

## Compensation and Refund Policy

### Introduction

This Student Compensation and Refund Policy ("Policy") is part of the School's [Student Protection Plan](#) and reflects the School's commitment to the student experience and to supporting students to achieve their academic outcomes.

Before applying for a refund or compensation under this Policy, the School expects students to have completed the School's [Student Complaints Procedure first](#).

This Policy sets out the School's approach to refunds and compensation for students who have a complaint in relation to the School's delivery of its programme, and the complaint is upheld; or in the rare event that there has been a material breach of contract by the School. It applies to cases where LIS has failed to deliver on its contract with students in relation to:

- Failure to provide specific undertakings given to the student in the way that the programme was to be delivered;
- Failure to deliver against material information agreed with the student at the point at which they accepted an offer;
- A prolonged disruption without sufficient mitigating action, which has put in jeopardy the School's ability to offer teaching and learning that gives students a fair and reasonable opportunity to develop the appropriate levels of understanding for the programme.
- Material breach of contract on the part of the School (e.g., failure to preserve continuity of study for the student).

This Policy does not cover students who are seeking a refund of tuition fees owing to their own voluntary withdrawal, transfer, or leave of absence from their studies. This is covered in the School's [Tuition Fee Refund Policy](#).

The School's priority is to ensure that students receive the education they are entitled to expect based on their contract with LIS, and remains committed to supporting all students in continuing on and successfully completing their chosen programme of study. In dealing with complaints by students relating to the delivery of their programme, the School considers refunds and compensation to be remedies of last resort. There are a number of ways for LIS to resolve such complaints; alternatives to financial compensation might include an apology or goodwill gesture, or an offer of alternative learning methods if the programme cannot be delivered in the way it was originally intended.

The School has developed this Refund and Compensation Policy in line with the Universities UK's [Compensation and Refund Policies - Developing Good Practice, with the compensation principles used by the Office of the Independent Adjudicator \(OIA\)](#), and with the QAA's [Quality Code](#). In preparing any compensation plans, the School's approach to individual

cases will seek to support the student and be based on best practice in the sector and reflect the expectations of the Office of the Independent Adjudicator (OIA).

In addition to the rights set out in this Policy, students also have additional statutory remedies under the [Consumer Rights Act 2015 \(CRA\)](#). Government guidance on consumer rights for students under the CRA can be found [here](#).

## Legislative and Regulatory Context

The School has certain responsibilities and duties in law in relation to the consumer protection of students and its handling of complaints and appeals:

- *Statutory responsibilities* as outlined in the [Consumer Rights Act 2015 \(CRA\)](#) and the [Higher Education Research Act 2017 \(HERA\)](#). The [Competition and Markets Authority \(CMA\)](#) has given [guidance to higher education providers concerning their obligations under consumer law](#).
- *Conditions of the School's registration with the [Office for Students \(OfS\)](#)*: It is a condition of the School's registration with the OfS that it must demonstrate that it has given due regard to CMA guidance to higher education providers concerning their obligations under consumer law.
- *Sector responsibilities* to align with Office of the Independent Adjudicator and QAA guidance on the fair and transparent handling of complaints and appeals
- *Our institutional responsibilities*, to ensure that we are acting in accordance with our own regulations.

## Eligibility

This Policy covers all students currently enrolled at the School, and any applicants who have accepted a place on the School's programme. It covers:

- Students in receipt of a tuition fee loan from the Student Loans Company;
- Students who pay their own tuition fees; and
- Students whose tuition fees are paid by a sponsor.

This Policy does not apply to individuals who have completed the studies for which they registered unless, in accordance with the [Student Complaints Procedure](#), they have submitted a complaint within three months of the end of their registered programme of study which is subsequently upheld.

## Definition of Terms

In this Policy, a refund relates to the repayment of sums paid by a student to the School or an appropriate reduction in the amount of sums owed in future by the student to the School. This could include tuition fees or other course-related costs.

