

London Contemporary Dance School (The Place)

Refunds and Compensation Policy

February 2022

Name of Policy Writer	Lead Post Holder	Date approved	Approved by	Review Date
B Holdaway	Quality and Compliance Manager	Feb 2022	Academic Board	June 2023

1. Introduction	4
2. Definitions.....	4
3. Scope of the policy.....	4
4. General Principles of this Policy	5
5. Policy on Refunds	6
Discontinuation of a course and refund on fees	
Refunds issues under the Student Protection Plan	
Refunds issues under other circumstances	
Important information regarding refunds	
Timescales for refunds under the Student Protection Plan	
Refunds in the event of cancellation of the contract by the student (Statutory rights)	
Timescales for refunds not issued under the Student Protection Plan	
6. Policy on Compensation.....	8
LCDS's approach to compensation	
Compensation under the Student Protection Plan	
Compensation for matters that do not fall under the Student Protection Plan	
Compensation: Principles and Consideration	
Compensation for associated costs	
Compensation and off-setting debts owed by the student to LCDS	
Complaints about refunds and compensation, and recourse to the OIA	
Compensation and legal fees	
7. Entitlement to refunds and/or compensation.....	10
Successful applicants holding an offer to student	
Registered students	
8. How to make a claim (Requests for refunds / compensation).....	11
Requests for refunds/compensation where the Student Protection Plan has been triggered	
Third party claims on behalf of students	
9. Complaints about refunds or compensation.....	12

Refund

The repayment, in full or in part, of a sum of money paid by a student to LCDS, or an appropriate reduction in the amount of sums owed in the future by the student to LCDS. This could include tuition fees or other course costs.

Matters arise that trigger the Student Protection Plan

- Key elements of the courses cannot be delivered
- Closure of course due to low student enrolment
- Significant changes to a course of study
- UAL or University of Kent withdraw validation
- Unplanned closure to LCDS or The Place for financial or business reasons
- Unplanned closure of LCDS or The Place due to natural or other disaster



Where LCDS identifies that the Student Protection Plan has been triggered, it will seek to provide redress or remedy in the first instance without necessitating students to make a claim.

Where LCDS has taken action under the Student Protection Plan to provide refunds and/or compensation, students can raise any issues or concerns regarding LCDS's actions in the first instance by emailing qualityandcompliance@theplace.org.uk; which may as necessary be considered as Stage 1 of the Student Complaints Procedure.

Notwithstanding that LCDS will take proactive action without requiring students to lodge a formal complaint, students who wish to make a request for a refund or compensation under the Student Protection Plan may do so by emailing qualityandcompliance@theplace.org.uk

Compensation

A means of redress for recognisable loss suffered by the student, that may or may not be financial. Where LCDS deems financial compensation to be an appropriate recompense for a demonstrable material disadvantage to the student, including material disadvantage arising from a matter which triggers the Student Protection Plan.

Examples of matters that do not trigger the Student Protection Plan but may warrant a refund:

- Student makes informed voluntary decision to withdraw
- Student makes informed voluntary decision to intermit studies
- Student is suspended under Stage 3 'Case Conference' of the Support Through Studies policy
- Student Complaint (lodged under Stage 2 of the Student Complaints procedure)

Examples of matters that do not trigger the Student Protection Plan but may warrant compensation:

- Where an issue of complaint (lodged under the Student Complaints Procedure) is upheld and compensation is determined as an appropriate resolution.
- Unreasonable delays during the management of student cases under student-related policies.

Where a student wishes to make a request for a refund or compensation by raising an issue of complaint that does not fall within the scope of the Student Protection Plan, the Student Complaints Procedure should be used, unless such a request has already been considered under another LCDS Policy.

Students do not have to take separate action to request a refund or compensation under this Policy where this has already been a part of other discussions under other LCDS policies

1. Introduction

- 1.1. The Refunds and Compensation Policy ('the policy') is in place to explain how London Contemporary Dance School (LCDS), a department of The Place, will meet its obligations regarding refunds and compensation for registered students of LCDS, including when matters arise which trigger the Student Protection Plan.
- 1.2. In accordance with requirements set by the Office for Students (OfS), the policy also forms part of the LCDS Student Protection Plan (SPP). The Student Protection Plan will be triggered on the occurrence of a situation set out in the Student Protection Plan. This policy should be read in conjunction with the Student Protection Plan.
- 1.3. In addition, the policy sets out how a student may raise a matter and make a request for refund and/or compensation, for issues that do not fall within the scope of the Student Protection Plan.
- 1.4. LCDS considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies. It is however important to explain how LCDS will manage a request for a refund or compensation, for example in the unlikely event that continuity of study cannot be preserved, or where it is deemed by LCDS to be an appropriate resolution to a student complaint.
- 1.5. In the event that one of the situations / events identified in the Student Protection Plan and clause 3.1 of this policy were to occur and the SPP be activated, or in the event that other matters arise which do not trigger the SPP but where LCDS deems a refund or compensation to be a necessary or suitable course of action, LCDS will liaise as appropriate with the validating university to ensure a fair outcome for students in all circumstances with regard to refunds and compensation.

