

## **LCCM AU UK LTD - Student Fees, Payments, Refunds & Compensation Policy**

This policy lays out the policy of LCCM AU UK LTD (“LCCM”, “us” or “we”) regarding:

- the charging of tuition fees to you (the student or prospective student)
- the timeframe, sources and methods of payment which we will accept from you or on your behalf
- the circumstances in which we may refund paid fees to you or the payer or compensate you for loss

This policy is supplied to you as pre-contractual information with our offer of a place. By signing the enrolment form, you accept and agree to be bound by this policy as part of your contract with us.

### **1. Fees**

Tuition fees are payable by you to us for each academic year you attend a LCCM programme. These fees are detailed on our website and in the information provided to you at offer and enrolment.

LCCM may increase tuition fees annually in line with the Consumer Prices Index. The Consumer Price Index is a measure of inflation published monthly by the Office for National Statistics. It measures the change in the cost of a representative sample of retail goods and services. LCCM will notify you of the level of increase to your tuition fees in writing by no later than two months before payment is required for the next academic for which the tuition fee increase will apply.

### **2. Payment terms**

Your tuition fees must be paid in full for the academic year, or you must have agreed with us and put in place an arrangement to pay, before you complete enrolment and progress to class. Your tuition fees must be paid either: a) via a loan from the Student Loans Company (“SLC”), where available; and/or b) directly to LCCM, by you or someone paying on your behalf.

If eligible, you may be able to access a tuition fee loan payable via the Student Loans Company (“SLC”) in respect of tuition fees for a LCCM programme “designated” for this purpose. If you intend to apply for a tuition fee loan, you must register with the SLC stating your intention to study at LCCM, as soon as you have firmly accepted our offer of a place and the SLC has opened for applications for the entry academic year concerned (which is usually in the preceding May, for example May 2018 if you plan to first enter LCCM in autumn 2018).

In order to complete enrolment, if you plan to apply for a tuition fee loan to help you pay your tuition fees, you must provide us with evidence of a submitted SLC application and of your entitlement to a tuition fee loan. If you are unable to provide this initially, you may be permitted at our discretion to provisionally enrol for a period which will end 60 days from your programme start date (see Terms & Conditions of Enrolment). As LCCM is a private provider of Higher Education, any tuition loan you receive will normally be less than the amount of the tuition fee payable to us for the academic year. In order to complete enrolment, you must thus have also paid the balance directly to us or put an arrangement to pay in place. A £250 early payment discount will be allowed for students able to pay the balance in full at least 6 weeks in advance of the start of the applicable LCCM academic year.

If you have any questions regarding these payment terms, please contact Programme Administration [StudentServices@LCCM.org.uk](mailto:StudentServices@LCCM.org.uk)

If you do not intend to seek a tuition fee loan from the Student Loan Company, or are not entitled to do so, or will be studying on a LCCM programme which is not designated for student support purposes, you must have paid the annual tuition fee in full or put an arrangement to pay in place, before you can complete enrolment and proceed to your studies. A £250 early payment discount will be allowed for students able to pay their tuition fees in full at least 6 weeks in advance of the start of the applicable LCCM academic year. If you are an international student seeking Tier4 sponsorship from LCCM, you must pay the first academic year's tuition fees in full before we can issue your Confirmation for Acceptance for Studies ('CAS'). Payment plans and early payment discounts do not apply in such cases.

If you do not pay your fees on time, or fail to put an arrangement to pay in place, or otherwise fail to comply with this Policy, you will be subject to sanctions which may include: suspension or exclusion from the programme; removal of your access to LCCM and its resources; your work not being assessed and/or you being denied documentation (e.g. Council Tax certification) until such time as you make the payment and comply with this Policy.

### **3. Payment methods**

You, or someone on your behalf, can pay your tuition fees via bank transfer, cheque, Credit / Debit card, cash or Direct Debit. Your full name should be quoted as reference for bank transfers.

