



LONDON  
COLLEGE OF  
INTERNATIONAL  
BUSINESS  
STUDIES



## Refunds and Compensation Policy

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Contents	
Purpose .....	3
Overview .....	3
Withdrawals, interruptions and changes.....	3
Undergraduate Students .....	3
College withdrawing students.....	3
Refunds to students who have paid fees.....	4
Refunds in the case of programme or institutional closure.....	4
Process for refund .....	4
Claiming a refund .....	4
Compensation .....	4
Making a claim for compensation .....	5

## **1. Purpose**

This policy provides clear expectations of the process with regards to refunds and compensation should a programme of study be cancelled, or the student chooses to withdraw.

This policy has been developed in line with London College of International Business Studies' (LCIBS) statutory responsibilities as articulated in the Consumer Rights Act 2015 (CRA) and the Higher Education and Research Act 2017 (HERA). It is formulated in line with the requirements for registration with the Office for Students (OfS) as a Higher Education provider.

## **2. Overview**

Important Information for all students

- By accepting an offer of a place on one of our programmes, you, the 'student' enters into a legally binding contract with LCIBS. As such, you accept and agree to be bound by these terms and conditions.
- LCIBS's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You have the right to cancel your acceptance by informing LCIBS in writing within 14 calendar days after you have completed the registration process or from the official course start date, whichever is later. If you cancel within this period, you will be entitled to a full refund of any deposit/fees that you have paid. If you cancel after this period, LCIBS retain the right to charge a proportion of the annual course fee as indicated in this policy.

## **3. Withdrawals, interruptions and changes**

If you withdraw, it is important that you contact the registry department, so that your withdrawal can be formally authorised. If you fail to do so the full tuition fee will be due for that year of study. Retrospective withdrawals will not be permitted.

### ***3.1 Undergraduate Students***

1. If a student is withdrawn by the registry department for non-attendance tuition fees are due up to the date of withdrawal.
2. If a student withdraws within 3 weeks, they will not be liable for any tuition fee payment to LCIBS and any tuition fee loan applied for will not be payable.
3. Thereafter tuition fee liability will increase as follows:
  - 25% of the fees are due during Liability 1 (3 months from the course start date)
  - 25% of the fee are due during Liability 2 (3 to 6 months from the course start date)
  - 50% of the fees are due during Liability 3 (6 months from the course start date to the end of the course)

For example, if a student intercalates or withdraws between the 1st and 2nd Liability points they will be responsible for 25% of the full course fees; if the intercalation or withdrawal does not take effect until the 1st week into Liability 2, they will be responsible for 50% of the full course fees.

### ***3.2 LCIBS withdrawing students***

From time to time it may be necessary for LCIBS to withdraw a student. The reasons for this can vary and this will be carried out in line with the appropriate policy. Student fee liability will vary depending on the reason for withdrawal; however, any fee liability, or eligibility for refund will be clearly communicated to the student at the time of withdrawal.

#### **4. Refunds to students who have paid fees**

If a student has paid tuition fee up front you will be refunded the amount in excess of the tuition fee charged based on the percentage tuition fee liability.

##### ***4.1 Refunds in the case of programme or institutional closure***

In extreme circumstances LCIBS may have to terminate a programme of study.

In such a case, or if the institution has to close, refunds will automatically be awarded to students for the current year of study. If the programme has to be terminated at any stage during the year, then the refund process will be applied as above to students who have paid fees.

We will ensure that students can be taught and assessed to the end of the module which they are studying thus enabling them to accrue academic credit. This can then be used to secure transfer to another college should this be appropriate.

On some occasions this may mean that a student suffers financial loss. Each situation is different and therefore needs individual consideration. The outcomes of this consideration may include compensation for maintenance costs and lost time where it is not possible to preserve continuation of study.

##### ***4.2 Process for refund***

- Approved refunds will be paid by the same method and to the same account as the money was originally received. Evidence of payment and a copy of a bank statement will be required to verify details.
- We aim to process a refund within 3 weeks of the Finance Department receiving the refund request or withdrawal form. You may be contacted to confirm the bank details you wish the refund would be paid to.
- Refunds will be paid within 14 days of the refund being approved.
- If your 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.
- In the case of withdrawals, the date of withdrawal will be the date at which a completed withdrawal form is authorised by the registry team. It is the student's responsibility to formally notify LCIBS of their withdrawal at the point at which they leave the course.

Refunds are not given to students on Non-Credit Bearing courses (NCB) except in the following circumstances:

- Closure of classes because of low enrolment (full fee refunded)
- Withdrawal from class before course begins (full fee refunded)
- Exceptional circumstances such as illness (pro rata) must be supported by documentary evidence and the written approval of the registry team.

##### ***4.3 Claiming a refund***

If a student meets the above criteria for a refund, then they should apply for this through the registry department who can be contacted by e-mail on [info@lcibs.co.uk](mailto:info@lcibs.co.uk) or by telephone on +44 207 242 1004.

#### **5. Compensation**

Compensation will be awarded if clear, recognisable and material loss is suffered and evidenced by the student. This normally falls into two categories, either:

- (a) Recompensing a student for wasted out-of pocket expenses they have incurred, which were paid to someone other than LCIBS (such as travel costs).
- (b) An amount to recompense for material disadvantage to the student arising from a failure by the university to discharge its duties appropriately.

Compensation may take the form of a financial payment, a discount, or some other form of benefit. It is possible that in the case of a complaint about an element of a programme of study or learning experience this could be settled without the need for a refund or financial compensation. In these cases, this might include an apology, a goodwill gesture or in the case of the complaint relating to the quality of a programme of study this could include repeating a part of the course that did not meet the expected standard.

### ***5.1 Making a claim for compensation***

LCIBS's Complaints and Appeals process is the process that provides students with effective consideration of any claim for financial or other compensation. It articulates the steps that will be taken by LCIBS in assessing any complaint and also details the process that a student should follow if they are unhappy with the outcome of a complaint and wish to progress their complaint to the Office of the Independent Adjudicator (OIA).

### **6. Other related Policies**

- Complaints and appeals policy
- Admissions policy
- Equality and diversity policy
- Mitigating circumstance policy