2. Definitions

2.1. Under this policy, the following definitions are used:

- **Refund** - the repayment, in full or in part, of a sum of money paid by a student to LCDS, or an appropriate reduction in the amount of sums owed in the future by the student to LCDS. This could include tuition fees, or other course costs.
- **Compensation** - a means of redress for recognisable loss suffered by the student, that may or may not be financial (see section 'Compensation', below, for further guidance). Where LCDS deems financial compensation to be an appropriate recompense, this will normally take the form of an amount to recompense for a demonstrable material disadvantage to the student, including material disadvantage arising from a matter which triggers the Student Protection Plan.

3. Scope of the policy

3.1. The policy applies to the following events set out in the LCDS Student Protection Plan:

- LCDS is unable to continue to operate due to financial failure
- The Place has to close due to natural or other disaster
- LCDS loses its IT services including its virtual learning environment (VLE)

- The University of the Arts London (UAL) and / or the University of Kent (UoK) withdraw validation so that our courses no longer lead to degrees
- Key elements of the courses cannot be delivered
- LCDS is no longer able to recruit or teach students in particular categories

3.2. Where the Student Protection Plan is activated, in determining appropriate refund and compensation, LCDS will consider all students affected by the material failure, without the student needing to apply for this, as part of the Student Protection Plan processes. (See also section 8 'How to Make a Claim'.)

3.3. This Policy also sets out LCDS's policy on refunds and compensation for matters that fall outside the scope of the Student Protection Plan.

3.4. The following policies are allied to this policy:

- Student Complaints Procedure
- Support Through Studies Policy
- Non-Academic Misconduct Policy
- Emergency Powers of Exclusion and Suspension
- Sexual Misconduct, Harassment and Related Behaviours Policy

3.5. The following contractual documents are allied to this policy:

- Student Terms and Conditions
- Fees Policy
- Course Summary Documents
- Offer Letters

4. General Principles of this Policy

4.1. With regard to refunds and compensation LCDS will:

- take proactive steps wherever possible to manage matters that impact students as a result of triggering the SPP, rather than wait for students to make a complaint.
- take into consideration any alternative arrangements or adjustments that have already been implemented for students to mitigate against loss and consider whether a student has taken up what was reasonably offered. If so, LCDS will consider if the student was then still disadvantaged in spite of such alternative arrangements.
- with regard to compensation, adopt the compensation principles used by the Office of the Independent Adjudicator for Higher Education (OIA),¹ and seek to compensate students on a case-by-case basis (see Section 6.2 'Principles and Compensation for further information). In doing so it will have due regard for its obligations under the Equality Act 2010.
- consider whether, in providing students with information about any changes so that they can make informed decisions, communications with students have been clear, consistent and accessible.

¹ [Putting Things Right - OIAHE](#)

- may require students to provide documentary evidence to support a claim for a refund and/or compensation (see also Section 8 'How to make a claim' for further information).
- not be liable for events outside of its control, as set out in the Section 'Events outside our control' in the Student Terms and Conditions

4.2. Where the Student Protection Plan is triggered entitling students to a refund, students may also be entitled to additional compensation, which will be determined on the facts of each case and on a case-by-case basis.

4.3. Where a student has made an informed voluntary decision to suspend, withdraw, or transfer studies, they may still be entitled to a fee refund but may not be entitled to compensation, as there has been no failure on the part of LCDS to meet its obligations under the Terms and Conditions or Material Information.

5. Policy on Refunds

5.1. LCDS will endeavour to ensure that contractual obligations, as set out in the Student Terms and Conditions, will be met.

Discontinuation of a course and refund on fees

5.2. The Student Terms and Conditions include provisions relating to refunds on fees where a decision has been made by LCDS to discontinue a course of study. This covers both refunds on fees for students who are in receipt of a loan from the Student Loans Company, refunds for students who pay their own tuition fees, and refunds for students whose tuition fees are paid by a sponsor. The LCDS Fees Policy also contains relevant information on fee refunds. The Terms and Conditions and Fees Policy can be found on the LCDS website.

