

Fees, Refunds, Compensation & Debtor Policy

LCCA Governance

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Section 1: Purpose & Scope

- 1.1 This policy explains how the University sets its fees and charges, when and how you must pay these, how and when the University refunds any payment, what the University may do when a student does not pay their tuition fees and the circumstances in which the University will pay compensation.
- 1.2 This policy applies to students studying subcontracted courses delivered by London College of Contemporary Arts Ltd ("**LCCA**") for the 2027/28 study year.

Section 2: Definitions

Term	Definition
"Cancellation Period"	has the meaning set out in paragraph 0
"compensation"	means a financial payment, discount or some other form of financial benefit offered to a student in recognition of a loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for wasted out of pocket expenses they have incurred, which were paid to someone other than the University (such as travel costs); or (b) an amount to recompense for material disadvantage to the student arising from a failure by the University to discharge its duties appropriately
"Course"	means the course described in the Offer Pack
"Offer Pack"	means the offer pack provided to you if your application is successful, containing an offer of admission to your selected Course, any conditions that attach to such offer including the acceptance of offer form and conditions of acceptance, and a copy of the Terms and conditions: Subcontracted Courses
"refund"	means the repayment of sums paid by a student to the University or an appropriate reduction in sums owed in future by the student to the University. This could include tuition fees or other Course costs
"self-funded student"	means students not in receipt of a tuition fee loan from Student Finance England or equivalent authorities in Scotland, Wales or Northern Ireland nor sponsored. This includes those students in receipt of SLC-funded maintenance loans only. If you are self-funded, you have to pay your fees yourself
"SLC-funded student"	means students who are paying their tuition fees directly to the University through a tuition fee loan from Student Finance England or equivalent authorities in Scotland, Wales or Northern Ireland
"study year"	means each calendar year from the first day of the student's first term on the award they are currently registered on
"Tuition Fee Schedule"	means the University's tuition fee schedule, available via the UCA website
"University" or "us" or "we" or "our"	means University for the Creative Arts of Falkner Road, Farnham, Surrey GU9 7DS

Section 3: Fee Arrangements for Individual Levels of Study

3.1 Overview

- 3.1.1 Tuition fees are payable directly to UCA.
- 3.1.2 We charge annual tuition fees in line with the terms of the Tuition Fee Schedule.
- 3.1.3 The fees for the first year of your Course are set out in your Offer Pack.
- 3.1.4 There is more information about our tuition fees in the [Study at UCA](#) pages of our website (www.uca.ac.uk). Our published fees apply only to the stated academic year(s) in the Tuition Fee Schedule.
- 3.1.5 You will find advice on how to pay your fees [here](#). You may have to pay a late payment fee of £15 if you are late paying your fees.
- 3.1.6 During the online enrolment process we will ask you for permission for relevant University staff to give information about tuition fees or other accounts information to your parents or other authorised people.
- 3.1.7 The annual tuition fee includes:
 - (a) the tuition fee for your Course for the relevant study year; and
 - (b) one re-sit attempt.

3.2 Additional costs

- 3.2.1 As well as paying the tuition fees, you may have to pay other charges, for example for study visits or field trips, or for accommodation if you live in accommodation provided by either of us (the provision of accommodation would be subject to a separate contract). You may also have to budget for materials and equipment. For more details about extra charges and costs, please read the information which is included with your Offer Pack.

3.3 Tuition fee increases

- 3.3.1 We reserve the right to increase your tuition fees each year, reflecting the changes in costs of delivering your Course, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew UCA's facilities (for example, buildings, IT and library facilities) and inflation. UCA therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in paragraph 3.3.2 below).
- 3.3.2 Tuition fee increases are subject to regulatory control by the UK Government and the maximum tuition fee cap imposed by Government from time to time will apply, which the Government has indicated will rise with inflation (and it is anticipated the measure of inflation used will be RPIX or the RPI All Items Excl. Mortgage Interest).
- 3.3.3 If you transfer from one course to another course, any tuition fee increase shall apply to the Course you are currently studying.

