

Student Protection Plan (“Plan”)

The European School of Economics is committed to helping you achieve successful outcomes from your studies. In the unlikely event of unforeseen circumstances, including those outside the College’s control, we have outlined provisions to ensure you continue studying and to govern resulting changes having to be made to your modules or programmes. This Student Protection Plan will be considered annually by combined committees of Business Development and Academic Governance (which includes student representation via the ESE Students' Representatives). The Student Protection Plan will be made available to all students and prospective students prior to admission via the student portal and the website. The Head of Quality and Standards will be responsible for ensuring staff are aware of and implement the Student Protection Plan as currently prescribed.

In particular:

- Applicants will be made aware of this plan when an offer to study a course is made;
- Current students will be updated on the plan as part of induction exercise in each re-enrolment, and information regarding the plan’s location on the website will be routinely provided in student handbooks;
- The plan will be published on the staff intranet, and specific staff training activities will be undertaken to ensure staff understand the dynamics of implementation and communication with the students;
- The student protection plan will be referred to in the ESE Academic Regulations for course change and course closure procedures;
- Students will be updated in real time on any events that may impact their course of study via email, the Student Portal, Students Services and social media;
- The annual review of the Student Protection Plan by the Business Development and Academic Governance committees will take place after it has received comments from the Student Representatives (copies of last Student Representative Meeting minutes available upon request).

The Student Contract details the relationship between you and the School, and explains the School’s responsibilities and how programme changes beyond the School’s control are managed. In the unlikely event of any conflict between this Plan and the Student Contract and Terms & Conditions, (Appendix A), the Student Contract and Terms & Conditions shall take priority, then the Student Protection Plan, and ultimately the Refund and Compensation Policy applies.

In its almost 20 years of operations, ESE has never yet discontinued a programme on which students were enrolled nor simply cancelled a course.

The School is committed to communicating changes to you as early as possible, setting out clear information and options. Should there ever sufficient cause, we will take all reasonable steps to minimise disruption and to enable you to complete your studies as intended. However, where this is ultimately not possible you may, for example:

- be offered the opportunity to move to another programme;
- be offered a modified version of the same programme;
- be provided with assistance to switch to a different provider;
- move to a different campus;
- be offered a financial refund or compensation (for cases where it is not possible to preserve the continuation of study or where study is disrupted) in accordance with our Refund and Compensation Policy (see below). In the event of any conflict between this Plan and our Refund and Compensation policy, then this Plan will apply.

Where you are required to transfer programme, or move to another campus, there may be implications for your financial arrangements. If you are affected, the School's Financial Office will contact you to provide detailed information.

The Higher Education and Research Act 2017 requires the School to have a Student Protection Plan, like this Plan, to protect your interests and detail the steps we would take where significant material changes had to take place affecting the quality and/or continuation of your study, such as (but not limited to):

- Disruption of School programme delivery;
- Industrial action;
- The unanticipated departure or absence of key members of School staff;
- The cessation of programme delivery, likely cessation, or change of delivery mode;
- Major changes in year to programme content;
- Suspension and/or revocation of the School's Tier 4 Sponsor Licence;
- Changes to regulatory framework affecting a specific programme and loss of accreditation from professional, statutory or regulatory bodies;
- A decision to close the School or a campus or site for delivery of School programmes having been taken;
- Acts of terrorism and pandemic.

This Plan applies to students studying at the European School of Economics. While the likelihood of any of the above is extremely remote, our multi-campus, international structure provides a wide range of options in order to mitigate repercussions of any such events to you. Currently there are five different locations where students can study (all with identical courses), each with its own administration, staff and professors.

We will review this Plan annually and update and amend as required. We also reserve the right to amend this Plan from time to time based on any legal or regulatory changes affecting you or us or best practice in the higher education sector.

Any changes will be notified immediately and will not go into action for a minimum of six months or until the next registration period (whichever comes last)

The School 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 Plan. Only foreseeable loss will be covered by the School.

Part A – Students studying at the European School of Economics

It is important to note that whilst the School will plan for a wide range of scenarios many of these are very unlikely to happen. The School regularly reviews the choice and performance of faculty and staff. The School assesses the risk of the occurrence of the material changes listed above to be low because of a combination of its financial stability and business planning. The following section details the likely steps that would be taken in the unlikely event that any of these significant material changes occurs.

