

Student Compensation and Refund Policy

Policy last reviewed	June 2021
Approved by	The Quality and Standards Committee
Published on	LSBU website, About Us, Policies and procedures tab

**This Procedure is available in accessible formats on request from the Legal team.
Please contact: govlegal@lsbu.ac.uk**

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LSBU Student Compensation and Refund Policy Procedure

1. Introduction

1.1. The Student Compensation and Refund Policy is part of the University's Student Protection Plan, which the University is required to publish as a registered provider of higher education. The Student Protection Plan sets out possible risks to continuation of study and the University's position on refunds and compensation if those risks materialise. This policy sets out in detail the University's position regarding refunds and/or compensation in those circumstances.

2. Scope – who is covered by this procedure?

2.1. This Student Compensation and Refund Policy covers situations where the University is no longer able to preserve continuation of study for one or more students for example:

- Closure of the University as a whole, either permanently or temporarily
- Unplanned temporary closure of part of the University
- Planned closure or restructuring of departments or Schools
- Departure of key members of staff in highly specialist areas of provision.

2.2. The University is committed to supporting our students to achieve their academic potential and to equip our students with the knowledge, opportunities and skills required for a successful career. The University is also committed to ensuring that, as far as possible, all students are able to continue and complete their studies at the University and to 'teach out' students on a programme that is being discontinued. The University therefore considers refunds and compensation to be a remedy of last resort and is committed to ensuring all students are able to continue with and complete their studies at the University. It is important however to explain how the University will refund and/or compensate students if the risks of non-continuation outlined above materialise. In many circumstances, a non-financial remedy may be the most appropriate outcome and the University will take all reasonable steps to explore such remedies.

2.3. The University Tuition Fee Refund Policy operates separately from this policy. The Tuition Fee Refund Policy details when a student is entitled to a refund of tuition fees following interruption or withdrawal, where an overpayment has been made or where an adjustment to a student's tuition fee leaves a credit on the student account and does not apply to circumstances of non-continuation as set out in this policy.

http://www.lsbu.ac.uk/_data/assets/pdf_file/0011/12143/tuition-fee-regulations.pdf

- 2.4. Except where expressly referred to elsewhere in this policy, the University Student Complaints Procedure operates separately. The Student Complaints Procedure describes what a student needs to do if they wish to complain about an aspect of the delivery of their programme, which they believe has affected their ability to engage effectively with their studies. A complaint is an expression of dissatisfaction by one or more students about the University's action, inaction or standards of service, on or off the campus, which the student(s) have not been able to resolve through informal processes
http://www.lsbu.ac.uk/data/assets/pdf_file/0003/84423/student-complaints-procedure.pdf
- 2.5. Additionally, the University also has the following separate complaints procedures: (i) Halls of Residence Complaints Procedure; (ii) Employer Complaints Procedure for employers of students; and (iii) Applicant Complaints and Appeals of Admission Decision Procedure. All of these are available on <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>.
- 2.6. In the event of the University being unable to preserve continuation of study, those affected may include:
- Individuals who have accepted a place on a programme of study which the University terminates before those individuals have enrolled; and
 - Students that have already enrolled on a programme of study which the University terminates before those students can complete their course
- 2.7. Applicants who have accepted a place, but have not yet enrolled on a course which closes, will receive communication of the course closure at the earliest opportunity. They may receive compensation, but will, as a minimum, receive an offer of advice and support of help in seeking an alternative course at the University or other HEI.
- 2.8. The University will assist existing enrolled students in seeking an appropriate alternative course at another HEI where in the academic and professional judgement of the University there is no suitable alternative course at the University.
- 2.9. In the event of the University being unable to preserve continuation of study, the Student Compensation and Refund Policy applies to all students who are affected (with the exception of students at partner institutions, where separate contractual arrangements are in place). This includes:
- Full Time/Part Time/Distance Learning Students
 - Undergraduate/Postgraduate Taught and Non-Taught Students and those studying for Higher Degrees
 - Home/EU/International Students

- Self-Funded or Sponsored Students and those in receipt of a tuition fee loan from Student Finance England (SFE).

2.10 This policy will not apply to individuals who have completed the studies for which they registered.

3. Who is responsible for this procedure?

3.1. The Pro Vice Chancellor Academic Framework has overall responsibility for this policy, but with the exception of the review process at paragraph 6, has delegated responsibility for its implementation as set out in this policy.

4. Refund and Compensation Plan

4.1. The University has seven Schools providing courses across a range of subjects. Each School has a senior member of staff who is designated as the Director of Operations. The Director of Operations or nominee will be responsible for identifying students who may be affected by the closure of a course.

4.2. The Director of Operations or nominee will:

- Liaise with the Dean of School and Course Team on any course closure.
- Inform the Pro Vice Chancellor for Education & Student Experience, the Deputy Vice Chancellor and Academic Quality and Enhancement team of the closure.
- Set up a communication and consultation plan to inform any affected students individually, setting out the reasons for changes and explaining how they will affect individuals.
- Arrange a meeting between relevant staff (likely to be the Course Director) and students to explain the change and consult with the students.
- Consider, with colleagues, an individual compensation plan relevant to each individual affected.
- Contact all affected students detailing the outcome of the compensation plan within 5 weeks of the initial contact with students.

4.3. The University will put in place a compensation plan relevant to the circumstances of the individual student or students as set out in this policy and once the amounts to be paid have been finally confirmed (including, where relevant, amounts which have been confirmed following any review conducted under paragraph 6), the Director of Operations or nominee will refer the matter to the Fees Team to make the relevant refund and compensation payments.

