale and impact of the matters affecting you;
- travel or accommodation costs (e.g. where you are having to relocate because Dartington has to move your programme to an alternative location or you have to transfer to another provider);
- maintenance costs (e.g. childcare if student contact sessions have to be delivered at times outside the normal teaching day/week);
- what mitigation we have put in place that you may or may not have taken advantage of – including the provisions set out in the Student Protection Plan;
- how much of your programme you have completed;
- what is reasonable in all of the circumstances.

Eligibility for refund and/or compensation, and the amounts to be awarded, will be considered by the Head of Dartington Learning and/or Chief Executive of The Dartington Trust before being put forward for approval by The Dartington Trust Board at its quarterly meeting.

In some cases, we will establish set rates for compensation of accommodation or travel costs, which will be applied automatically to all affected students. We will explain clearly how we have calculated these set rates. In other cases, we may ask you to provide evidence of costs which you have incurred for which you are seeking compensation. You will be advised about what will happen and what you will need to do at the appropriate time.

If you are unhappy with the action Dartington has taken to deal with issues of refund and compensation and, in particular, disruption to or cessation of your study, then you may use Dartington's Complaints Procedure to raise your concerns. While Dartington would hope that this procedure will satisfactorily resolve your problem there may be occasions where this will not be the case. In these latter instances, you are able to ask the Office of the Independent Adjudicator for Higher Education (OIA) to review your complaint and the way in which it has been handled by Dartington Learning. You can only refer your complaint to the OIA when you have exhausted Dartington Learning's complaints procedure.

This policy does not cover instances where you may be considering withdrawing from or interrupting your studies for personal reasons. If you are thinking about this, please get in contact with your programme leader or research degree supervisor as appropriate, and seek advice. Students choose to interrupt study or withdraw for a variety of reasons and we may be able to help.

If you decide that you do not want to continue with your studies in this academic year, it is important that you correctly withdraw or interrupt study as there are academic and financial implications that you need to consider including any student loans. For international students there will also be implications with regard to your visa.

### **Where Dartington Trust is in Partnership with a UK Awarding Body**

Dartington Trust operates in partnership with UK universities. Dartington acts as the delivering institution for awards that are validated by its partner universities. In this respect, a legally binding

Academic Cooperation Agreement covers the responsibilities of both partners. The Dartington Trust Compensation and Refund Policy will take priority over policies developed by Dartington's academic partners. Redress offered to a student under the Dartington Student Protection Plan and/or the Dartington Compensation and Refund Policy will be taken into account when a student seeks secondary redress under the provision of an awarding body.

Each of Dartington Trusts awarding bodies will have its own Compensation and Refund Policy, but the Dartington Learning Compensation and Refund Policy will, without exception, take priority over these. The Compensation and Refund Policies of partner institutions may nevertheless be drawn upon as a basis for secondary redress but it should be noted that only the Policy from the awarding institution for your particular award may be invoked in this context.

As an example; if Plymouth University is the awarding body for your award, you would firstly seek redress under the terms of the Dartington Trust Compensation and Refund Policy and, in the event that you are not satisfied, seek secondary redress under the terms of the Plymouth University Compensation and Refund Policy.

Under the policies of awarding body institutions, eligibility for refund and/or compensation, and the amounts to be awarded, may be determined following consideration by the relevant Dean of Faculty or Director of Academic Partnerships.