



# Consumer Law Compliance and Refund Policy

## Version 1

<p><b>Note:</b> This policy can only be considered current and valid when viewed on the VNHTT portal and website. If this document has been printed or saved from another location, you must check the version number matches that of the online copy.</p>	
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<p><b>Target Audience:</b></p>	<p>Vantage ITT trainees VNHTT Strategic Board</p>
<p><b>Related Documents:</b></p>	<p>VNHTT Trainee agreement VNHTT Tuition Fee Policy VNHTT Complaints Policy</p>

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# Part A - VNHTT Consumer Law Compliance

## 1. Purpose

This policy sets out how **Vantage North Humber Teacher Training (VNHTT)** ensures compliance with UK consumer protection legislation in the recruitment, admission and delivery of its Initial Teacher Training (ITT) programmes.

VNHTT recognises that trainees are consumers for the purposes of consumer protection law and is committed to operating lawfully, transparently and fairly in all interactions with applicants and trainees.

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## 2. Legal Framework

This policy is informed by:

- Consumer Rights Act 2015
- Consumer Contracts Regulations 2013
- Guidance issued by the Competition and Markets Authority

VNHTT will also have regard to:

- Department for Education requirements for ITT providers
  - Any obligations arising from partnership or validation agreements
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## 3. Scope

This policy applies to:

- VNHTT website and marketing materials
- Published course information (including DfE/Apply listings)
- Admissions processes and offer documentation
- Trainee agreement and terms & conditions
- Course delivery and placement arrangements
- Course changes and programme modifications
- Refund and withdrawal arrangements
- Complaints handling

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## **4. Core Principles**

VNHTT will ensure that:

### **4.1 Clear and Accurate Information**

All material information provided to applicants prior to acceptance of an offer is accurate, complete, clear and not misleading. Information provided before enrolment forms part of the contractual agreement.

### **4.2 Fair and Transparent Terms**

Trainee-facing terms and conditions are written in plain English, are transparent and do not create a significant imbalance to the detriment of trainees.

### **4.3 Delivery as Promised**

VNHTT will deliver the programme, placements, support and qualification as described in published materials and contractual documentation.

### **4.4 Lawful Management of Change**

Where change is unavoidable (e.g. placement adjustments), VNHTT will manage this lawfully, proportionately and transparently.

### **4.5 Fair Complaint Handling**

Trainees have access to a clear, accessible and staged complaints procedure.

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## **5. Responsibilities**

### **5.1 Strategic Board Finance Committee**

The Finance committee will:

- Approve and annually review this policy
  - Review the SCITT's consumer law compliance annually
  - Monitor complaints, withdrawals and course changes
  - Ensure appropriate risk management and insurance arrangements
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## **5.2 Head of VNHTT**

The Head of VNHTT is responsible for:

- Operational implementation of this policy
  - Ensuring annual review of trainee-facing documentation
  - Ensuring staff understand consumer law obligations
  - Escalating material risks or breaches to the Trust Board
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## **5.3 Operations manager**

Responsible for:

- Accuracy of all published course information
  - Annual review of website and recruitment materials
  - Ensuring offer letters and contracts reflect current information
  - Ensuring all marketing materials are authorised by the Head of VNHTT
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## **6. Pre-Contract Information**

Before an applicant accepts an offer, VNHTT will provide clear information including:

- Programme title and qualification awarded
- Awarding/accrediting body
- Course duration and structure
- Placement requirements and expectations
- Assessment methods
- Entry criteria
- Tuition fees and payment schedule
- Additional mandatory costs (e.g. DBS, travel)
- Bursary information (subject to DfE eligibility)
- Fitness to Teach requirements
- Complaints procedure

This information will be reviewed annually before each recruitment cycle.

Material changes after an offer is made but before enrolment will be communicated in writing.

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## **7. Trainee agreement (student contract) and Terms & Conditions**

VNHTT will maintain a clear Trainee agreement that:

- Incorporates key pre-contract information
- Clearly sets out fees and payment arrangements
- Explains withdrawal and refund rights
- Identifies limited circumstances in which changes may occur
- Avoids broad discretionary clauses
- Includes clear complaints and appeal routes

Where VNHTT includes variation clauses, these will:

- Be based on legitimate and proportionate reasons
  - Be clearly drafted
  - Provide withdrawal/refund rights where changes are materially detrimental
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## **8. Course and Placement Changes**

VNHTT recognises that placement availability can be subject to external factors.

If a change is proposed affecting:

- Placement school
- Mode of delivery
- Course structure
- Awarding body
- Fees

The following process will apply:

1. Impact assessment (legal, academic and financial).

2. Determination of whether the change is material.
3. Written communication to affected trainees.
4. Provision of withdrawal and refund options where required.
5. Notification to the Governing Board where the change is significant.

A formal record of decisions will be maintained.

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## **9. Marketing and Public Information**

VNHTT will ensure that:

- All promotional materials are accurate and verifiable
- Employment outcomes are not presented misleadingly
- Ofsted references are factually correct and appropriately attributed
- Bursary and funding information reflects current DfE rules

An annual compliance audit of marketing materials and website content will be completed before each recruitment cycle.

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## **10. Complaints Procedure**

VNHTT will maintain a clear and accessible Complaints Policy and Procedure that:

- Sets out staged processes and timescales
- Ensures fairness and independence at final review stage
- Aligns with partner or validating body requirements where applicable

Complaint trends will be reviewed annually by the Strategic Board.

