



**LONDON PROFESSIONAL ACADEMY (LPA)**

**REFUND AND COMPENSATION POLICY**

**Title: Refund And Compensation Policy**

**Approved date: Jan, 2022**

**Approved by: London Professional Academy**

**Review Date: Jan, 2024**

## **General Policy Statement**

London Professional Academy (LPA) has developed this policy setting out the circumstances in which the academy will refund tuition fees and other relevant costs to students and provide compensation where necessary if the academy is unable to provide continuation of study for one or more students on its higher education programmes.

The risk that this may occur has been assessed as unlikely. However, if it were to occur then any affected students should receive a refund of fees and appropriate compensation.

This policy covers programmes that LPA has or intends to discontinue and does not include changes or discontinuation of programmes where all registered students would have been expected to have completed their programme by the termination date. Requests for programme discontinuation shall be made to and considered for approval by Senior Management Team (SMT).

Refund and compensation plans will be based on the relevant guidance published by the Office for Students and/or the Office of the Independent Adjudicator for Higher Education.

## **RIGHT TO CANCEL**

- The offer of a place on a higher education course or programme of study at the academy is made subject to terms and conditions as set out by LPA.
- Students have a statutory right to cancel their contract (enrolment) with the academy without giving any reason.
- The cancellation period under UK consumer law will expire 14 days from the day the student enrolls.
- To exercise the right to cancel, the student must inform LPA of the decision to cancel this contract by sending an email to LPA.
- If a student cancels the contract within the cancellation period described above, LPA will reimburse the student all payments they have made.
- In addition to the cancellation period, LPA allows students to cancel their contract at any time up to the date on which the programme is due to commence.

- If a student cancels the contract after the cancellation period has expired, LPA will not be obliged to refund payments made by the student.

## **PROGRAMME DISCONTINUATION**

- In exceptional circumstances programmes may be closed.
- A programme discontinuation is defined as a closure when LPA has to discontinue a programme after the programme has commenced and before the expected programme end date.
- Where this occurs on programme, LPA shall make arrangements for students to complete their studies.
- These arrangements will be monitored.
- If this was to occur LPA will communicate with all affected students individually.
- LPA will ensure students receive a unit certificate of achievement which recognises achievement to date.
- Provide the student registration number, which would support possible continuation at another provider;
- Offer students advice and guidance on transfer to another LPA programme or transfer to a suitable alternative provider to complete their programme of study;
- Create a student specific refund and compensation plan that includes a refund of tuition fees and compensation in respect of additional costs reasonably incurred by students as a result of programme termination or change of programme; •
- Ensure that any student who receives a bursary and would have continued to receive the bursary had the programme not been terminated receives the remainder of that bursary whether the student transfers to another LPA programme, or to the same programme at an alternative provider.

## REFUND

- Refunds will be made where it is necessary to close a class due to insufficient numbers or where the attendance of students is made impossible or inappropriate by some action of LPA.
- Where a student pays programme fees and then subsequently receives a loan from the Student Loans Company (SLC), any fees paid by the Student will be refunded up to the amount of the loan subsequently received.
- Where a student withdraws after the 14-day cancellation period ends and is paying via monthly instalments, no refund of fees paid will be made but no further tuition fees will be charged.
- Where the fees are paid for by a loan from the Student Loans Company (SLC), LPA will inform the SLC that the student has withdrawn from their programme and claim no further funding.
- Once instalments have been paid by the SLC they are non – refundable.
- Where a student has paid annual tuition fees in advance but then withdraws from the programme, then the student will receive a refund for the remaining months of the programme on a pro-rata basis.
- Where an employer or another sponsor has paid tuition fees in advance but then the student withdraws from the programme, then the employer / sponsor will receive a refund for the remaining months of the programme on a pro-rata basis.
- In the event of a programme closure, refunds will not be paid to those students who have withdrawn from the programme or not attended for a period of four weeks prior to closure without previously agreeing a period of planned absence with their programme tutor.
- Refunds will not be made for any personalised kits or materials which are being retained by the students or any registration fees which have been paid to another party by the academy on behalf of the student.
- For a refund request in response to an issue or problem with the course, Complaints Policy and Process should be followed.

## **Transfers**

- In the event of a programme closure, which results in a student transferring to another programme at another institution, LPA will pay the difference in fees if the new programme is charged at a higher fee rate.

## **Compensation**

- Compensation will be provided when a recognisable loss is suffered by a student as a result of LPA not meeting its obligations to the student, for example, non-continuation of study.
- Compensation includes:
  - maintenance costs;
  - lost time;
  - additional tuition costs;
- LPA's priority will always be to ensure that students receive the education experience as publicised.
- Where as a result of an investigation through the Complaints Policy and Process it is concluded that this has not been the case appropriate compensation may be offered.
- Payments Refunds will be made to the account holder's bank (or other financial institution) that originally paid the tuition fee (Student Loans Company, sponsor or student).
- Refunds will not be paid in cash.

## **Related Policies and Procedures**

- Higher Education Terms and Conditions
- LPA Fees Policy
- Closure of and Withdrawal of HE Provision Policy 1.8. General Where a student has outstanding fees, the College will seek recovery of fees due, refer to the Fees Policy Any queries regarding the application of this policy should be addressed to [Higher.Education@NCCLondon.ac.uk](mailto:Higher.Education@NCCLondon.ac.uk)

