

## Refund and Compensation Policy

### 1. Introduction

- 1.1. Taking a student first approach in everything we do is at the heart of our DNA. First and foremost, we are centered around our students. We understand that every student – together with their goals and motivations – is unique and will move mountains to make things happen for them. However, we recognise that things go wrong from time to time, and we may not be able to deliver all or some material aspects of our courses in the way we envisaged and communicated to you when you accepted an offer to study/registered as a student with us. This policy aims to set out how they will be addressed and resolved if they do occur.
- 1.2. This Refund and Compensation Policy ("Policy") forms part of our Student Protection Plan and should be read alongside our Terms and Conditions and Complaints Policy (published as part of the Complaints and Appeals Policy on our website).
- 1.3. This Policy has been informed by:
  - i. the Competition and Markets Authority's publication: UK Higher Education Providers – advice on consumer law (2023);
  - ii. the OIA Good Practice Framework: handling student complaints and academic appeals 2022; and
  - iii. the Quality Assurance Agency, UK Quality Code for Higher Education, Advice and Guidance: Concerns Complaints and Appeals (2018).
- 1.4. This Policy determines the process for the provision of refund and/or compensation that may be offered by LMA where a complaint is upheld in relation to a material change (as defined by the Terms and Conditions) to, or discontinuation of, the course. The policy applies where you have not agreed to the material change (or discontinuation) where this is the result of an action or inaction of LMA.

- 1.5. LMA is not liable for events outside of its control and for which it bears no responsibility, for example extreme weather events creating disruption or pandemic. However, we will always endeavor take reasonable steps mitigate the impact on students where their course is affected by things outside our control.
- 1.6. While there may be circumstances where they are appropriate, we consider compensation and refunds to be remedies of last resort. We remain committed to supporting all students to continue and complete their course of study in accordance with how it was communicated to them when they decided to apply. This means we may offer, among other things, to:
- i. provide a full and frank apology;
  - ii. repeat/replace the delivery of the affected aspect(s) of the course;
  - iii. provide alternative approaches to enabling students to demonstrate they have attained the learning outcomes;
  - iv. provide a discount or goodwill gesture;
  - v. provide some other form of benefit instead of direct financial recompense.

## 2. Definitions

**We/Us/Our/LMA** means Liverpool Media Academy Ltd.

**You/Your/Student(s)** means a registered student, or applicant, of LMA

**Refund** means a full or partial repayment of sums paid by you, or your sponsor to LMA, or an appropriate reduction in the amount owed in the future.

**Compensation** covers some other recognisable loss suffered by you. This can fall into two categories:

- i. compensating you for out-of-pocket expenses you have incurred, which were paid to someone other than the LMA; or
- ii. an amount to recompense for material disadvantage to you arising from a failure by LMA to discharge its duties appropriately.

**Material Change** is a substantive change to the **Material Information** related to your **Course**.

**Material Information/aspects** is the information we give to you when we make you an offer of a place on your Course. This is fully defined in our terms and conditions and

includes, among other things: the course title and award, any awarding body (e.g. Poppleton University); tuition fees and necessary additional costs; entry requirements; Course learning outcomes; any professional, statutory or regulatory body (PSRB) accreditation(s) associated with the Course; compulsory and likely optional modules that make up your Course; modes and methods of study (e.g. Part time/full time, online); expected duration; location or possible locations of delivery, the types of assessment used on the Course.

### **3. Eligibility**

- 3.1. You may be eligible for either refund or compensation or both if we discontinue, or make material changes to the course you are registered on/hold and offer for and where this:
  - i. has not been otherwise agreed to by you; and
  - ii. reasonably means the course or an alternative is no longer suitable for your needs.
  
- 3.2. You are eligible for both refund and compensation aspects of the policy if you are registered with LMA and:
  - i. Your fees are paid on your behalf by the Student Loans Company or other relevant government loans scheme that requires later re-payment by the student; or
  - ii. You, or a sponsor (e.g. an employer) directly pay your tuition fees.
  
- 3.3. You may also be eligible for a refund if you are an applicant and you, or a third party (e.g. family member, or sponsor) have paid fees to LMA in support of an application (e.g. application fees or acceptance fees).

### **4. Making a Claim**

- 4.1. You must raise the issues as close to the point at which the complaint arose as possible. Failure to do so may mean we are prevented from dealing with the complaint or providing a remedy as effectively as we otherwise would.
  
- 4.2. In the first instance you should raise any issues under this policy to [registry@lma.ac.uk](mailto:registry@lma.ac.uk). If the matter is not resolved to your satisfaction, you can make a formal complaint using the Complaints and Policy.

4.3. The complaint must also:

- i. clarify the impact of the change or discontinuation on you; and
- ii. and explain what steps you have already taken to mitigate this.

4.4. We will consider the factors set out in section 7 in assessing all complaints in relation to this policy.

#### Group Claims

4.5. Where a number of students have been affected by an issue, a separate process may be used to ensure efficiency and consistency. This process will be similar to the operation of the complaints policy and may be instigated by LMA itself (i.e. where we are aware a number of students may be disadvantaged as a result of the change or where we receive a number of similar complaints).