- 3.3.4 Where tuition fee increases are applied, we will notify affected students by no later than 31 July before the start of the academic year to which the fee increase is intended to apply.
- 3.3.5 If you are an enrolled student and you want to withdraw from your Course as a result of an increase in tuition fees, you must tell Us in writing as soon as possible that you wish to end your Contract, by contacting LCCA Registry and filling in a change-of-status form. The effect of ending your Contract is that you will be liable for tuition fees in accordance with Section 5 and your studies with us will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when You begin or resume your studies may have increased, on the basis set out above.

Section 5:

Section 4: Cancellation

- 4.1 You have the right to cancel your contract with LCCA and UCA within fourteen (14) days of accepting your offer without giving any reason in accordance with the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 (the “**Cancellation Period**”).
- 4.2 If you do want to cancel, you should email admissions@lcca.ac.uk or you can fill in and return Our cancellation form included in the Offer Pack.
- 4.3 If you cancel this Contract within the Cancellation Period, UCA will refund all payments it has received from you as soon as possible and no later than fourteen (14) days after the date you tell us you want to cancel. UCA will refund you using the same method you used to make your initial payment, unless you have agreed otherwise.
- 4.4 If your Course is due to begin within the Cancellation Period (for example, if you have applied through clearing) then, by accepting your offer, you are expressly agreeing that the Course should begin within the Cancellation Period. If you then decide to withdraw from your Course within the Cancellation Period, UCA will refund all payments it has received from you.
- 4.5 If you do not tell us you want to cancel within the Cancellation Period and withdraw from your Course after the Cancellation Period has expired, we will calculate your tuition fee liability in accordance with paragraph Section 5:.

Section 5: Refunds

- 5.1 We explain below how we will calculate your fees if you transfer to a different course or withdraw from your studies or we terminate your studies. However, if you have documents which prove that the transfer, interruption or withdrawal, or our decision to end your studies after the end of the Cancellation Period was because of exceptional and unexpected circumstances beyond your control, the Director of Student Life can consider and approve an amendment to the amount you owe in fees. They will look at each case individually when making their decision. If you want to apply for consideration under this clause, you should write to the Director of Student Life explaining your case and providing corroborating documentary evidence.

5.2 Students transferring

- 5.2.1 Where a student's tuition fees are paid using a loan from the SLC, tuition fee liability for full or part year attendance is based on SLC liability periods¹.
- 5.2.2 If you are a self-funded or partially self-funded student and you transfer into an undergraduate course at UCA from another institution during the academic year, we will tell you how much your fees will be when you enrol with us. The transfer will normally take place at the start of a term or semester. We will normally calculate your tuition fees for the year you join UCA using the volume of credit for which you will be registered during that year.
- 5.2.3 If you are self-funded and transfer between UCA courses, we will charge you the appropriate fee for the new course according to the number of weeks you will be attending each course.
- 5.2.4 If you are SLC-funded and change from full-time to part-time (or vice versa), we will charge the appropriate tuition fee for your new study pattern from the start of the term in which you make the change. We will tell the SLC about the change, and the SLC will tell you about any amendments to the support you are entitled to. You should also tell the SLC about the change in your circumstances.

5.3 Students interrupting their studies

- 5.3.1 If you are a self-funded or partially self-funded student and you take, or are required to take, an approved period of interruption (that is, we approve a request to interrupt your studies), we will calculate your tuition fees according to the number of weeks you attended your Course before interrupting your studies. The last date of attendance we use to calculate your tuition fees will be as recorded in the confirmation of interruption letter sent to you by Student Records. We will calculate your tuition fees based on whole weeks. If there is a difference between the fees you have paid and the fees we calculate is due, we will hold this as a credit against your account and will not repay it to you. If you have an amount owing it must be paid in full before you return to study.
- 5.3.2 If you are an SLC-funded student and you take, or are required to take, an approved period of interruption (that is, we approve a request to interrupt your studies) during the first term (the first SLC "liability period"), 25% of the tuition fees for that academic year are due. If you interrupt your Course during the second liability period, 50% of the tuition fees are due, and if you interrupt your Course during the third liability period, 100% of the total fees are due. The last date of attendance we use to calculate your tuition fee will be as recorded in the confirmation of interruption letter sent to you by Student Records.
- 5.3.3 If, after interrupting your studies, you do not return to study and you withdraw from the University, the withdrawal processes will apply (see paragraphs 5.6.1 to 5.6.405.6.4), and your last date of attendance will be backdated to the start of the period of interruption.