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## **11. Record Keeping**

VNHTT will retain:

- Archived versions of published course information
- Copies of offer letters and trainee agreements (student contracts)
- Records of material course changes

- Refund decisions
  - Complaints outcomes
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## 12. Staff Training

VNHTT will ensure that staff involved in admissions, marketing and programme leadership receive periodic briefing on:

- Consumer protection obligations
  - Risks associated with informal assurances
  - Proper management of course changes
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## 13. Breach Reporting

Any suspected breach of consumer law obligations must be reported immediately to the Head of VNHTT.

Where necessary, external legal advice will be sought.

Material breaches will be reported to the Chair of the Strategic Board and Trust CFO.

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# Part B - Refunds

## 1. Purpose

This policy sets out the circumstances in which **Vantage North Humber Teacher Training (VNHTT)** may provide a refund of tuition fees.

VNHTT is committed to operating fairly and transparently while ensuring the long-term sustainability of its provision. Refunds will only be made in the limited circumstances set out below.

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## 2. Scope

This policy applies to:

- Applicants who have accepted an offer
- Enrolled trainees

- Individuals whose course or training place is cancelled by VNHTT
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### **3. General Principle**

VNHTT will only offer a full or partial refund of tuition fees where:

- **VNHTT cancels the course**, or
- **VNHTT cancels an individual trainee's training place**,

and where this cancellation is not due to the trainee's conduct, academic failure, or breach of VNHTT policies.

Every reasonable effort will be made to avoid cancellation, including (where applicable):

- Securing alternative placement schools
- Securing an alternative trained mentor
- Adjusting delivery arrangements
- Implementing reasonable contingency measures

Refunds will not be offered in any other circumstances except where required by law.

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### **4. Cancellation Before Enrolment**

#### **4.1 Cancellation by VNHTT**

If VNHTT withdraws a programme before enrolment:

- Any tuition fees paid will be refunded in full.

If VNHTT withdraws an individual's training place before enrolment (for reasons not related to the trainee's conduct or eligibility):

- Any tuition fees paid will be refunded in full.
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#### **4.2 Withdrawal by Applicant**

As stated in our Tuition Fee Policy, any trainee thinking of withdrawing from the course should arrange a meeting with the Head of VNHTT or Operations Manager to discuss this and explore other potential options such as change of placement or deferral of training. However, registered trainees who

subsequently withdraw from the course before completion, must give written notification of their withdrawal in hard copy or by email to Nikki Hawxwell. The date of receipt of this withdrawal notice will be the effective date of withdrawal.

Withdrawing trainees remain liable for the full payment of tuition fees as set out below:

- **Withdrawal prior to 10th October 2025**

0% of the annual tuition fee payable (including PGCE where applicable)

- **Withdrawal prior to 5th January 2026**

25% of the annual QTS tuition fee payable and 100% of the PGCE fee (where applicable)

- **Withdrawal on or after 5th January 2026**

50% of the annual QTS tuition fee payable and 100% of the PGCE fee (where applicable)

- **Withdrawal prior to 13th April 2026**

50% of the annual QTS tuition fee payable and 100% of the PGCE fee (where applicable)

- **Withdrawal on or after 13th April 2026**

100% of the annual tuition fee payable (including PGCE where applicable)

The tuition fee payable becomes due immediately on withdrawal. In the event that a Trainee is paying fees via a Tuition Fee loan, and the amount payable by the Student Loans Company does not cover the tuition fee liability, the Trainee remains liable for all the outstanding fees. VNHTT will recover any outstanding fees directly from the Trainee.

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## **5. Cancellation After Enrolment**

### **5.1 Course Cancellation by VNHTT**

If VNHTT cancels a course after enrolment and no suitable alternative arrangement can be made:

- A refund will be calculated on a pro rata basis, reflecting the proportion of the course not delivered.

## **5.2 Cancellation of Training Place by VNHTT**

If VNHTT cancels an individual trainee's place after enrolment for operational reasons beyond the trainee's control — for example:

- Lack of available training placements
- Withdrawal of placement capacity by partner schools
- Lack of an available suitably trained mentor
- Loss of accreditation or regulatory approval
- Other exceptional operational circumstances

—and where no reasonable alternative can be secured:

- A refund will be calculated on a pro rata basis to reflect the portion of training not delivered.

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## **6. No Refund Circumstances**

Refunds will not normally be provided where:

- A trainee withdraws voluntarily
- A trainee fails to meet academic requirements
- A trainee is removed following a Fitness to Teach or Disciplinary process
- A trainee breaches VNHTT policies or contractual terms
- A placement change is required but an alternative placement is provided

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## **7. Statutory Cancellation Rights**

Where an offer is accepted at a distance (e.g. online), applicants may have statutory cancellation rights under the Consumer Contracts Regulations 2013.

Where applicable:

- Cancellation within the statutory period will result in a full refund of tuition fees paid.
- If training has commenced at the applicant's request within the cancellation period, a proportionate deduction may be made as permitted by law.

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## **8. Process**

- Refund requests must be submitted in writing.
- The Head of VNHTT will determine eligibility under this policy.
- Decisions will normally be issued within 20 working days.
- Approved refunds will be processed within 14 days of decision.

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## **9. Review**

This policy will be reviewed annually by the Vantage Strategic Board.