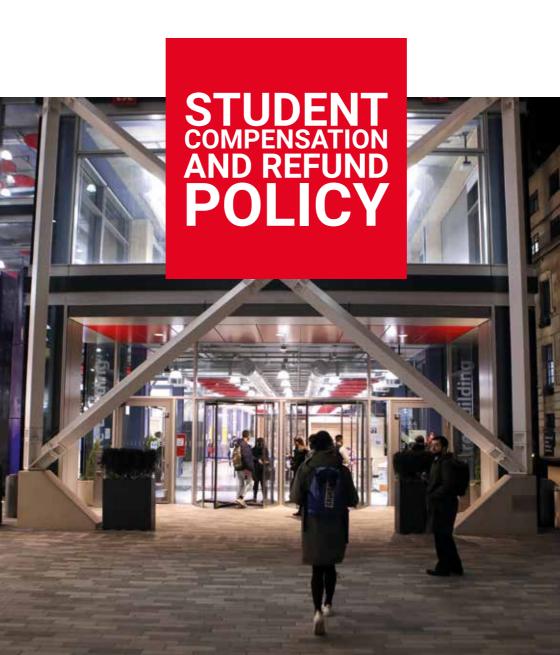
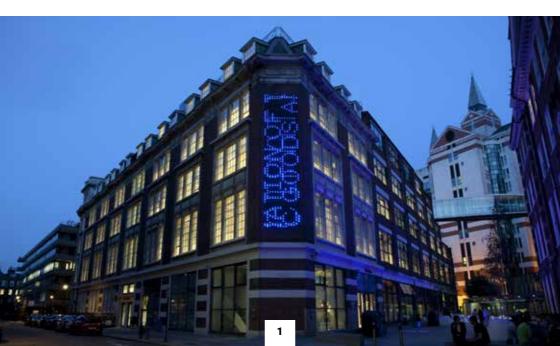


THE LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE



## **Section 1: Introduction**

- 1.1 This Student Compensation and Refund Policy ("this Policy") forms part of the contract between you the student and the School. It should be read in conjunction with the School's Conditions of Registration, Student Protection Plan and Tuition Fee Policy.
- **1.2** The purpose of this Policy is to set out the circumstances in which the School will pay compensation and provide refunds, as well as the members of staff who have the authority to decide such payments.
- **1.3** The School considers compensation and reimbursement to be remedies of last resort and it remains committed to supporting all students to complete their programmes of study.
- 1.4 This Policy will take account of any relevant guidance issued by the Office for Students or the Office of the Independent Adjudicator for Higher Education, as well as any applicable legislation, such as the Consumer Rights Act 2015 and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.



## **Section 2: Application**

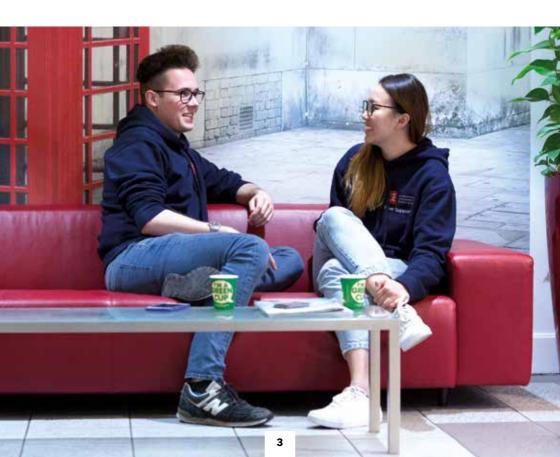
- 2.1 This Policy applies to all applicants who have accepted the offer of a place at the School, as well as registered students of the School. It covers those students who receive a tuition fee loan from the Student Loans Company or other relevant government loans, those who pay their own tuition fees, and those whose tuition fees are paid by a sponsor.
- 2.2 This Policy does not apply to former students of the School who have completed their programmes of study, save for those former students who seek financial redress under the School's Student Complaints Procedure.

# Section 3: Amendments to this policy

**3.1** The School reserves the right to change, amend or alter this Policy during the academic year if doing so is in the general interests of those to whom this Policy applies and/or to ensure it reconciles with other relevant parts of the student contract or applicable legislation.

#### **Section 4: Definitions**

- **4.1 Refund** means either a partial or full repayment of accommodation, tuition or other fees paid by a student to the School, or a partial or full reduction in accommodation, tuition or other fees that a student owes or must pay the School.
- **4.2 Compensation** means a discount, financial payment or other benefit that is awarded to a student for loss, distress and/or inconvenience. A primary aim of compensation is to return a student to the position they would have been in had the circumstances in question not occurred. Compensation is usually only paid when other remedies are unavailable, inappropriate or do not sufficiently compensate the student.



## Section 5: Grounds for compensation and/or a refund

#### 5.1 Fee Refunds:

- 5.1.1 Full or part payments made in advance for fees may be eligible for a refund when a student overpays, withdraws, interrupts or changes their study programme or mode of study, or subsequently receives full or part sponsorship/ funding for their fees. In such circumstances, the student must submit their formal request for a refund to Fees, Income and Credit Control (fees@lse.ac.uk).
- **5.2** Material Changes to the Student Experience
  - **5.2.1** If any of the risks set out in the School's Student Protection Plan occur in such a manner as to materially change the terms of an offer that has been accepted by an applicant, or the experience of a registered student at the School, the School Secretary will consider whether to make a full or partial refund, as well as pay compensation.

