



QAHE Limited Compensation Policy

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Contents

- 1. Introduction..... 3
- 2. Scope..... 4
- 3. Key Principles..... 4
- 4. Types of Remedy..... 5
 - In line with OIA guidance, remedies may include non-financial and financial remedies..... 5
 - 4.1. Non-financial remedies 5
 - 4.2. Financial remedies..... 5
- 5. Relationship with Partner Universities..... 5
- 6. Opportunity to Transfer or Continue Study..... 6
- 7. Compensation Assessment Framework..... 6
- 8. Claims Process..... 6
 - 8.1. Complaints..... 6
- 9. Appeals..... 7
- 10. Group Claims..... 7
- 11. Policy Ownership..... 7
- 12. Definitions..... 7
- 13. External Review 8
- 14. Payments 8
- 15. Exclusions..... 8
- 16. Further Information 8
- 17. Review..... 8
- This Policy will be reviewed every three years or sooner if required to ensure it remains accurate, effective, and aligned with legislation, regulatory, and organisational changes..... 8
- The Policy Owner is responsible for initiating and coordinating the review of this Policy in line with the Policy Framework..... 8
- 18. APPENDIX 1 – COMPENSATION CALCULATION FRAMEWORK..... 8
- 19. APPENDIX 2 - DEFINITIONS..... 9



1. Introduction

This Compensation Policy (“Policy”) sets out QAHE Limited’s (“QA Higher Education”) commitment to supporting students in achieving their academic outcomes and maintaining a high-quality student experience. The Policy explains the circumstances in which QAHE, may provide compensation to students and is intended to ensure a fair, transparent, and proportionate approach to addressing adverse impacts on students where continuation of study cannot be maintained as originally agreed. Students are advised that in addition to the rights set out in this Policy they also have additional statutory remedies under consumer protection law.

2. Scope

This Policy applies where:

- A programme delivered by QAHE is subject to change, disruption or closure;
- Continuation of study cannot be preserved on reasonable terms; or
- A student experiences a material disadvantage arising from a change to programme delivery.

This includes changes arising from matters within QAHE’s operational control, as well as changes implemented by, or at the direction of, a partner university. QAHE will act as the primary point of contact for affected students.

Any compensation or financial remedy will be determined with reference to the underlying cause of the change(s), the applicable student protection arrangements and the respective responsibilities of QAHE and the partner university.

This Policy applies to:

- current students; and
- applicants who have accepted an offer to study a QAHE delivered programme.

This Policy supplements student terms and conditions, the Changes to Programmes Policy and QAHE’s Complaints Policy. If there is any conflict between the provisions of this Policy and the Student Terms and Conditions, the provisions of the Student Terms and Conditions shall apply.

This Policy applies only in exceptional circumstances and does not cover routine academic variation. The withdrawal of a module does not of itself constitute grounds for a refund. Tuition fees typically cover the annual provision of teaching, academic support, and other services in respect of undergraduate and postgraduate taught students. Whilst there may be occasions when students may not be able to access some modules, the total number of credits will remain unaffected and therefore no refund will apply. Any enrolled student or applicant who has been affected by the circumstances covered by this Policy must first raise a complaint as per the QAHE Complaints Policy. A complaint can be made by emailing the designated complaints inbox at qahe.complaints@qa.com

3. Key Principles

QAHE will consider the full circumstances of each case, including the nature and extent of any impact on the student, in determining what remedy, if any, is appropriate. In considering the impact on any student QAHE will:



- prioritise continuation of study wherever possible;
- take all reasonable steps to minimise disruption;
- act in a fair, transparent and timely manner;
- ensure decisions are proportionate and evidence-based;
- provide clear communication and accessible processes;
- consider the needs of students with disabilities or additional requirements; and
- avoid placing students at unjustifiable disadvantage.

QAHE is committed to ensuring that students are not unfairly disadvantaged by significant changes beyond their control. Where disruption occurs, priority will be given to preserving continuation of study, including the use of teach-out arrangements, alternative provision, or transfer opportunities, see section 6 below. Compensation will only be considered where such measures are not feasible or do not adequately address the impact on the student.