### **4. Refunds & Compensation**

**Please note that refunds & compensation offered in the circumstances below are in addition to your statutory rights and remedies, which remain unaffected.**

#### **Termination, deferral or interruption by you**

This section covers where you choose to withdraw or you are deemed to withdraw from your course as set out in our Terms and Conditions of Enrolment, or where you chose to defer or interrupt your studies.

##### **4.1 Student Withdrawal and interruption**

If you wish to withdraw from your programme, you must follow the procedure laid out in our Terms and Conditions of Enrolment, wherein withdrawal date is defined.

a. if you have neither completed enrolment nor been granted provisional enrolment and decide not to take up your place, you must notify this to us either through the UCAS system, where applicable, or by submitting a LCCM withdrawal form. Upon receipt of this we will refund to the payer all tuition fees already paid to us by you or on your behalf for that Programme, except for a sum of up to £250 which we may retain to cover administrative costs, where we have processed an application for sponsorship under our Tier4 license on your behalf.

b. if you submit a withdrawal form, or are deemed to have withdrawn, after you have either completed enrolment or been granted provisional enrolment, you will remain liable for tuition fees up to the end of the academic year within which your withdrawal date falls; and to the end of the

next academic term where your withdrawal date is a calendar month or less before the start of the next academic year (as we would not be able to re-fill your place on the course). We will refund to the payer any tuition costs already paid to us by you or on your behalf for that Programme that fall after the end of this period.

c. Should you successfully apply to defer a place or interrupt study, you will remain liable for tuition fees up to the end of the academic year within which the agreed date of interruption or the date on which deferral was agreed; and to the end of the next academic term where your withdrawal date is a calendar month or less before the start of the next academic year (as we would not be able to re-fill your place on the course). We will refund to the payer any tuition costs already paid to us by you or on your behalf for that Programme that fall after the end of the academic year for the relevant period. When you recommence your studies, you will be liable to pay a full year's tuition fee from the start of the academic year during which you recommence your studies.

d. Where, prior to completing enrolment, your Tier 4 visa application is refused by UKVI on a second occasion or where you do not wish to make a second application after a refusal on the first application, we will refund all tuition fees paid by you or on your behalf at that point, minus £250 which we will retain as a contribution towards administrative costs.

Please note that if you terminate the agreement due to our fault, you may have statutory rights and remedies which remain unaffected by this policy.

#### **4.2 Changing mode of study**

**You are liable to pay the tuition fee which corresponds to your mode of study, either full time or part time. If you apply, successfully, to change your study mode after completing enrolment or having been granted provisional enrolment, the new mode will normally first apply from the start of the academic year following the date of the Programme Leader's agreement to such change. Where tuition fees have already been paid in respect of that following academic year, to a different amount than that determined by the revised mode, you will be liable to pay the difference (to the normal payment schedule) in the light of underpayment; or, where fees have already been paid in excess of that required for the new mode, the balance will be held as credit against your fee liability for a subsequent year or refunded to you if you are in your final year of study. Should, in exceptional circumstances, a change of mode be agreed *within* an academic year, the revised tuition fee liability will apply from the academic term following agreement of the change, with any additional payment or account credits calculated relative to payments already received for that and any subsequent terms.**

#### **Termination by us**

Except where you are at fault, please note that termination by us will be used as a last resort and in the event of course, campus or college change or closure, we will use reasonable endeavours to assure the continuity of your studies in accordance with the Student Protection Plan.

### **4.3 Course, campus or College changes or closure**

The Student Protection Plan details the steps we will take to protect your interest and assure continuity of your studies in the event of course, campus or LCCM change or closure. The following details your liability for tuition fees and entitlement to refunds in the circumstances specified; in all other circumstances where you do not continue with your programme, this will be treated as a student withdrawal, detailed at 4.1.b above.