5.4 Students returning from interrupting their studies

- 5.4.1 If you are a self-funded or partially self-funded student and you return to an undergraduate course at UCA from an approved period of interruption, we will tell you how much your tuition

¹ There are three SLC liability periods in a September start academic year: Period One – Term 1; Period Two – January to the start of the Easter vacation; and Period Three – the end of the Easter vacation to the end of the Academic Year.

fees will be when you return. We will calculate your tuition fees based on the number of weeks you will be attending the course for that academic year. If you are a returning SLC-funded student, we will calculate your tuition fees based on the SLC liability periods that you will be in attendance in that academic year. When you return from interruption the fee will be charged at the rate that is appropriate to the academic year in which you return.

- 5.4.2 Student Records will tell the SLC when you return from a period of interruption. You should also tell the SLC about the change in your circumstances.

5.5 Students retaking with attendance

- 5.5.1 If the Board of Examiners agrees you must retake part of your Course with attendance (when the relevant unit is next offered), you must pay the tuition fees for retaking the units with attendance at classes or with access to facilities. We will calculate your tuition fees on a credit basis as published in the Tuition Fee Schedule. You must pay the fees for retaking with attendance when you enrol, and the fee will be charged at the fee rate that is appropriate to the academic year in which you retake the unit (or units).

5.6 Students withdrawing from a Course or whose studies we have terminated

- 5.6.1 If you are a self-funded Home student and you withdraw from your Course after the Cancellation Period or we terminate your studies in accordance with the Terms and conditions: Subcontracted Courses , the following will apply. By the end of the first term, 25% of the tuition fees for that academic year will be due. After the end of the first term, we will calculate your tuition fees according to the number of weeks you attended your Course before you withdraw from the Course or we end your studies (terminate your registration). The last date of attendance we use to calculate your tuition fee will be as recorded in the withdrawal or termination letter sent to you by Student Records.
- 5.6.2 If you are a fully or partially SLC-funded student and you withdraw from your Course after the Cancellation Period or we terminate your studies in accordance with the Terms and conditions: Subcontracted Courses , the following will apply to the SLC-funded part of your tuition fees:
- (a) by the end of the first term (the first SLC “liability period”), 25% of the tuition fees for that academic year will be due;
 - (b) after the end of the first term, we will calculate your tuition fees based on SLC liability periods.
- 5.6.3 For example, if you leave during the second liability period, 50% of the total fees will be due, and if you leave during the third liability period, 100% of the total fees will be due. Paragraph 5.6.10 will apply to the remaining self-funded part of the tuition fee. The last date of attendance we use to calculate your tuition fee will be as recorded in the confirmation of withdrawal or termination letter sent to you by Student Records.
- 5.6.4 Student Records will tell the SLC if you withdraw from your Course of study. You should also tell the SLC about the change in your circumstances.

5.7 Re-enrolment

- 5.7.1 If you are not entitled to re-enrol, and we end your contract, UCA will refund any tuition fees you have paid in advance for any re-enrolment.

5.8 Where we have been unable to make reasonable adjustments, or implement measures to manage risks to the health, safety or welfare of you and/or others

- 5.8.1 If we end our contract with you, by providing you with reasonable notice where:
- (a) in connection with your disability, We are unable to make reasonable adjustments needed for you to enrol or continue on your Course; or
 - (b) we are unable to implement measures to manage risks to the health, safety or welfare of you and/or others which are needed for you to enrol or continue on your Course,
- 5.8.2 then you will be entitled to a full refund of tuition fees you have paid.

5.9 Where we make major changes to your Course

- 5.9.1 Should the University make major changes to your Course as noted in the Changes Policy you will not incur tuition fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances.