- 5.3 Student Complaints Procedure
  - **5.3.1** If a registered student of the School believes they are entitled to compensation or a refund due to wrongdoing on the part of the School, or if they are dissatisfied with the offer of compensation and/ or a refund under this Policy, they may seek redress under the Student Complaints Procedure. In the first instance, they should approach the School's Senior Advocate for Students under the Early Resolution Stage of the Complaints Procedure. If this stage of the Complaints Procedure fails to produce a satisfactory outcome, the student may submit a formal complaint to the School Secretary.

## Section 6: Consideration of claims for compensation or refunds

- **6.1** The factors which will be used in assessing individual and groups claims are whether:
  - **6.1.1** the School failed to provide specific undertakings given to the students in the way the programme was to be delivered;
  - **6.1.2** the School failed to deliver against material information agreed with students at the point when they accepted offers;
  - **6.1.3** a period of prolonged disruption, without sufficient mitigating action, has put in jeopardy the School's ability to offer teaching and learning which gives students a fair and reasonable opportunity to develop the appropriate levels of understanding for the programme;
  - **6.1.4** the School has not followed its own procedures in delivering the programme (such as quality assurance and communications to students);
  - **6.1.5** there has been a demonstrable loss to the student and in particular if the student has not been able to achieve the learning outcomes for their programme of study;

- **6.1.6** the student has been affected in relation to the final degree award, accreditation award, or ability to take up a job offer;
- **6.1.7** the student has met their own obligation to mitigate losses;
- **6.1.8** the student took advantage of any reasonable adjustments put in place to mitigate against the loss and consideration of whether the student remained disadvantaged despite the alternative arrangements; and
- **6.1.9** if a complaint is made due to disruption to a student's learning experience beyond the student's control, whether the School communicated clearly and consistently with the student throughout the process, making them aware of any changes and how they might affect them.
- **6.2** The School will not offer refunds or compensation if the delivery mode of education is changed (between face to face, online or hybrid provision) where the action is taken in response to a public health crisis.

#### **Section 7: Compensation plan**

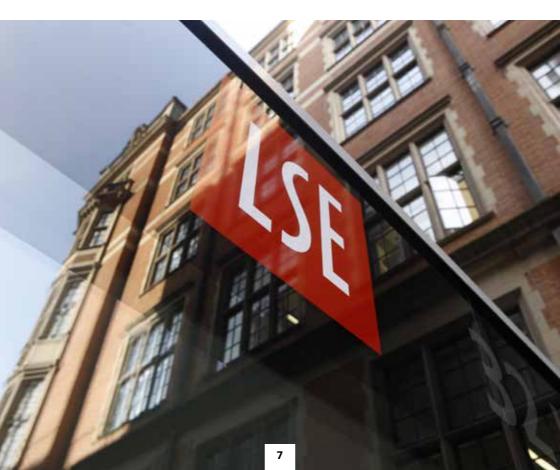
- 7.1 The School will ensure that plans for closing programmes (either taught or research study) include communicating with and compensating any applicants who have accepted places, but not yet started study. These include, as a minimum, providing advice and support on applying for a different programme at the School or seeking a suitable alternative at a different university. Enrolled students, and any applicants who have accepted a place on the relevant programme of study, should take reasonable steps to mitigate their situation, in line with advice provided by the School.
- **7.2** Should the School not be able to "teach out" registered students on a programme which is being discontinued, students will be offered the opportunity to transfer to another programme at the School, and, should this not be possible, they will be supported to transfer to a suitable programme at another institution.
- **7.3** The School will put into place a compensation plan which is relevant to the circumstances of the individual student or students, including provision for additional costs reasonably incurred as a consequence of any transfer of programme or closure of programme.

- 7.4 Payments associated with a compensation plan will include consideration of provision for:
  - 7.4.1 tuition fee costs;
  - **7.4.2** maintenance costs and lost time following a closure of a programme;
  - **7.4.3** tuition and maintenance costs where students have to transfer to a different programme or university;
  - **7.4.4** commitments to honour student bursaries;
  - **7.4.5** reasonably incurred accommodation costs;
  - **7.4.6** other university related costs (eg, sports club membership); and
  - **7.4.7** travel costs arising from a relocation of a programme.

## Section 8: Payment of refunds and compensation

- 8.1 The School will pay all refunds to the original payer by the original payment method; this is known as "return to source" and is in accordance with money laundering regulations. Refunds are not transferable to third parties. More information can be found at Section 10 of the School's Tuition Fee Policy.
- **8.2** The School will pay compensation directly to the student.

- **8.3** The School is not liable for any currency fluctuations when returning payments.
- **8.4** The School is not liable for events outside of the School's control, which includes but is not limited to war, terrorism, strike action, earthquakes, hurricanes, acts of government, plagues or epidemics.





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