Refunds issued under the Student Protection Plan

5.3. In the event of a refund issued under the Student Protection Plan, money is returned to the account from which it was paid to LCDS. This means that some students may not receive refunds directly, for example, where tuition fees have been paid by the Student Loans Company to LCDS, a refund of those tuition fees would normally be paid directly to the Student Loans Company. Students should consult the LCDS Fees Policy for further clarification.

Refunds issues under other circumstances

5.4. This policy also covers refunds that are not issued under the Student Protection Plan but as a result of other circumstances (e.g. as a full or partial settlement of a complaint under the Student Complaints Procedure, or in the event of a student being eligible for a refund after making an informed voluntary decision to suspend, withdraw or transfer studies). In such circumstances, money will normally be returned to the account from which it was paid to the LCDS. This means that some students may not receive refunds directly, for example, where tuition fees have been paid by the Student Loans Company, a refund of those tuition fees would normally be paid directly to the Student Loans Company. Students should consult their the LCDS Fees Policy for further clarification.

Important information regarding refunds

5.5. All refunds will be calculated in £ Sterling but may be refunded in the currency of the original payment.

- 5.6. LCDS will not refund any shortfalls that are due to exchange rate fluctuations, nor will it offer compensation for any bank charges or other charges incurred.
- 5.7. No refunds will be made in cash and no interest will be paid on returned deposits or overpayments.
- 5.8. Special conditions apply to the refund of US Direct Loans due to the operating regulations of this funding scheme. It is a condition of LCDS participation in these funding schemes that refunds are only processed in accordance with the relevant regulations.

Timescales for refunds under the Student Protection Plan

- 5.9. In accordance with CMA requirements², partial or full refunds will be provided within 14 days from the date LCDS determines or agrees that a refund is due. The date of determination / agreement will be recorded as the date on the written notification of the decision that is sent to the student.
- 5.10. If it is impossible to repeat the service or if that has not been done with a reasonable time and without significant inconvenience to the student, under the Consumer Rights Act 2015 the student has the right to a price reduction which may in some circumstances be the full amount of the price. The date of determination / agreement will be recorded as the date on the written notification of the decision that is sent to the student.

Refunds in the event of cancellation of the contract by the student (statutory rights)

- 5.11. Under the Terms and Conditions, each student has the statutory right to cancel their registration with LCDS without giving any reason, within the cancellation period (14 days from the date of formal confirmation by LCDS that they have been accepted onto a course). Where a student exercises this statutory right to cancel, LCDS will refund any payments due to the student within 14 days of their written notification of intent to cancel.
- 5.12. Further to the above, however, if the student requested to begin the performance of services during the cancellation period, they shall pay LCDS an amount which is in proportion to what has been performed until written notification is received from the student communicating their cancellation of the contract, in comparison with the full coverage of the contract.

Timescales for refunds not issued under the Student Protection Plan

- 5.13. In accordance with CMA requirements where a registered student makes an informed voluntary decision to suspend, withdraw or transfer studies, in the event that they are entitled to a partial or full refund, the refund will be provided within 14 days of the date that LCDS determines or agrees that a refund is due. The date of determination/agreement will be recorded as the date on the written notification of the decision that is sent to the student.
- 5.14. Where a refund has been determined as part or all of a remedy to a complaint brought under the Student Complaints Procedure, the refund shall be provided within 21 days of the date of the Stage 2 Complaint Outcome letter, unless an appeal is requested by the student under Stage 3 of the Procedure. Where an appeal is requested, any such refund will normally be held in abeyance until Stage 3 of the Procedure has been concluded.

² [UK higher education providers – advice on consumer protection law \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

6. Policy on Compensation

6.1. Where a student is seeking compensation, this may not necessarily mean financial compensation in all instances. There are various ways in which problems may be resolved by LCDS, and where it is appropriate and reasonable to offer alternatives to financial compensation, these will be considered.

LCDS's approach to compensation

6.2. LCDS's approach to compensation is to recognise where compensation is due and to determine the most appropriate compensation. In the event that, under the Student Protection Plan or student contract with a student, LCDS fails to comply with its obligation towards a student, as applicable to the circumstances LCDS will be responsible for any loss or damage the student suffers that is a foreseeable result of breach of the contract or its negligence. However LCDS will not be responsible for any loss or damage that is not foreseeable. LCDS will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside of our control.