In this Policy, compensation relates to an action taken in recompense for a demonstrable loss by the student. This normally falls into two categories: (a) recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the School (e.g., travel costs); or (b) an amount to recompense for material disadvantage to the student arising from a failure by LIS to discharge its duties appropriately (e.g., time lost,

additional tuition fees incurred). Compensation may take the form of a financial payment, a discount, or some other form of benefit. It may also take the form of a remedy without a financial element, such as an apology or goodwill gesture.

Students also have the right to seek non-financial remedies under the [Consumer Rights Act 2015 \(CRA\)](#) through repeat performance or an order for specific performance. This means that if a higher education provider delivers a substandard service, a student may be entitled to ask them to correct this to be delivered at the required standard (specific performance). This could mean repeating a part of the programme that did not meet this standard (repeat performance). If it is not possible to repeat the service, or this has not been done in a timely and convenient way for the student, the student may be entitled to a price reduction, which can be up to the full amount of the price of the programme. In this case, partial or full refunds must be provided to the student within 14 days from the agreement that a refund is due.

## Principles

- *Student-centred*: LIS will take a student-centred approach to resolving complaints, and our Student Compensation and Refund Policy will reflect this.
- *Focused on dialogue*: As far as possible, complaints should be resolved through dialogue between the student and LIS.
- *Fair*: The [Terms and Conditions](#) of the Student Contract must be fair and certain, and not ambiguous or vague, and follow the requirement of good faith, which is an expectation of fair and open dealing on the part of the School.
- *Consistent*: Although the circumstances of each case will be different, the process for considering each claim for refund or compensation must be consistent, so that students know that they are being treated equally. [Terms and Conditions](#) and other information which forms the student contract should be consistent with the pre-contract information available to prospective students. Consistency in the way the information is presented will also make it easier to understand and navigate. Information should also be sense-checked with student representatives for consistency.
- *Clear and accessible*: The School's Student Compensation and Refund Policy must be clear in relation to the expectations of both the student and the School, and must be clear, unambiguous, accessible and easily locatable for students.

## In the Event that LIS Cannot Preserve Continuity of Study

LIS has a [Student Protection Plan](#) in place to preserve the continuity of study for all of its students. This Student Protection Plan includes a risk assessment, which identifies a range of possible risks to continuity of study and the likelihood of these risks actually occurring. The Student Protection Plan sets out how the likelihood of these risks occurring is generally low, with some moderate risks; and it details the range of measures LIS will undertake to keep these risks at a minimum. It also describes the steps LIS will take in the unlikely event that any of these risks does occur.

If LIS has implemented its Student Protection Plan, and has been unable to find an acceptable solution to preserve the continuity of study at the School, or there are additional

costs associated with an acceptable alternative, the student may make a claim for a refund and/or compensation under this Policy. This would apply in circumstances in which the School is unable to preserve continuity of study before registered students of the programme have completed their studies and either:

- Alternative studies elsewhere are not possible or acceptable; or
- There are additional costs or other implications associated with the accepted alternative (e.g., in relation to additional tuition fees, maintenance or accommodation costs, travel costs).

Before making a claim under this Policy, the student must have their complaint upheld via the [Student Complaints Procedure](#).

As is set out in the Student Protection Plan, LIS will always aim to teach students to the end of their programme, even if a decision has been taken to close the programme and cease admissions to it. In the unlikely event that LIS is unable to 'teach out' students on the programme, LIS will support students to transfer to a suitable programme at another UK university. Enrolled students should take reasonable steps to mitigate their situation, in line with advice provided by the School.

#### **Applicants to a Programme that is Closing**

The School will ensure that plans for closing its programme will include communicating with and compensating any applicants who have accepted places, but not yet started study. These include, at a minimum, providing advice and support on seeking a suitable alternative at a different higher education provider, and may include compensation for evidenced expenses relating to attempts to find a suitable course at another institution. Any applicants who have accepted a place at the School should take reasonable steps to mitigate their situation, in line with advice provided by the School.

