

Student Refunds and Protection Policy

Academy of Northern Ballet

Delivering Programmes awarded by Northern School of Contemporary Dance (NSCD)

Policy title:	Student Refunds and Protection Policy
Adopted by:	Academy of Northern Ballet
In partnership with:	Northern School of Contemporary Dance (NSCD)
Awarding body:	Northern School of Contemporary Dance (NSCD)
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Contact for queries:	Head of Post-Graduate Programmes
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1. Introduction

Academy of Northern Ballet ('we', 'us', 'our') is a delivery partner of the Northern School of Contemporary Dance (NSCD). We deliver programmes of higher education on behalf of NSCD, which awards the relevant qualifications. This Policy sets out how we will handle requests from students for refunds and how we will protect students' interests if we are unable to continue delivering a programme.

This Policy should be read alongside NSCD's own Refunds and Compensation Policy, which applies in full to students enrolled with us. Students are entitled to contact NSCD directly at any time in accordance with NSCD's Policy.

2. Who This Policy Applies To

This Policy applies to all students who are enrolled with us on a programme of higher education that leads to an award made by NSCD.

3. Our Relationship with NSCD

We deliver programmes under a Franchise Partnership Agreement with NSCD. In this arrangement:

- NSCD is the OfS-registered awarding body responsible for the standards of the award and for student protection under its registration with the Office for Students (OfS);
- We are responsible for the day-to-day delivery of the programme and for the student experience at our organisation;
- Your contract for the delivery of your programme is with us. Your entitlement to an award, and the protection of that entitlement, rests with NSCD.

NSCD's Refunds and Compensation Policy covers you in full. This Policy operates alongside it to provide clarity on how we will handle matters at a local, first-instance level.

4. Refunds

4.1 Your statutory right to cancel

You have the right to cancel your registration with us without giving any reason within 14 days of receiving our written confirmation that you have been accepted onto your programme. If you cancel within this period, we will refund any fees paid to us within 14 days of receiving your written notice of cancellation. If you asked us to begin teaching before the cancellation period ended, we may charge a proportionate amount for the teaching delivered up to the point of cancellation.

4.2 Refunds on withdrawal or suspension

If you choose to withdraw or suspend your studies part-way through a term or year, any entitlement to a refund of fees will be calculated in accordance with our published **Fees Policy** [\[insert link\]](#). We will confirm the amount of any refund in writing within 14 days of agreeing that a refund is due.

4.3 Refunds where we discontinue a programme

If we make a decision to discontinue delivery of your programme, we will notify you as early as possible and will:

- Refund any fees paid for teaching that has not yet been delivered;
- Contact NSCD immediately so that NSCD's Student Protection Plan can be activated where applicable;
- Work with NSCD to explore alternative arrangements to allow you to complete your studies.

Refunds in this scenario will be paid within 14 days of the date we confirm in writing that a refund is due.

4.4 General refund conditions

- All refunds will be paid in £ Sterling to the account from which payment was originally made.
- No refunds will be made in cash and no interest will be paid on refunded amounts.
- We will not refund bank charges, exchange rate losses, or other incidental costs unless we determine that compensation for such costs is appropriate in the circumstances.

5. If We Cannot Continue Delivering Your Programme

In the unlikely event that we are unable to continue delivering your programme — for example, due to financial difficulties, loss of key staff, or other operational reasons, we will:

- **Tell you and NSCD as quickly as possible** and explain the reason;
- **Work with NSCD** to identify alternative arrangements, which may include teaching out, transfer to another provider, or an alternative programme;
- Ensure that NSCD's Student Protection Plan is activated where applicable, so that you are protected under NSCD's Refunds and Compensation Policy;
- Provide you with a written explanation of what will happen to your studies and your fees;
- Not charge you fees for any period during which we are unable to deliver the programme.

NSCD, as the awarding body, will oversee the management of any such situation and will take steps to protect your academic interests and your entitlement to an award.

6. Compensation

Where you have suffered a loss as a result of a failure on our part to deliver what was promised, we will consider whether compensation is appropriate. Compensation may not always be financial; an apology, additional support, or other remedy may be more appropriate in some circumstances.

Where financial compensation is appropriate, we will consider your individual circumstances and the nature of any loss suffered. We adopt the compensation principles of the Office of the Independent Adjudicator for Higher Education (OIA) as a guide.

In all cases of compensation, you are also entitled to raise the matter directly with NSCD under NSCD's Refunds and Compensation Policy.

7. How to Make a Request for a Refund or Compensation

To make a request for a refund or compensation, please contact us in the first instance:

- **By email:** Annemarie.donoghue@northernballet.com
- **By post:** FAO Annemarie Donoghue, Northern Ballet, 2 ST Cecilia Street, Leeds, West Yorkshire, LS2 7PA

Please provide as much detail as possible about your request, including any supporting evidence. We will acknowledge your request within 5 working days and aim to respond in full within 28 working days.

You do not need to make a separate request to NSCD if you have already raised the matter with us, unless you are dissatisfied with our response or wish to escalate the matter.

8. Complaints and Escalation to NSCD

If you are not satisfied with how we have handled your request, or with the outcome, you may:

- **Raise a formal complaint with us** under the [Student Complaints Procedure](#)
- **Contact NSCD directly** at quality.office@nscd.ac.uk to raise your concerns under NSCD's Refunds and Compensation Policy and/or Student Complaints Procedure;
- **Request a Completion of Procedures letter** from NSCD once all internal procedures have been exhausted, and take your complaint to the **Office of the Independent Adjudicator (OIA)** at www.oiahe.org.uk . The OIA scheme is free for students to use.

We will not contribute to any legal costs associated with bringing a complaint, as the OIA scheme provides a free alternative route.

9. Third Party Claims

We will not normally accept claims made on behalf of a student by a third party (including parents or guardians) unless we have received written confirmation from the student authorising the third party to act on their behalf and to the processing of their personal data for the purposes of the claim.

10. Policy Review

This Policy will be reviewed annually, or sooner if required by a change in our circumstances or in guidance from NSCD or the OfS. Any updates will be communicated to enrolled students.