4.4. **Refunds:**

4.4.1 Where the University is not able to teach out a course and, in its reasonable academic and professional judgment, there is no suitable alternative course at the University (or in the case of post-graduate research, no suitable alternative supervisory arrangements), the contract will be brought to an end on four weeks' notice and students will be refunded fees already paid to us, subject to appropriate and reasonable deductions in individual cases for credits transferred to other institutions, and will not be under any obligation to pay any further fees to the University.

4.4.2 Where the University is not able to teach out a course and, in its reasonable academic and professional judgment, it is able to deliver an appropriately modified version of the same course or there is a suitable alternative course at the University (or in the case of post-graduate research, suitable alternative supervisory arrangements), but the student does not wish to transfer to that course (or to the supervisor/s in the case of post-graduate research), the student is given the option of ending the contract with the University. In those circumstances, the student is not under any obligation to pay any further fees to the University but is not entitled to any refund of fees already paid.

4.5. **Compensation:**

4.5.1 In the circumstances described in paragraph 4.4.1 above, the University will also reimburse a student's reasonable maintenance and accommodation costs, where these have been wasted costs as a result of the inability to teach out the course and/or offer a reasonable alternative course, and/or reasonable travel costs as a result of relocation. In appropriate circumstances, other University-related costs e.g. sports club membership/professional body registration fees for which membership is required, will be reimbursed insofar as they amount to wasted costs;

4.5.2 Where students are materially delayed in completing their courses because of an interruption to their studies within the scope of the Student Protection Plan referred to in paragraph 1.1 above that is within the reasonable control of the University, it will consider claims for other losses (e.g. lost time claims, or additional maintenance and accommodation costs) on a case-by case-basis.

4.5.3 Where students transfer to alternative courses at the University or where they are materially delayed in completing their existing course at the University through an interruption to their studies that is within the reasonable control of the University, we will ensure that any bursaries that were offered to students as a condition of offer are maintained throughout their studies.

4.6. Enrolled students, and any applicants who have accepted a place on the relevant programme, should take reasonable steps, in line with any advice given by the University, to mitigate the situation.

- 4.7. If a student is affected by a course closure and has not received any communication from the School Executive Administrator, they can contact their Student Administration/School Office to obtain the contact details for the Director of Operations or nominee or they can contact the Student Life Centre (020 7815 6454 or studentlife@lsbu.ac.uk) to obtain the contact details of the Director of Operations or nominee.
- 4.8. In making a final assessment of any refund or compensation payment, consideration will be given to:
- Whether the University failed to deliver on specific material undertakings given to students in the way the programme would be delivered.
 - Whether sufficient action was taken by the University to ensure students had a fair and reasonable opportunity to complete the course.
 - Whether there has been a demonstrable loss to the student.
 - Whether the student achieved the learning outcomes for their course.
 - Whether the students have met their own responsibility to minimise losses.
 - Whether the University followed its own processes in delivering the course.
 - Whether the student has been affected in relation to a final degree award, external accreditation or the ability to take up a job offer.
 - Consideration of alternative arrangements/adjustments that were implemented for students to minimise loss and whether students took advantage of them.
 - Whether the University communicated with students effectively throughout the process.
 - Whether a refund or compensation payment is the most appropriate way to deal with the issue.

5. Compensation and Refund Payments

- 5.1. Refunds, in all cases, will be paid back to the original payee and, wherever possible, to the original bank account. This applies to refunds where the student is in receipt of a tuition fee loan from Student Finance England, where the student pays their own tuition fees or where tuition fees are paid by a sponsor. Refunds and/or compensation will be paid where reasonably possible within 14 days of the University's decision that payment is warranted in the circumstances.
- 5.2. If a payment is agreed and made, this will be considered a full and final settlement of all claims arising out of the same issue.

6. Review

- 6.1. If a student is not satisfied with the University's refund and, where relevant, compensation plan relating to that student, they should refer the matter in writing to the Pro Vice Chancellor Academic Framework setting out the reasons

and any supporting evidence. A referral to the Pro Vice Chancellor Academic Framework under this policy should be made promptly and in any event within 10 working days of the date the individual refund and, if relevant compensation, plan is communicated to the student.

- 6.2. Group and/or third party requests for review will be dealt with by the Pro Vice Chancellor Academic Framework in accordance with the provisions for group complaints and third party complaints set out in the Student Complaints Procedure http://www.lsbu.ac.uk/data/assets/pdf_file/0003/84423/student-complaints-procedure.pdf
- 6.3. The Pro Vice Chancellor Academic Framework may ask for additional evidence and may, in circumstances regarded by the Pro Vice Chancellor Academic Framework as warranting it arrange a meeting with the student to determine the review. The student may be accompanied at that meeting by a companion who may be a Students' Union representative or a fellow student.
- 6.4. The Pro Vice Chancellor Academic Framework may either uphold the original decision regarding refunds and compensation, or make a new decision. That decision shall be final and shall be issued in writing within the latter of 15 working days of the date on which the request for review was submitted, the date on which any additional requested evidence was submitted or the date of the meeting, whichever applies to the specific review.
- 6.5. If the outcome of the review is favourable to the student, they may request the University to provide them with a "Completion of Procedures" letter (COP) within 30 days of the date of the outcome letter. Where such a request is made, the COP will be provided within 14 days of the request. If the outcome of the review is not favourable, a COP will be sent to the student automatically within 28 day of the date of the decision letter.