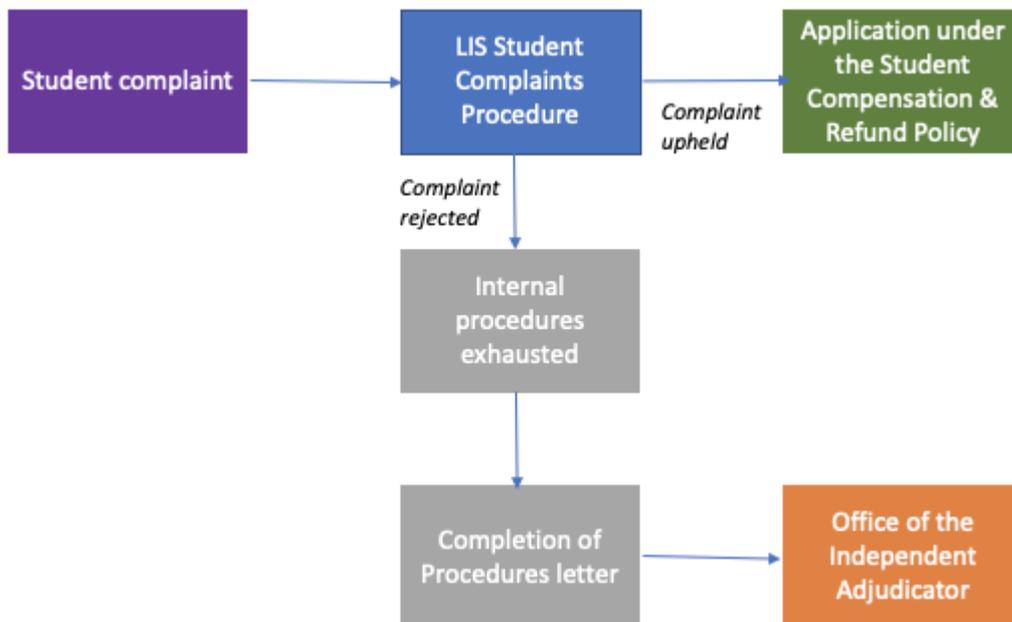
#### **Compensation and Refund Decisions**

All recommendations on refunds and compensation will be made by the School's Compensation and Refund Panel. The Panel will meet at the earliest opportunity once it receives a claim under this Policy. The Chief Executive may, under delegated authority from the Panel, approve compensation and refunds for pre-approved scenarios.

The Panel will consist of the following members of staff:

- Chief Executive (Chair);
- Director of Admissions and Student Support;
- Director of Teaching and Learning;
- Director of Finance and Operations;
- Director of Finance.

#### **[Overview of Process for Claiming Refund or Compensation](#)**



## Making a Claim

### *Student Complaints Procedure*

For a claim under this Policy to be considered, the student must first complete the School's [Student Complaints Procedure](#).

- Where a student complaint relating to the School's delivery of the programme has been upheld via the [Student Complaints Procedure](#), they may make a claim for a refund and/or compensation under this Policy.
- Where LIS has implemented its [Student Protection Plan](#), and a student is not satisfied with the School's solution to preserve the continuity of study, or where the student determines that there are additional costs relating to an acceptable alternative that the School is not appropriately compensating for, the student may make a complaint under the [Student Complaints Procedure](#). Where this complaint is upheld under the provisions of the Procedure, the student may make a claim for a refund and/or compensation under this Policy.

### *Process for Making a Claim*

A claim may be made by an individual student, or where the same circumstances affect a number of students, a group claim may be submitted.

In the first instance, and where the circumstances of a case for a refund or compensation do not fall under the [Tuition Fee Refund Policy](#), students should first discuss their concern with the Director of Admissions and Student Support (or nominee).

Where the Director of Admissions and Student Support, or nominee, is unable to resolve the matter or to take it forward on behalf of the student(s) the student(s) should submit a complaint to the School in accordance with the [Student Complaints Procedure](#). If the complaint is upheld under the provisions of this procedure, the student may make a claim for a refund and/or compensation under this Policy.

Where the claim under this Policy is upheld, a written response together with a proposed remedy shall be made to the student within 15 working days of the receipt of the student's claim.

If a student(s) are satisfied with the outcome, their acceptance of the remedy will be in full and final settlement of all claims arising out of the same matter.