Section 6: Self-Funded Students

- 6.1 If you are a self-funded student, your tuition fees will be payable in two instalments. The first instalment of 75% of your tuition fees is due before the end of the enrolment period for your Course, and the second instalment of 25% is payable by the end of the first term or semester. If payments are not made according to the payment terms set out in the invoice, the sanctions set out in Section 11 will apply.
- 6.2 Information on the University's accepted payment methods is available [here](#).
- 6.3 In some situations, we may not be able to offer credit/instalment arrangements to students, for example if a bankruptcy order has been made against you.
- 6.4 If you are waiting for confirmation of funding from an education funding agency, you will be classified as self-funded until we receive confirmation of the support you will receive. If you are unable to pay your fees on time, you should ask the Finance department for an extension of up to six weeks for your first instalment. You will need to provide proof of your funding application.
- 6.5 Each time you fail to make a payment by the deadline, including failing to keep to an agreed instalment payment arrangement, you may have to pay an administration charge of £15 (fifteen pounds).
- 6.6 If you are eligible to change mode of study and you change from full-time to part-time (or vice versa), we will charge the appropriate tuition fee for your new study pattern from the start of the term in which you make the change. If relevant, we will tell the SLC about the

change, and the SLC will tell you about any amendments to the support you are entitled to. You should also tell the SLC about the change in your circumstances.

Section 7: Sponsored Students

- 7.1 If you are a student being partly or fully sponsored by an external corporate body (not a friend or relative) who is agreeing to pay your tuition fees, you should provide a valid sponsor letter on or before enrolment. For the avoidance of doubt, references to a "sponsor" or "sponsored student" in this Policy refer to an external corporate body that has agreed to pay your tuition fees and do not refer to any sponsorship in connection with a student visa. Any balance of fees not covered by such funding will be invoiced to the student and will be payable under the terms set out under paragraph 0.
- 7.2 The invoice for your tuition fees as a sponsored student will be sent directly to the sponsoring organisation and must be paid in accordance with the payment terms specified in the invoice. In the event of non-payment of part or all tuition fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days from the date of the invoice. If you are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to you in the same way as for other self-funding students. The University's finance team will notify you of the amount of the tuition fees due and the date(s) for payment.
- 7.3 If you are a sponsored student, and your sponsor does not pay the fees on your behalf, you will be liable to pay the fees to the University.

Section 8: Bursaries and Scholarships

- 8.1 If you are receiving a UCA Scholarship or any other bursary or scholarship support and you interrupt your studies, transfer courses, or withdraw from your Course, or we end your studies, the terms and conditions of the relevant bursary or scholarship will apply.
- 8.2 If you are receiving a scholarship from us, or any other bursary or scholarship support, but you have withdrawn from your Course or interrupted your studies at the time any cash bursary or scholarship payment is made, you will not be eligible to receive the payment. If you do receive a payment after interrupting or withdrawing from your studies, you must repay it immediately.

Section 9: Charges for Issuing Replacement Documents

- 9.1 We charge a fee for issuing:
- (i) a replacement student ID card;
 - (ii) a replacement award certificate; or
 - (iii) a replacement official transcript.
- 9.2 Details of the charges are set out in the Tuition Fee Schedule.

Section 10: Financial Support and Advice

- 10.1 If you are experiencing difficulties with paying your fees, you should contact our Student Life team via the [online enquiry form](#). Alternatively, you may email

Section 11: Non-Payment

- 11.1 You are expected and required to pay all fees due to the University, whether for tuition, materials and equipment hire or library fines, by the appropriate due date. Details of payment requirements, due dates and fee levels are set out in this Policy and the Tuition Fee Schedule.
- 11.2 If you do not make payment by the due date, you will be classified as a Debtor. Debtors are liable to a range of sanctions as set out below.
- 11.3 We will only remove your status as a debtor once you have paid your outstanding debt or you have made alternative arrangements for payment to the satisfaction of the Assistant Director of Finance.
- 11.4 If you are experiencing unforeseen financial difficulties and cannot pay your fees, you should seek help at the earliest opportunity. Please contact our Student Life team in the first instance.
- 11.5 If you become a debtor because you have not paid residential accommodation fees (rent), separate arrangements apply. Non-payment of rent does not fall within the scope of this Policy because statutory legislation covers the management of rent arrears.