#### **4.3.1 Programme Closure**

Should we decide to close a programme, without providing for a “teach out” period to allow you to complete your intended studies, you will be liable for tuition fees up to the end of the most recent academic year in which we provided you with the opportunity to complete the expected credit. Any fees paid in respect of tuition to be delivered after you ceased to be liable will be refunded to the payer.

#### **4.3.2 Withdrawal of Designation** (which allows eligible UK/EU students to apply for tuition fee and maintenance loans)

Should LCCM lose specific course designation for your programme, without “teach out” designation being in place to allow you to complete your intended studies, then if you are eligible for SLC support and withdraw from the programme as at 4.1.b above, you will be liable for tuition fees up to the end of the most recent academic year for which designation was in place throughout. Any fees paid in respect of tuition to be delivered after you ceased to be liable will be refunded to the payer.

#### **4.3.3 Withdrawal or non-renewal of validation** (which allows successful students to receive an Open University award, as detailed in our Terms and Conditions of Enrolment)

Should LCCM lose validation for your programme, without you still being able, if successful, to qualify for your intended Open University award at the end of your programme, then you will be liable for tuition fees up to the end of the most recent academic year for which validation was in place throughout. Any fees paid in respect of tuition to be delivered after you ceased to be liable will be refunded to the payer.

#### **4.3.4 Withdrawal of Tier4 Licence**

If you are an international student studying at LCCM via our Tier 4 sponsorship and we subsequently lose our Tier 4 licence, without arrangements being in place to allow you to complete your intended studies, then you will be liable for tuition fees up to the end of the most recent academic year for which our Tier4 license was in place throughout. Any fees paid in respect of tuition to be delivered after you ceased to be liable will be refunded to the payer.

#### **4.3.5 LCCM Closure**

Should a decision be taken to close LCCM, then current students are liable for tuition fees up to the end of the most recent academic year in which LCCM remained open throughout. Any fees paid in respect of tuition to be delivered after the student ceased to be liable will be refunded to the payer.

#### **4.3.6 Multiple Scenarios**

It may arise that more than one of the above will apply at the same time. In such cases, you will be liable for tuition fees up to the earliest of the points specified above. Any fees paid for tuition to be

delivered beyond that point will be refunded to the payer. In such cases, you will be considered to have withdrawn effective from the end of the period for which you are still liable for tuition fees, unless, after having been informed of the situation by us, you elect to continue and pay fees for tuition beyond that point.

#### **4.4 Where we change your mode of study**

**Paragraphs 7.5 and 7.6 of the Terms and Conditions of Enrolment lay out circumstances where we may require you to change your mode of study. In such cases, your revised tuition fee liability and requirement to make an additional payment or entitlement to account credit or refunds, will be the same as if you had instigated that change as per paragraph 4.2 above, but with the date of the Assessment Board's decision replacing the date of the Programme Leader's agreement to the study mode change.**

#### **4.5 Where you are at fault**

We may terminate the agreement at our choice in the circumstances set out in section 12 of our Terms and Conditions of Enrolment. In such event you will remain liable for tuition fees up to the end of the academic year within which your withdrawal date falls; and to the end of the next academic term where your withdrawal date is a calendar month or less before the start of the next academic year (as we would not be able to re-fill your place on the course). We will refund to the payer any tuition costs already paid to us by you or on your behalf for that Programme that fall after the end of the relevant period.

Where you are studying at LCCM under our sponsorship for a Tier4 Visa and your permission to study in the UK expires before the end of the programme (e.g. visa is revoked, curtailed or not renewed), you will be deemed to have withdrawn from your LCCM programme at the date on which your visa expired.

#### **4.6 Timing of Refunds**

If a refund of tuition fees is due, we will pay this to you or whoever paid the fees on your behalf, within 45 calendar days of our confirmation to you of your effective withdrawal date.

#### **4.7 Compensation.**

'Refund' means the repayment of all or part of sums paid to LCCM or an appropriate reduction in the amount of sums owed in the future to LCCM.