### *Decision-Making Process*

For each claim, the Panel may decide on one or a combination of the following outcomes:

- *Repetition of services:* the student(s) shall be able to receive the services again provided to an acceptable level;
- *Refund:* Money will be refunded in recognition of tuition fees and/or other course-related costs for services which have not been delivered;
- *Facilitate transfer:* Where a transfer is secured to another provider, LIS may provide financial support for costs incurred which relate directly to the transfer process and/or costs associated with the transfer that otherwise would not have been incurred by the student, for example additional travel expenses or tuition fees;
- *Compensation:* Compensation may be awarded where LIS recognizes that a student has experienced actual financial loss (e.g., travel costs), or other material disadvantage, (e.g., lost time) as a direct result of LIS's failure to meet its obligations or preserve their study.
- *No action required.*

Where there is no majority in agreement on the Panel, the Chief Executive shall have a casting vote.

Each case will be reviewed individually and in context, as the impact of LIS's inability to preserve continuity of study will vary by student, depending on their personal circumstances. Some students, because of their personal circumstances, may be disproportionately affected. LIS will not, therefore, apply a standard, blanket formula when assessing the amount of any refund or compensation awarded under this Policy.

The Panel will, however, be consistent in considering each case in line with the decision-making principles detailed below. It will also take into account relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education.

LIS will consider each case on its own merits and an individual approach will be taken, assessing the circumstances for each student affected. Decision-making will focus on accountability and impact:

#### *Accountability*

The Panel will consider whether:

- The School failed to provide specific undertakings given to the students in the way the programme was to be delivered;
- The School failed to deliver against material information agreed with students at the point when they accepted offers;
- A period of prolonged disruption, without sufficient mitigating action, has put in jeopardy the School's ability to offer teaching and learning which gives students

a fair and reasonable opportunity to develop the appropriate levels of understanding for the programme;

- The School has followed its own procedures in delivering the programme (such as quality assurance and communication to students);
- Where a complaint is made due to disruption to a student's learning experience beyond the student's control, the School communicated clearly and consistently with the student throughout the process, making them aware of any changes and how they might affect them.
- The student has met their own responsibility to minimise losses:
  - Steps the student has or has not taken to minimize their financial loss or impact of programme closure or other interrupting event;
  - Whether the student has unreasonably refused a suitable/ reasonable option that was available or offered;
  - Whether the student has unreasonably refused a reasonable offer of financial compensation;
  - Any delays in resolving the matter, which may have been partly caused by the student.
- Where a student's own actions have contributed to their current position, the Panel may take this into account in the decision-making process, and commits to doing so in a reasonable, proportionate and transparent way.

#### *Impact*

- The School recognizes that the impact of the same event will differ depending on each student's personal circumstances.
- When assessing impact, the Panel will consider whether there has been a demonstrable loss to the student, and in particular if the student has been able to achieve the learning outcomes for their programme.
- Items considered by the Panel may include:
  - Whether the student has been affected in relation to their final degree award, accreditation award, or ability to take up a job offer;
  - The timing of any course closure in relation to the initial contractual offer made and what part of that offer would not be fulfilled;
  - The effect, and financial implications of any mitigating actions that LIS has taken (e.g., facilitation of transfers) or failed to take;
  - Financial assumptions that the student may have reasonably made, such as reliance on course-related income or child-care plans, which would not then be available under contingency arrangements;
  - Expenses incurred directly as a result of the original programme which a student would not have incurred if they had not been studying on that programme and which hold no value under any contingency arrangements;
  - Demonstrable losses incurred by the student, either in terms of wasted out-of-pocket expenses they have incurred, paid to someone other than the university (e.g., accommodation or maintenance costs), or material

disadvantage to the student arising from LIS failing to preserve continuity of study (e.g., time lost).

Students will be notified of the outcome in writing within 15 working days of the receipt of their claim, and will be given reasons for the decision.

#### *Financial bursaries*

In the case of the programme of study being terminated or the institution ceasing to operate, LIS will honour all student bursaries.

#### *Payment of refunds and compensation*

Approved refunds will be paid by the same method and to the same account as the money was originally received. Verifying documents (evidence of payment, a copy of a bank statement) may be required.