11.6 Tuition Fee Debt

- 11.6.1 If you fail to make payment in accordance with the timeframes set out in this policy and the Offer Pack, you will be advised in writing that failure to pay within 28 days of the date of our letter may result in one or more of the following happening:
 - (i) you may be prohibited from sitting examinations/submitting coursework;
 - (ii) you may be prohibited from using library or computing facilities or services;
 - (iii) you may be prohibited from accessing online Course content and / or discussion forums;
 - (iv) you may be prohibited from attending classes;
 - (v) your access to student records may be removed;
 - (vi) you may be suspended;
 - (vii) you may not be allowed to enrol or re-enrol;
 - (viii) you may not be allowed to graduate or attend your graduation ceremony;
 - (ix) your results may be withheld; and/or
 - (x) We may not issue your degree certificate.
- 11.6.2 If you have not made payment within 14 days of receiving final notification of an outstanding payment, you may be placed on a mandatory interruption of studies until your debt is cleared or until the end of the academic year, whichever is sooner. At the end of the academic year, if you remain in debt to UCA, your registration may be terminated in accordance with Section 8.10.2 in the Terms and Conditions of Enrolment: Subcontracted Courses.

11.7 Referral to External Agencies

- 11.7.1 The University may refer your unpaid debt to an external debt collection agency at any time. If the external agency we refer your debt to makes a charge to us to process your debt, we may add this charge to your account.

Section 12: Compensation

12.1 Course Closure

- 12.1.1 The University considers refunds and compensation to be remedies of last resort and it remains committed to supporting all students to continue and complete their courses. The University will take all steps it can to mitigate the impact on students of any discontinuation of study, such as providing additional learning opportunities or repeating parts of a course.
- 12.1.2 The University 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 in accordance with clause 10 of the Changes Policy.
- 12.1.3 In accordance with the Changes Policy, in the unlikely event that:
- (i) the University is no longer able to deliver a Course before registered students of that course have completed their studies (which is not due to an event outside of the University's reasonable control); and
 - (ii) the University and the student failed to agree on a suitable alternative course at the University or an alternative institution for the student to transfer to, such students will be entitled to a full refund and compensation.
- 12.1.4 In accordance with the Changes Policy, where the University withdraws a course before registered students of that course have completed their studies and such students transferred to a suitable alternative course they may still be entitled to a refund and/or compensation depending on the circumstances.

12.2 Events Outside of our Control

- 12.2.1 Should an event occur that is outside of our reasonable control meaning we are unable to provide your Course (referred to as a Force Majeure Event) as defined in Section 12.4.2 of the Terms and Conditions of Enrolment: Subcontracted Courses – you may be entitled to a refund and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a refund and/or compensation is due in line with the principles set out in paragraph 0. For more details about what a Force Majeure Event is and how we will respond, please see Section 12.4 in the Terms and Conditions of Enrolment: Subcontracted Courses.

12.3 Major Changes to a Course

- 12.3.1 Should the University make major changes to your Course as noted in the Changes Policy you may be entitled to a refund and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a refund and/or compensation is due in line with the principles set out in paragraph 0.

12.4 Refunds in Exceptional Circumstances

12.4.1 The University may consider a refund if a student is subject to exceptional circumstances. The University regards exceptional circumstances to be matters which were unforeseen, manifested after the payment of tuition fees, and which make continuing study impracticable.

12.4.2 By way of example only:

- (a) bereavement, unexpected personal or family problems or illness might be considered as an exceptional circumstance.
- (b) the University would not normally regard work pressures, or holidays to be exceptional circumstances. In addition, long-term problems such as ongoing financial difficulties may not be accepted as an exceptional circumstance. If you have long-term problems, which affect your studies, you should always let us know. The University may be able to provide additional support, but makes no commitment to do so. You may also wish to think about deferring your study in accordance with the Terms and Conditions of Enrolment: Subcontracted Courses.

12.4.3 If you have cancelled or withdrawn from your Course, satisfy the criteria for exceptional circumstances described in paragraphs 12.4.1 to 12.4.4 and are still liable for some or all of the tuition fees, you can appeal against these fees using the claim process set out in Section 13 below.

Section 13:

12.4.4 Requests for refunds in these cases should be submitted to the UCA finance team (Accounts Receivable) via email Finance.SL@uca.ac.uk. The decision to issue a refund is at the discretion of the University.

12.5 Compensation Plan

12.5.1 Should the University be unable to preserve the continuation of study for the student, or where the student has an alternative claim pursuant to the terms of this Policy, the University will put into place a compensation plan which is relevant to the circumstances of the individual student.

12.5.2 The level of compensation must be approved by the Director of Student Life and the University will have due regard to the principles outlined in this Policy when determining the value of compensation to be paid.