Working with you – advice and guidance

Where we anticipate changes, which will affect your studies we are committed to:

- Letting you know as soon as possible
- Where appropriate working with the European School of Economics student representatives to discuss the changes and your options
- Providing you with advice and guidance on the proposed changes and the options that you have
- Applying where relevant our Refund and Compensation policy.

Should major changes, such as those described above, be approved, the Head of Academic Coordination would convene a Student Representatives Meeting with Students and Campus Managers.

The group would choose whether to implement the plan or have the Board of Directors triggering it. If the plan were triggered, the School will listen to the Students' views and based on it, may change the original decision or steps intended to take. In the event of major disruption, a 30 day consultation period with staff and students will precede triggering the plan to resolve any concerns beforehand.

The School will take the measures below to protect your continuation of studies:

- Teaching out (continue teaching the course until the students currently registered, complete their studies)
- Facilitate the transfer or entry to another provider
- Support students to find another provider (with credit transfer when possible)
- Academic Supervision support
- Find alternative and suitable premises near the previous location, in the remote case of teaching location closure.

The school will consider each and every students' needs when triggering the plan and will consider reasonable adjustments on a case-by-case basis.

The refund and compensation policy will apply when considering the refund of tuition fees.

Significant Material Change:

1. If there is disruption to School activity:

Where there is disruption to programme delivery, we will normally consider whether it is practicable to make changes to delivery, rather than closing or suspending the affected programme. The actions we will take to minimise disruption may include:

- Temporary short-term suspension of programme delivery (e.g., where there is a change in the programme delivery location or staffing, with appropriate actions to mitigate the impact on you);
- Changes to the delivery location, start date or time, which may include distance learning;
- Changes to the staffing of a programme, including the recruitment of alternative staff, where appropriate (see 2 below);
- Offering you the opportunity to transfer to an alternative programme;
- Providing reasonable support to you to access a programme run by another provider, including making arrangements for the transfer of your credits and information about your academic progress.

In the event of other mitigating actions affecting business continuity, such as acts of terrorism, pandemic, damage to buildings or equipment, the School may temporarily suspend delivery of programmes based on government guidelines, and according to the options available to the School afforded by the given situation.

Having been in central London since 1997, ESE has a strong network of connections in the property industry and the possibility for alternative delivery sites.

2. If key academic staff involved in delivering a programme are unavailable:

This may happen as a result of long-term sickness, retirement, death or leaving the School. Where possible we will:

- seek to fill gaps as quickly as possible, by assigning responsibility to other current members of staff with appropriate skills and experience or recruiting externally, to avoid disruption;
- where this affects a graduating student, we will discuss with you the best options for your future supervision which may include allocating alternative supervisors from the School whether in your home campus or other;
- where the School cannot avoid closing a module or programme, the policy as outlined in 4 or 5 below will apply.

3. If industrial action affects your studies:

We are highly committed to maintaining an effective employee relations culture and working with trade union colleagues to achieve reasonable solutions to matters that may arise from time to time while most of our professors are independent company owners and

businessmen. Where industrial action does occur, we will seek to:

- ensure that normal operations and services are maintained as far as possible;
- take all reasonable steps to fulfil its responsibilities to you in ensuring that any disruption is minimised and that you are not, as far as is possible to determine, disadvantaged by the action.

4. If we need to make minor in-year changes in to the content of your programme:

Due to the nature of academic integrity in the UK, major in-year changes will never be implemented to your programme and we will use all reasonable endeavours to deliver your programme in accordance with its description in our prospectus for the academic year in which you began your programme. However, in the event of minor in-year changes to programme content we will ensure that:

- we restrict changes to the minimum necessary to achieve the required quality of experience, and you are notified and consulted with as appropriate;
- we work with you to ensure the offer is still acceptable;
- where necessary, you have the opportunity to withdraw from the programme;
- where required, you are offered reasonable support to transfer to another programme at the School, or to another provider
- in the case of major changes, all the students will be contacted in order to ensure their approval before such changes are implemented.

5. If we cease delivering a programme (or if this were to become likely) or change its delivery mode:

Wherever possible we will enable you to complete your programme of study (what we call 'teaching out'). In doing this we will carefully manage our approach to staffing and other resources to ensure your studies are affected as little as possible.