Any compensation awarded will be proportionate, evidence-based, and aligned with the OIA expectations of fairness and reasonableness.

4. Types of Remedy

In line with OIA guidance, remedies may include non-financial and financial remedies.

4.1. Non-financial remedies

Non-financial remedies may include, but not be limited to:

- alternative delivery arrangements;
- transfer to another programme, delivered by QAHE or the respective partner university (which the student is academically qualified for);
- additional teaching or academic support;
- adjustments to delivery or assessment; or
- offering an apology and explanation as to why the change(s) have been made.

4.2. Financial remedies

Financial remedies may include:

- full or partial tuition fee refund;
- reimbursement of reasonable, evidenced additional costs, for example, additional travel costs incurred as a result of the change(s); or
- payments recognising inconvenience, distress, or disruption where appropriate.

Compensation will not normally be provided where concerns do not result in a material disadvantage to the student or for loss of future opportunities, for example, loss of future earnings.

5. Relationship with Partner Universities

QAHE delivers programmes in partnership with university partners. Where changes occur QAHE will:

- work with partner universities to protect continuation of study and minimise disruption;
- ensure students receive clear, accessible and consistent communication; and
- remedies will be considered in a joined-up and coherent way.



Where applicable, partner university SPPs (or equivalent arrangements for partners operating in devolved nations) will form part of the framework for addressing:

- programme closure(s);
- significant change(s); and
- continuation arrangements.

QAHE will ensure students are supported in accessing and understanding these arrangements and that the overall process remains clear and manageable from a student perspective.

6. Opportunity to Transfer or Continue Study

QAHE will seek to ensure that students are able to complete their studies wherever reasonably possible, including through:

- teach-out arrangements;
- transfer to an alternative QAHE delivered programme (for which the student is academically qualified);
- transfer to a partner university programme (for which the student is academically qualified); or
- transfer to an alternative higher education provider programme (for which the student is academically qualified).

In all cases, support will be provided to help students understand their available options and make informed decisions.

7. Compensation Assessment Framework

Any compensation will be assessed on a case-by-case basis, considering the:

- nature and severity of the material disadvantage;
- duration of the impact;
- financial loss incurred by the student supported by appropriate evidence;
- effectiveness of mitigation measures implemented by QAHE;
- impact on progression and academic outcomes;
- individual student circumstances; and
- the extent to which the student contributed to the circumstances or was able to reasonably mitigate the impact.

The compensation calculation framework is set out in Appendix 1.

8. Claims Process

8.1. Complaints

Following completion of the student complaints procedure, a student may use this Policy to seek financial redress if they remain dissatisfied with the outcome. Queries about the QAHE Compensation Policy version 1



application of this Policy should be addressed to qahecomplaints@qa.com in the first instance. Claims submitted by students or applicants under this Policy should:

- Confirm the student has exhausted the student complaints procedure;
- Set out the impact of the programme change(s) and what steps the student has taken to mitigate them; and
- Be supported by written evidence of any loss(es) suffered, for example, receipts relating to expenses incurred as a direct result of the change.

Upon receipt of a claim under this Policy QAHE will consider the detail of the claim against the factors in Section 7. QAHE shall provide a written response to the student within 15 working days of receipt of the student's claim.

9. Appeals

If a student is dissatisfied with the outcome of their claim for compensation, they may submit an appeal within 10 working days from the date of the outcome letter. Students must set out clearly the grounds on which an appeal is being made. Appeals will be considered by an Appeal Panel not involved in the original assessment. Appeals should be submitted in writing to qahecomplaints@qa.com

10. Group Claims

Where a change potentially affects a large number of students QAHE may implement a separate streamlined process (the "Group Process"). In this event, the Group Process will be:

- consistent with the complaints policy;
- clearly communicated; and
- without preventing individual claims where preferred.

QAHE will consider the factors set out in Section 7 in assessing any claim through the Group Process.

If a student's complaint is dealt with through the Group Process rather than the individual student complaints procedure and a student is dissatisfied with the outcome, the student will still be offered the option of receiving a **Completion of Procedures Letter** in order to progress a complaint to the OIA.