If fees were paid via a sponsor or other organisation, including the Student Loans Company, the refund will be paid to the sponsor and in line with any external regulations that may apply.

Compensation, bursary and scholarship payments will be made directly to the student via a BACS payment or other appropriate means.

All refunds will be paid within 14 days of the refund being approved by the School.

#### **The Office of the Independent Adjudicator for Higher Education**

If, having completed all the internal procedures, the student is still dissatisfied with the outcome, they may be able to apply for a review of the matter to the Office of the Independent Adjudicator for Higher Education (OIA).

The OIA was set up under the Higher Education Act 2004 to provide 'an independent student complaints scheme'. All HEIs in England and Wales are required to comply with the scheme, which is free to students.

Under the rules, a student who has exhausted the full complaints, appeals or disciplinary procedure available to them within LIS, must be informed, via a 'Completion of Procedures' letter of their right to a review by the OIA. Applications to the OIA must be made within 12 months of the Completion of Procedures letter. Further details are available [here](#).

For further support and advice, a student can contact a student representative in the LIS students' association.

#### **Monitoring and Review**

This Policy will be reviewed on an annual basis by the Compensation and Refund Panel, who will make any recommendations for changes for authorisation by the Executive Committee

<b>Name of policy/procedure:</b>	<b>Student Compensation and Refund Policy</b>
<b>Document owner:</b>	<b>Hannah Kohler, Director of Admissions and Student Support</b>
<b>Date Originally Created:</b>	<b>09/2018</b>
<b>Last reviewed:</b>	<b>11/2019</b>
<b>Reviewed by:</b>	<b>Prof. Chris Maguire (Registrar)</b>
<b>Audited by:</b>	<b>Board of Directors, Academic Council</b>
<b>Date of Audit:</b>	<b>11/2019 BoD – approved; 03/2020 AC - approved</b>
<b>Date of next review:</b> (annually unless otherwise agreed)	
<b>Related documents:</b> (eg associated forms, underpinning processes, related policies or overarching policies)	<b>Student Terms and Conditions Student Complaints Procedure Tuition Fee Refund Policy</b>

<b>Version Control</b>			
<b>Version</b>	<b>Author</b>	<b>Date</b>	<b>Brief summary of changes</b>
<b>1</b>	<b>Hannah Kohler (Director of Admissions and Student Support)</b>	<b>02/09/2018</b>	<b>Original draft, focused on the provisions of the Refund and Compensation Policy in the event of the triggering of LIS's Student Protection Plan (failure to preserve continuity of study)</b>
<b>2</b>	<b>Hannah Kohler (Director of Admissions and Student Support)</b>	<b>05/06/2019</b>	<b>Broadened policy to cover other instances where students do not feel that the School has met its obligations in delivery of programme</b>
<b>3</b>	<b>Prof. Chris Maguire (Registrar)</b>	<b>05/06/2019</b>	<b>Distinction between Tuition Fee Refund Policy and Student Compensation and Refunds Policy; clarification of role of Student</b>

			<b>Complaints Procedure</b>
<b>4</b>	<b>Hannah Kohler (Director of Admissions and Student Support)</b>	<b>06/06/2019</b>	<b>Included visual graphic of overall process.</b>
<b>5</b>	<b>Hannah Kohler (Director of Admissions and Student Support)</b>	<b>10/08/2019</b>	<b>Clarification of responsibility for review of the policy and procedure and for authorisation of changes.</b>
<b>6</b>	<b>Hannah Kohler (Director of Admissions and Student Support)</b>	<b>04/11/2019</b>	<b>Minor wording changes</b>
<b>7</b>	<b>Board of Directors</b>	<b>18/11/2019</b>	<b>Approved</b>
<b>8</b>	<b>Academic Council</b>	<b>18/12/2019</b>	<b>Requires update in light of decision to pursue NDAPs</b>
<b>9</b>	<b>Hannah Kohler (Director of Admissions and Student Support)</b>	<b>20/12/2019</b>	<b>Removed reference to validating partner</b>
<b>10</b>	<b>Academic Council</b>	<b>16/03/2020</b>	<b>Approved</b>