6.3. LCDS will financially compensate students where other remedies and alternative arrangements are inappropriate or unavailable, or where a refund of fees or other charges paid by the student to LCDS is required under consumer law.

Compensation under the Student Protection Plan

6.4. As set out in the Student Protection Plan, alternatives to financial compensation may include:

- Teaching out
- Offering an alternative course
- Transfer of study

Compensation for matters that do not fall under the Student Protection Plan

6.5. LCDS recognises that there may be other circumstances that do not trigger the Student Protection Plan where it may be appropriate to compensate a student, such as in the event of a student complaint being upheld where the complaint handler is satisfied that compensation may be an appropriate remedy. This may not necessarily mean financial compensation; for example an apology, or other action that appropriately addresses the matter, may be deemed by LCDS to be sufficient compensation. In such circumstances LCDS will financially compensate students where other remedies and alternative arrangements are inappropriate or unavailable following appropriate considerations under the principles outlined below.

Compensation: Principles and Consideration

6.6. In all circumstances where LCDS is considering a claim or case for compensation, including where the Student Protection Plan has been triggered and financial compensation is deemed to be an appropriate means of redress, it is the policy of LCDS to adopt the compensation principles used by the Office of the Independent Adjudicator for Higher Education (OIA)³, and seek to compensate students on a case-by-case basis. In line with the OIA's principles, when considering whether financial compensation is appropriate, LCDS may take into account:

- The particular circumstances of the matter;

³ [Putting Things Right - OIAHE](#)

- The context in which the loss arises;
- The nature and reasonableness of any loss incurred (for example, as relevant, additional costs such as reasonable travel costs or reasonable costs associated with a student's transfer to another programme of study or provider);
- Any reasonable steps which have or have not already been taken by the student and/or LCDS to minimise financial loss or the impact of the issues that have either triggered the Student Protection Plan;
- Prior awards of compensation by LCDS;
- Whether such issues are solely the preserve of LCDS, or whether the student has contributed to such issues
- Whether the student has unreasonably refused or rejected an offer of compensation (including alternatives to financial compensation) that was available or has previously been offered by LCDS
- Whether any delays in resolving such issues have been caused solely by LCDS or may have been partly caused by the student.

Compensation for associated costs

6.7. Students may raise a request for associated costs where these have not already been compensated by LCDS either under the Student Protection Plan or in resolution of other matters. Financial compensation for associated costs might include:

- Payment of additional travel costs for students affected by a change in the location of their course
- Honouring a bursary
- Compensation for maintenance costs and lost time where it is not possible to preserve continuation of student (including where study has been extended as a result of the Student Protection Plan being activated)
- Compensation for tuition and maintenance costs where students have to transfer courses or provider

In scenarios not covered in the points above, living expenses will not normally be compensated because whether a student was studying or not, they would have to pay for general living expenses such as food and accommodation.

Compensation and off-setting debts owed by the student to LCDS

6.8. In some cases, the student may owe tuition or other course-related fees, or may have some other outstanding liability to LCDS. Where records show that tuition/course-related fees are owing by the student, then the outstanding fees will normally be deducted from any compensation LCDS has determined the student should receive, unless LCDS considers that the circumstances of the case mean that an alternative outcome is more appropriate.

Complaints about refunds and compensation, and recourse to the Office of the Independent Adjudicator (OIA)⁴

6.9. If a student is dissatisfied with the way in which their request for compensation had been handled or with the decision taken as to whether or not to award compensation, or the level of that award, the student is entitled to submit a complaint via the LCDS Student Complaints

⁴ [Office of the Independent Adjudicator for Higher Education - OIAHE](#)

Procedure. Once the internal procedures have been exhausted, LCDS will issue a Completion of Procedures letter, in which case students will have the right to take their complaint to the OIA within 12 months of the date of the Completion of Procedures letter.

- 6.10. Where the student has an issue of complaint but has not followed or exhausted the formal Student Complaints Procedure concerning a request for a refund and/or compensation, and LCDS deems that a full and proper investigation into the student's claim has already been undertaken, it may not be appropriate for the student to lodge a formal complaint under the Student Complaints Procedure. In such circumstances, the student may as appropriate be directed into a later stage of the Student Complaints Procedure or issues with a Completion of Procedures letter, as deemed appropriate by LCDS. A student may also request a Completion of Procedures letter, if they feel that their claim has been exhausted. A Completion of Procedures letter may be requested by emailing QualityandCompliance@theplace.org.uk.