If students use the Group Process and are satisfied with the proposed outcomes, this will be in full and final settlement of all claims arising out of the same issue(s).

11. Policy Ownership

The QAHE Academic Board has overall responsibility for the oversight of student compensation and, in discharging this responsibility, has delegated scrutiny to the Student Protection and Wellbeing Committee (the "Committee"), which undertakes quarterly reviews of compensation, student feedback, and aspects of the learning experience; the Committee provides regular reports to the Academic Board to ensure effective oversight, monitoring, and continuous improvement.

12. Definitions

Definitions of terms used in this Policy are set out in Appendix 2.



13. External Review

If a student remains dissatisfied with the outcome of a claim for compensation under this Policy, the student 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 QAHE's complaints procedure. The OIA will normally only review issues that have been dealt with through the student complaints procedure.

14. Payments

Where any fees are paid by a third party, all repayments made will be made to the third party, this will apply where the student is self-funded, sponsored by a third party, or in receipt of a tuition fee loan

15. Exclusions

Compensation will not normally be provided where the change is minor and does not materially affect the programme, where the student has contributed to the circumstances or was able to reasonably mitigate the impact, or where the impact arises from external factors beyond the control of QAHE and the partner university and reasonable steps have been taken to mitigate disruption.

16. Further Information

If you have any questions or queries relating to this Policy, please contact qahecomplaints@qa.com

17. Review

This Policy will be reviewed every three years or sooner if required to ensure it remains accurate, effective, and aligned with legislation, regulatory, and organisational changes.

The Policy Owner is responsible for initiating and coordinating the review of this Policy in line with the Policy Framework.



18. APPENDIX 1 – COMPENSATION CALCULATION FRAMEWORK

In determining appropriate levels of compensation, QAHE will have regard to established sector guidance, including the remedies framework used by the OIA. Compensation will be assessed on a case-by-case basis, taking into account both financial loss and non-financial impact.

Broadly, compensation may be considered within the following indicative bands:

Low Impact (Minor disruption): compensation may be limited to reimbursement of demonstrable financial loss or small goodwill payments where the impact on the student experience is limited and short-term.

Moderate Impact (Meaningful disruption): compensation may include partial tuition fee refunds for affected periods of study, alongside reimbursement of reasonable additional costs and modest financial recognition of inconvenience or disruption.

Substantial Impact (Serious disruption): where students are unable to complete their Programme as intended or must transfer to significantly different provision, compensation may include a substantial partial refund of tuition fees, reimbursement of additional costs, and a higher award reflecting distress and disruption.

Severe Impact (Fundamental failure or Programme closure without viable alternative): compensation may include a full or near-full tuition fee refund for the affected period, reimbursement of all reasonable and demonstrable costs incurred, and an additional payment reflecting serious inconvenience or adverse impact on the student's educational experience.

All awards will be proportionate to evidence provided, the duration and severity of impact, and the extent to which mitigation measures were available. Claims for compensation made by a student or group of students will be considered by a Compensation Panel.



19. APPENDIX 2 - DEFINITIONS

A **Refund** means the repayment of sums paid by a student or an appropriate reduction in the amount of sums owed in the future.

Compensation means some other recognisable loss suffered by the student. This can fall into two categories:

- Compensating the student for out-of-pocket expenses they incurred, which were paid to someone other than QA Higher Education, for example, travel costs; or
- An amount to recompense for material disadvantage to the student arising from a failure by QA Higher Education to discharge its duties appropriately.

Compensation may take the form of a remedy without a financial payment, such as an apology or goodwill gesture, but could also take the form of a discount, a financial payment, or some other form of benefit.

Minor change means a small change such as module title changes or minor variations to content.

Substantial change means a significant change to a programme compared with the offer or published course information, which, as reasonably determined by QAHE, results in, or is likely to result in, a material disadvantage to the student.

A reference to QAHE no longer being able to preserve continuation of study means that QAHE is no longer able to deliver on behalf of its partner university:

- An academic programme of study on which a student has been provided with an offer but has not yet accepted the offer;
- An academic programme of study on which an individual has accepted a place before that individual can enrol as a student; and
- An academic programme of study on which a student is enrolled before that student has completed that course.