Where it is not possible to teach out then we will consider whether there are options for you to change programmes at the school or to transfer to complete your programme at another institution.

We will undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.

If you have applied for a degree programme, but have not yet enrolled, you will be notified in time for you to source an alternative suitable programme, where relevant, at the college. We will provide you with support and advice in these circumstances.

6. If the programme you are enrolled on loses its accreditation:

If your programme loses its accreditation from a professional, statutory or regulatory body, we will consider measures to protect your student experience, such as:

- offering you the chance to move to another programme;
- delivering a modified version of the same programme;
- providing assistance to you to switch to a different provider who has the relevant accreditation.

7. If our Tier 4 Sponsor Licence is suspended or revoked:

If our Tier 4 Sponsor status is suspended, we will take all reasonable steps to minimise disruption to you by, for example:

- working with UKVI to allow you to complete your year of study or programme;
- allowing you to enrol and commence your studies, if you are already in receipt of a visa based upon an allocated CAS from the school;
- offering you the opportunity to postpone your application pending the resolution of the suspension (if you have not already commenced your travel to the school).

If our Tier 4 Sponsor status is revoked, we will take all reasonable steps to minimise disruption to you by, for example, assisting you to switch to an alternative sponsor.

If part or all of the campus (or other College study location) closes:

Where we have to close part or all of your home campus (or other College study location), or if it becomes unusable for student activity, we will typically consider remedies such as:

- relocating provision to an alternative suitable location. This may include hiring spaces for programme delivery (where possible) and/or installing temporary buildings on the college's campus or other locations or helping you to arrange for study in one of our other centres.
- revising the timetable to allow all of the scheduled teaching to take part in the available facilities. This may include student contact sessions delivered outside of normal office hours. Where we take this approach, we will consult with you and undertake equality impact assessments to assess the effect on students with different needs, characteristics and circumstances.
- delivering programmes or parts of programmes via different delivery modes, such as Distance Learning. Where such an approach is taken, we will consider carefully whether this it is appropriate for the enrolled students who would be affected.

8. If the College ceases operating (institutional failure):

Institutional failure would be monitored in accordance with all higher education regulatory body requirements and any likelihood of this identified and carefully managed through the School's risk management procedures. Where we have no option other than to cease operating, we would consider measures to protect your student experience, such as those below:

- where possible, closing in a gradual way, over a period that would allow you to

- complete your studies at the college;
- where the above is not possible, in supporting you to transfer to an appropriate programme at another provider and, where appropriate, by compensating you
- where, because of disruption to your studies, you suffer demonstrable, material financial loss;
- merging with another institution to maintain all or part of the College's current provision.

In the event that under any of the above scenarios, or where you are a student studying directly at the School and for any other reason caused by our omission or default, you are unable reasonably to continue your studies then our Refund and Compensation Policy will apply. For the avoidance of doubt, you are not able to obtain redress under both this Plan and our Refund and Compensation Policy ("Policy"); in some instances, you might be given a choice between accepting redress under either this Plan or the Refund and Compensation Policy in which case you will be able to opt to accept redress under only one of this Plan or the Policy but not both.

The likelihood of any of these events happening is constantly monitored by the School as part of its approach to risk management. The table set out below indicates our assessment of the likelihood of any of the significant changes listed above happening in the forthcoming academic year based on the information available in January 2021.

Event requiring student protection	Likelihood of event happening in academic year 2021-2022 (Minimal; Very Low; Low; Medium; Likely; Very Likely)	Outline of reasons for risk assessment	Severity of impact on students
Disruption of School programme delivery	Minimal	Disruption can take place for a number of reasons such as industrial action (see below), staffing changes (see below), and loss of the use of particular facilities or location. There is a very low risk of these taking place as described previously.	Minimal – The School will always try to teach out at one or another ESE campus
Industrial action	Low	There is no nationally agreed pay settlement for academic staff, most of whom are also	Minimal – Staff can be shared

		businessmen and women.	amongst campuses in case of disruption
The unanticipated departure of key members of college staff	Low	Given the size of the College it is possible, but not likely that there will be staff changes as a result of retirement, resignation or voluntary severance. Most of our staff and professors have been with ESE for five years or more – some as many as 20 years. The College always plans to minimise the impact of such changes on students (see below)	Minimal – As courses are offered at all ESE Campuses and staff and lecturers can be shared with the other campuses