Compensation and legal fees

- 6.11. In light of the opportunity for students to resolve complaints with LCDS using the Student Complaints Procedure with ultimate recourse to the Office of the Independent Adjudicator Complaints Scheme, both of which are free at the point of use, LCDS will not contribute to a student's legal costs associated with bringing a complaint. This is because the OIA scheme is intended as an informal and free alternative to the courts, and it is not necessary for a student to have legal representation in order to bring a complaint either to LCDS or to the OIA.

7. Entitlement to refunds and/or compensation

Successful applicants holding an offer to study

- 7.1. Where an offer holder has already made arrangements to take up the place but they decide not to take up the place as a result of an event which triggers the Student Protection Plan, the offer holder may be eligible for refund or compensation under this Policy. In accordance with this Policy, proactive steps will be taken to identify where applicants may be eligible for refund and/or compensation under this Policy.

Registered students

- 7.2. Where an event triggers the Student Protection Plan, a registered student on a course of higher education at LCDS may be eligible for refund or compensation under this Policy. In accordance with this Policy, proactive steps will be taken to identify where registered students may be eligible for refund and/or compensation under this Policy.

- 7.3. Registered students may be entitled to a refund and/or compensation if:

- There is a breach of contract (the 'Terms and Conditions') on the part of LCDS
- Where the Terms and Conditions/material information has been breached as a result of a failure or inaction on the part of LCDS
- If a student is suspended from their studies, or required to withdraw from their studies as a result of a LCDS process, refunds will be considered as part of the process;
- A student who is suspended/expelled from LCDS under Non-Academic Misconduct procedures will not normally be entitled to any refund or compensation for loss incurred as a result of that suspension/expulsion. However, they may be entitled to a refund/compensation for any unreasonable delay in relevant proceedings. When

concluding such cases, LCDS will consider whether the student is entitled to any refund/compensation.

8. How to make a claim (Requests for refunds / compensation)

Requests for refunds/compensation where the Student Protection Plan has been triggered

- 8.1. Where LCDS identifies that the Student Protection Plan has been triggered, it will seek to provide redress or remedy in the first instance without necessitating students to make a claim. Where LCDS has taken action under the Student Protection Plan to provide refunds and/or compensation, students can raise any issues or concerns regarding LCDS's actions in the first instance by emailing qualityandcompliance@theplace.org.uk, which may as necessary be considered as the informal stage of the Student Complaints Procedure.
- 8.2. Notwithstanding that LCDS will take proactive action without requiring students to lodge a formal complaint, students who wish to make a request for a refund or compensation under the Student Protection Plan may do so by contacting LCDS at qualityandcompliance@theplace.org.uk.
- 8.3. Where a student wishes to make a request for refund or compensation by raising an issue of complaint that does not fall within the scope of the Student Protection Plan, the Student Complaints Procedure should be used, unless such a request has already been considered under another LCDS policy.
- 8.4. LCDS may require students to provide documentary evidence to support a claim for a refund and/or compensation. Documentary evidence will normally be required where LCDS required a student to provide demonstrable proof of loss incurred as a result of action or inaction by LCDS.
- 8.5. Students do not have to take separate action to request a refund or compensation under this policy where this has already been a part of other discussions under other LCDS policies, such as:
 - Part of a resolution/remedy under the Student Complaints Procedure
 - Support Through Studies Policy
 - Non-Academic Misconduct Policy
 - Emergency Powers of Exclusion and Suspension
 - Policy on Sexual Misconduct, Harassment and Related Behaviours

(The above list is not exhaustive; where discussions regarding refunds and compensation have taken place under other LCDS policies these equally apply to the list above and students do not have to take separate action to request a refund or compensation under this policy.)

Third party claims on behalf of students

8.6. LCDS will not normally accept third party claims (including those from parents/guardians) on behalf of students, until and unless written confirmation is received by LCDS from the student, which provides the following authorisation:

- Written confirmation that the student authorises the third party to act on their behalf
- Written confirmation that the student authorises LCDS to process the student's necessary data (which will include personal data and may include personal sensitive data) for the purpose of assessing and processing a claim for a refund or compensation.

9. Complaints about refunds or compensation

9.1. Where a student wishes to raise a complaint about a refund and/or compensation issue enacted by LCDS under this policy or another LCDS policy, students may either use the Student Complaints Procedure or may request a Completion of Procedures letter by emailing qualityandcompliance@theplace.org.uk