'Compensation' relates to some other recognisable loss suffered by you arising from a failure by LCCM to discharge its duties appropriately. Compensation may take the form of a financial payment, a discount, or some other form of benefit. LCCM may also consider remedies that resolve an issue without the need for a refund or financial compensation. These might include an apology, goodwill gesture or other non-financial remedies.

LCCM is committed to doing everything in its power to enable continuation of study as set out in our Student Protection plan. This Compensation section should be read in conjunction with our Student Protection Plan and the Terms and Conditions of Enrolment.

In the event of any default by us, the focus by LCCM will be on ensuring students receive the education that they are entitled to expect from the Programme under the Enrolment Terms and Conditions. When considering if any Refund or Compensation is payable under this policy LCCM will consider (when relevant):

- a) Any demonstrable loss incurred by the student;
- b) Any steps taken to mitigate the loss;
- c) Any Student Default;
- d) The ability for LCCM to make any alternative arrangements or reasonable adjustments;
- e) If the student has accepted or rejected any alternative arrangements or reasonable adjustments proposed by LCCM; and
- f) If the Student has been through the LCCM internal complaints procedure.

In the event of termination by us without providing you with the opportunity to complete your programme of study at LCCM, the Student Protection Plan details, for specific circumstances, the period during which tuition will remain available and section 4.3 above provides details for which tuition fees remain payable, along with the general remedy that any tuition fees already paid in respect of tuition to be delivered beyond that period will be refunded. In addition, there may be circumstances, arising from the scenarios outlined at 4.3, in which LCCM may also consider the provision of financial compensation for loss in addition to any due refund of tuition fees.

Specifically:

- I. in the event of a scenario at 4.3 above that:
  - i. you are not able to complete the studies enrolled for at LCCM; and
  - ii. you transfer provider; and
  - iii. the new provider does not offer you a scholarship, bursary or net tuition fee to the same cash value as the unexpired portion of that which you held from LCCM at the termination of your studies,

LCCM may provide you with compensation to the value of the difference between the unexpired College scholarship, bursary or tuition fee and that offered by the new provider, providing you remain otherwise eligible and compliant in respect of any conditions set at the time the bursary, scholarship or net fee was awarded by LCCM;

- II. if you are a student holding a Tier4 visa to study at LCCM and do not have the opportunity to complete your studies because a scenario at 4.3 above applies, LCCM may consider compensating you for administrative fees paid to UKVI and/or an alternate provider for one attempted transfer of sponsorship and to a maximum value of £1,000.

In addition, if you consider that you have suffered direct financial loss arising from a scenario at 4.3 above wherein you did not have the opportunity to complete your studies as enrolled for at LCCM, other than as outlined at 4.7 I. or II. above, LCCM may consider providing compensation for this.

All requests for compensation arising from any scenarios at 4.3 above are considered on a case by case basis by LCCM's Senior Management Team and should be made in writing to [studentservices@lccm.org.uk](mailto:studentservices@lccm.org.uk) no later than 20 College working days after the termination date of your studies at LCCM.

In such circumstances, regard will be given to ensure compliance with LCCM's obligations under the Equality Act 2010; the Consumer Rights Act 2015 and the Higher Education and Research Act 2017.

## **5. Coverage**

This policy applies to you if you enrol for a LCCM Programme taking place in in academic year 2018/19 onwards.

We reserve the right to amend or adapt these Payment Terms for subsequent years having first followed any other applicable policies and procedures and giving you at least one calendar months' notice prior to the beginning of the academic year in which amendments first apply.

## **6. Complaints**

Should you consider that we have not applied this policy correctly to your own fee, payment or refund matters, or if you are unhappy with the way in which these matters have been dealt with, then you may pursue this via LCCM's Complaints Policy. This could result in an adjustment to your liability for fees and/or eligibility for a refund of tuition fees paid, should it be determined, at the conclusion of the complaints procedure, that your liability for tuition fees had been incorrectly assessed.