<p>The cessation of programme delivery, likely cessation, or change of delivery mode</p>	<p>Low</p>	<p>Due to threat of pandemic, the likelihood of this being managed in a way which impacts current students or prevents them from completing their expected degree is low. As a validated institution, it is the responsibility of the partner to ensure continuation of studies on all validated provisions in the case of institutional failure.</p>	<p>Low – Even during pandemic, the School never stopped the programme delivery and maintained full support for the students during such difficult period.</p>
<p>Major changes in year to programme content</p>	<p>Very low</p>	<p>While changing programme content to ensure it is appropriate and up to date is a regular and normal College activity, the University of Chichester calls for a minor changes procedure which guarantees student will have the opportunity to approve any small changes. University policies prevent any such events from occurring.</p>	<p>Minimal – minor and major changes must be approved by the validating partner and upon Students Association's consent.</p>
<p>Suspension and/or revocation of the School's Tier 4 Sponsor Licence</p>	<p>Medium</p>	<p>Upon confirmation of the Tier 4 license, the School will do everything possible to meet compliance criteria for Tier 4 and keep robust mechanisms to continue to do so.</p>	<p>In the unlikely event of Tier 4 license suspension, the School will do everything to support the students studies either changing ESE campus or facilitating the transfer to another institution.</p>
<p>Changes to regulatory framework affecting a specific programme and loss of accreditation from professional, statutory or regulatory bodies</p>	<p>Very low</p>	<p>The School has two professionally accredited programmes (CTH). Professional, statutory and regulatory bodies undertake regular reviews/renewals of accreditation. The School has a very strong track record of maintaining course accreditation.</p>	<p>Low – If that was the case, the School will consider reasonable adjustments.</p>

A decision to close the School (institutional failure) or a campus or site for delivery of degree programmes being taken	Minimal	The School has a robust financial position and plan and strong arrangements for accountability and governance.	Low – The School will always try to teach out (as done in the past). Students are always informed if there are any proposed changes.
Loss or restriction of degree awarding powers	Not applicable	ESE does not have degree awarding powers at the moment.	Not applicable

This plan is available to all the students on both the website and the student portal.

If the plan were triggered, the Campus Managers and Head of Academic Coordination will notify you within 7 days of the plan being triggered.

In this case, you would be contacted by the Campus Manager and Students Representatives, who will discuss the circumstances with you.

We commit to being open and transparent and to:

- Take all the steps to protect your studies;
- Consider impact on students when proposing changes;
- Inform OfS of any changes;
- Regularly seek students' feedback when implementing the plan.

If you have any recommendations, please write to: studentservices@eselondon.ac.uk

APPENDIX A



DATE

NAME SURNAME
ADDRESS

OFFER OF ACCEPTANCE

Congratulations!

The Admissions Board of the European School of Economics is pleased to offer you, **XXX**, born on the **XXX**, conditional acceptance into the BSc Programme starting at ESE on the 19th September 2022.

Admission to ESE is competitive and we congratulate you on achieving this Conditional Offer of Acceptance. We believe that you will contribute to the scholarly dialogue and research that is of the essence of a good programme. ESE offers you a selective international student body with a collegial atmosphere in which each student receives close, personal supervision and attention, in addition to freedom of movement throughout its European campuses.

Please note that your enrolment on the Programme **will only become official** when we have received all the required documents as prescribed on the ESE website and payment of the registration fee.

Please be aware that while attendance is obligatory, at this time of transition we are flexible and do allow students to follow courses in synchronous classrooms when necessary. Assessment is made through a combination of examinations and project work.

PAYMENT CALENDAR

The student must agree to (and confirm in writing by signing this document on each page) the following payment schedule and transfer the fees in full as indicated below:

Total Programme Fees A.Y. 2022/2023

Registration fee	
Tuition fee	£ 2500
Total amount to be paid	£ 22000
	£ 24550

Due dates for payments*:

Registration fee	£ 2500	due by April 15 th 2022
Tuition fee 1 st instalment	£ 7333	due by June 1 st 2022
Tuition fee 2 nd instalment	£ 7333	due by July 1 st 2022
Tuition fee 3 rd instalment	£ 7334	due by August 1 st 2022

Your offer will expire on the 15th of April 2022. Let us know before the expiration date if you wish to accept the conditional offer.