4.6. In such circumstances we will make the process clear to students and ensure that it is fair and proportionate. You may elect to use the procedure detailed in the complaints and appeals policy but you may not pursue a group complaint and an individual complaint at the same time in relation to the same complaint.

4.7. If a complaint is considered through the group process and you are dissatisfied with the outcome, you may request for it to be reviewed in accordance with step 3 of the Complaints Policy. The review outcome will be based on your individual circumstances and, if different to the group outcome, will not be applicable to other individuals that were part of the group complaint.

### **5. Compensation Plan**

5.1. We will ensure that any material changes to courses (including discontinuation) are communicated to you in a timely manner.

5.2. Following the communication of a material change to a course (including its discontinuation) you are responsible for taking reasonable steps to mitigate you

situation and your own financial expenses (e.g. not taking out an accommodation contract after you have been told the course will not run).

- 5.3. If you have accepted an offer and no longer wish, or are unable, to study your chosen course because of a change by us, we will provide advice and support on applying for a different course at LMA or seeking a suitable alternative at a different institution. You may also be eligible for additional compensation in accordance with this Policy.
- 5.4. We will always endeavour to teach students to the end of their course, including in situations where a decision has been taken to close a course to new students. If we are not able to 'teach out' registered students on a course which is materially changed or is discontinued, you will be offered the opportunity to transfer to another course at LMA; should this not be possible you will be proactively supported to transfer to a suitable course at another institution.
- 5.5. LMA will put into place a compensation plan which is relevant to your circumstances. Payments associated with a compensation plan will include consideration of provision for:
  - i. tuition fees incurred and for which delivery is incomplete (e.g. where a change occurs part way through the year and it is not possible to award credit or an exit award proportionate to the fees paid);
  - ii. maintenance costs following the discontinuation of a course;
  - iii. the difference in tuition and maintenance costs where you have to transfer to a different or reasonably equivalent course or institution;
  - iv. commitments to honour applicable student bursaries for the current academic year;
  - v. accommodation costs incurred where you were reasonably required to relocate to participate in the course, except where this was necessitated for you to take up employment as part of your course;
  - vi. travel costs arising from a relocation of a course (i.e. the difference in fare between traveling to the original location and any revised location(s));
  - vii. other specific and evidenced costs to your participation in the course (e.g. visa fees);

## **6. Consideration of claims for compensation or refunds**

6.1. The factors which will be used in assessing individual and groups claims are whether:

- i. We failed (or would likely fail) to deliver against material aspects of the course agreed with you at the point when you accepted our offer or, where you were subsequently notified of changes, at the point you registered as a student.
- ii. a period of prolonged disruption, without reasonable mitigating action, has affected our ability to offer teaching and learning which gives students a fair and reasonable opportunity to develop the appropriate levels of understanding for the course within a reasonable timeframe;
- iii. We have followed our own procedures in delivering the course (such as quality assurance and communications to students);
- iv. You have been given the opportunity to achieve the learning outcomes your course of study;
- v. You have suffered a demonstrable loss;
- vi. You have been affected in relation to the final degree award, accreditation award, or ability to take up a job offer;
- vii. You have met your own obligation to mitigate losses; and
- viii. You took advantage of any reasonable arrangements/adjustments put in place to mitigate against the loss and consideration of whether you remained disadvantaged despite any alternative arrangements/adjustments.

## **7. Outcomes**

7.1. Where complaints are upheld, we will use the principles established within this Policy to determine appropriate financial and non-financial remedies. A student or applicant dissatisfied with the outcome of their complaint may request for it to be reviewed in accordance with the published complaints policy.

7.2. All financial and non-financial remedies are offered as full and final settlement of the case and acceptance of the remedy offered indicates your agreement that you are satisfied with the outcome and will seek no further form of redress.

- 7.3. Where a compensatory payment is made in respect of fees, the payment shall be paid into the bank account from which the original fees were paid, whether this is your personal account, a sponsor, employer or the Student Loans Company.
- 7.4. In the case of other payments, you are responsible for providing, in writing, the details of a UK, sterling, bank account for payments to be made to.
- 7.5. All financial remedies will be paid within 30 days of the refund being approved by LMA.
- 7.6. In addition to the rights set out in this Policy, you also have additional statutory remedies under consumer protection legislation, including the Consumer Rights Act 2015, which informs this Policy. LMA also subscribes to the independent ombudsman for higher education, the Office of the Independent Adjudicator (OIA)

## **8. Completion of Procedures**

- 8.1. If you request a review of our decision, we will issue the outcome in the form of a completion of procedures letter.
- 8.2. If you remain dissatisfied with the outcome of a claim for a refund or compensation following the review, you may have recourse to apply for a review of the decision by the Office of the Independent Adjudicator for Higher Education (“OIA”). This is an independent review scheme external to and independent of LMA’s complaint procedure.

## **9. Changes to this policy**

- 9.1. LMA’s Directors will review this Policy periodically, as appropriate to the context of the organisation and the external environment, alongside the Student Protection Plan.