To complete your enrolment, you are requested to sign the attached student contract and return it, and pay the Registration and Tuition Fees on or before the dates stipulated above. Your enrolment letter (also suitable for visa purposes) will be sent once you have registered.

FEES TO BE PAID TO:

<i>Payee:</i>	<i>European School of Economics — ESE Insight Limited</i>
<i>Bank:</i>	<i>NatWest</i>
<i>Account:</i>	<i>67357962</i>
<i>Sort Code:</i>	<i>51-50-14</i>
<i>IBAN:</i>	<i>GB35NWBK51501467357962</i>
<i>SWIFT:</i>	<i>NWBKGB2L</i>
<i>REF:</i>	<i>Student Name</i>

STANDARD TERMS AND CONDITIONS OF YOUR OFFER

These terms and conditions represent an agreement between you and the European School of Economics, should you decide to accept our offer of admission. It is your responsibility to read them and make sure you understand them. Please ask if anything is unclear.

1. If you enrol with ESE as a student, you will be required to agree to abide by the statutes, ordinances and regulations of the European School of Economics for the time being in force.

2. ESE will communicate with you via phone, letter, email or text message. This will be based on the information you have provided on your application form. It is therefore vital that you regularly check your correspondence and inform the Admissions Office should there be any changes to this information. Due to the volume of applications received, it is your sole responsibility to ensure you do not miss deadlines/communication associated with your application.

3. Unless your results are transmitted to ESE via the Universities and Colleges Admissions Service (UCAS), or confirmed by your school or college when you apply, you will be required to produce satisfactory evidence of your previous qualifications (including, if requested, English Language Qualifications such as IELTS). This means that you must provide the Admissions Office with an original transcript or certificate, or a clear and legible copy that has been authenticated by the issuing Organisation, English Language body, or a lawyer or other authorised person. ESE reserves the right to require original documents only.

4. ESE reserves the right to withdraw the offer of a place if unsatisfactory references are received, or if you fail to meet one or more of the conditions specified in your offer.

5. This offer and any subsequent enrolment are made on the basis that the information supplied in your application papers is true and complete, and that you hold the qualifications that you claim to hold. The offer and subsequent enrolment will be deemed null and void if you are found at any time to have misrepresented any aspect of your circumstances.

6. The information provided in your application papers will be retained by ESE, and will be used for the purpose of processing your enrolment and will form part of your student record after you have enrolled.

7. Tuition fees are payable annually in advance for the first year. You will need to pay the tuition fee by the due date or to provide a satisfactory written undertaking from your sponsor (including the name and address of the person to whom invoices should be addressed) or Government Loan Provider (*if available) that your fees will be paid.

8. You are responsible for payment of tuition fees. If your sponsor or Government Loan Provider fails to pay your tuition fees, you will become personally liable for the costs.

9. If you or your sponsor or Government Loan Provider fail to pay your fees or any other charges made by ESE by the agreed due date, the European School of Economics may revoke your access to library and computing facilities.

10. When you accept our offer of a place, you accept our decision in relation to your home or overseas fee status. This decision is made on the basis of the available evidence at the time.

Decisions can only be changed in certain specific and exceptional cases once you have registered. If you think our decision is incorrect, you must appeal this prior to enrolment.

11. You are responsible for your own living expenses, and you must ensure that you have access to the necessary funding or Student Loan before the start of your course of study.

12. ESE undertakes to make every reasonable effort to provide the teaching and academic facilities necessary for your course of study. Occasionally it may be necessary to change substantial components of a course, or to withdraw it. In these rare cases ESE will notify you as soon as possible and will offer you another course at ESE for which you are appropriately qualified.

13. Following the Home Office requirements relating to Tier 4 of the Points based Immigration system, ESE will report to the Home Office any student who obtains entry clearance but does not enrol at the start of the course or stops attending once they have enrolled, defers or misses classes for a significant period.

14. Neither you nor ESE shall be liable for inability or delay in performing any of your or their obligations if caused by circumstances beyond your or their reasonable control including, but not limited to, industrial action, strikes, lockouts, fire, flood, earthquake, bad weather conditions, explosion, war, terrorist attack, technical failure, or power failure.

15. No term of the agreement between you and ESE is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the agreement.

16. The School processes data in accordance with the GDPR Protection Regulation (EU Regulation 2016/679).

17. The agreement between you and ESE is governed by English law and subject to the exclusive jurisdiction of the English Courts.

UNDERGRADUATE STUDENT CONTRACT

This form must be completed electronically and returned to ESE

I, _____, hereby accept ESE's offer of admission as
 an undergraduate student for _____

Do you need a Tier 4 student visa to study in the UK?	
Do you have a specific medical condition, disability or learning support need? We ask for this information to allow the school to evaluate what suitable support may be available to you for the duration of your intended programme of study. Please note that this information has no bearing on the academic assessment of your application. If you answer 'Yes,' then our Academic Advisor will contact you for further information.	
Do you have a criminal conviction or any criminal charges/cases against you that are pending? If 'Yes,' then we will need to contact you for further information.	
Will you be applying for funding from Student Loans Company/Student Finance England?	
If 'Yes,' to above, do you understand that you will need to fund the difference between the tuition fee loan of £6,000 and our Home/EU fees yourself?	

Please provide the name and address of the person to whom invoices/financial statements should be sent:

Name	
Address	
Post Code	
Country	
Email	

- I have read the [Standard Terms and Conditions](#) of my Offer and accept them as part of my contractual agreement with ESE;
- I have read and understood and accept the ESE's student privacy policy at [Privacy Policy](#);
- I have read and understood the Student Protection Plan on [ESE's website](#);
- I will sign and keep one copy of this letter and return the other copy to the admissions office;
- I understand that when I enrol, I will need to either pay my tuition fees or provide satisfactory evidence that I have applied for Government student funding;
- I have read and understood the ESE's [Compensation and Refund Policy](#).

Please Check Name: Date:

Please Check box if student will be under 18 on 1st September and provide parental / guardian signature:

Name: Date:

Please complete and return either by:

Post: ESE Admissions Office, 11-13 Mandeville Place, London, W1U 3AJ

Email: admissions@eselondon.ac.uk

APPENDIX B

Compensation and Refund Policy 2022/2023

This policy should be read in conjunction with our regulations, policies and procedures and **Student Protection Plan (“Plan”)**. In the event of any conflict between this policy and the regulations, policies and procedures and/or Plan then the regulations, policies and procedures shall take priority, then the Plan and then this policy.

This policy applies if you are a student studying with the European School of Economics on one of its campuses in England, Spain or Italy.

We will review this 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 change affecting you or us or best practice in the higher education sector.

For the avoidance of doubt you are not able to obtain redress under both the Plan and this policy; in some instances, you might be given a choice between accepting redress under either the Plan or this policy in which case you will be able to opt to accept redress under only one of the Plan or this policy but not both.

Our Regulations, policies and procedures explain that, in exceptional circumstances, it may be necessary for ESE to revise the content or delivery of programmes or discontinue or suspend programmes, often in circumstances outside our control. Whilst it is unlikely occasionally the delivery or administration of programmes or modules may not meet the high standards we expect.

It is possible we may also 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 those circumstances if you have applied for a place on the course we have had to cancel and you have accepted an offer to study on that course with ESE.

These instances are very rare: we work hard to anticipate any changes to our provision so as to minimise disruption to you and to enable you to complete your studies as intended. We explain how we will do this in our **Student Protection Plan**. However, after exploring all possible options, there may be occasions where 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 ESE, in full or in part, and/or compensation for other losses you have incurred.

ESE 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 ESE.

Sometimes ESE will make proposals for refund or compensation to you when any of the matters mentioned above arise. If ESE does not make proposals or you do not consider the proposals for refund or compensation to be acceptable then you should use the School’s **Student Complaints Procedure**. This policy will be considered by ESE in relation to any complaint it receives.

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 and seek advice - just talking to someone may be enough to put you back on track. Students choose to interrupt study or withdraw for a variety of reasons and we may be able to help.

If you decide that you don't 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. For international students there will also be implications with regard to your visa.

Compensation and Refund considerations

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 ESE 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 ESE teaching day/week);
- what mitigation have we 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 Bursar Officer. 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 ESE has taken to deal with issues of refund and compensation and in particular disruption to or cessation of your study, then you may use ESE's Student Complaints Procedure to raise your concerns. ESE hopes the above procedure will satisfactorily resolve your problem. Very occasionally this may not be the case; in this instance, 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 ESE. You can only refer your complaint to the OIA when you have exhausted ESE's complaints procedure.