12.5.3 You should also take reasonable steps, in line with advice given by us, to mitigate the situation.

12.5.4 The University will seek to ensure that any compensation payable to any students under this Policy will be:

- (i) reasonable;
- (ii) tailored to take into account the needs of different students; and
- (iii) guided by the principles of the Office of the Independent Adjudicator.

Section 13: Claims Process

13.1 Individual and Group Complaints

- 13.1.1 Refunds or financial compensation will be considered following informal or formal complaints being raised or submitted to the University and/or LCCA in accordance with the University's Complaints Policy and/or LCCA's Complaints Policy.
- 13.1.2 Students wishing to apply for a refund or financial compensation are required to complete the University's Complaints Policy and/or LCCA's Complaints Policy, the outcome of which could be a refund, financial compensation or a non-financial remedy if the complaint is upheld. For:
- (a) complaints relating to LCCA's roles and responsibilities (as set out in Appendix B), you should use LCCA's Complaints Policy (see Appendix A) in the first instance;
 - (b) complaints relating to UCA's roles and responsibilities (as set out in Appendix B), you should use UCA's Complaints Policy (see Appendix A).
- 13.1.3 All refund and/or compensation claims under this Policy should be submitted to the UCA finance team (Accounts Receivable) via email Finance.SL@uca.ac.uk.
- 13.1.4 Any claims submitted by students under this Policy should:
- (a) include full details of a student's claim;
 - (b) confirm that the University's Complaints Policy and/or LCCA's Complaints Policy has been exhausted (if applicable);
 - (c) clarify the impact the event has had on them (if applicable); and
 - (d) explain what steps the student has taken to mitigate this (if applicable).
- 13.1.5 No application for a refund and/or compensation will be considered unless a refund application form with supporting documentation has been fully approved and processed by the University in accordance with the terms of this paragraph 13.1.
- 13.1.6 Upon receipt of a refund and/or compensation application form under this Policy, the University will consider the detail of the claim and provide a written response to the student within 15 working days of receipt of the student's claim.

13.2 How the University will handle Group Claims and issues that affect more than one student

- 13.2.1 The University may decide that an issue arising from an individual or group complaint also affects other students. In these circumstances, the University may choose to apply this Policy more widely.
- 13.2.2 Where the University considers that an issue has potentially affected more than one student, the University may offer a separate, streamlined large-group process to all affected students. The large-group process offered will be proportionate and fair, and consistent with the University's Complaints Policy and/or LCCA's Complaints Policy. Should this situation arise, the University will make the large-group process clear to students.
- 13.2.3 If an affected student would prefer to use the University's Complaints Policy and/or LCCA's Complaints Policy individually, they will not be prevented from doing so.

- 13.2.4 If a student's complaint is dealt with through the large-group process rather than the University's Complaints Policy and/or LCCA's Complaints Policy and a student is dissatisfied with the outcome, the student will be offered the option of receiving a Completion of Procedures letter so they may progress their complaint to the OIA.
- 13.2.5 If, having used the large-group process, a student is satisfied with the proposed outcome, this outcome will be in full and final settlement of all claims arising out of the same issue.
- 13.2.6 Should the University make a decision that affects multiple students, in the interest of fairness as individual circumstances may differ, the University reserves the right not to apply the same remedy (financial or otherwise) to every student.

Section 14: Considerations when assessing Refund & Compensation Claims

- 14.1 The University may require documentary evidence from a student when assessing if a refund is due and/or what reasonable compensation may be payable.
- 14.2 In concluding an appropriate compensation plan and/or refunds due, the University will consider the provision of the following (as appropriate):
- (i) tuition fee refunds owed in accordance with the Terms and Conditions of Enrolment: Subcontracted Courses;
 - (ii) additional costs reasonably incurred by the student as a consequence of a closure of a course (including additional tuition fees or travel costs) (if applicable);
 - (iii) maintenance costs in respect of lost time, distress and/or inconvenience following a closure of a course;
 - (iv) maintenance costs where students have to transfer to a different institution;
 - (v) additional tutor costs; and
 - (vi) commitments to honour student bursaries.
- 14.3 The factors the University will consider in assessing refunds and awards of financial compensation under this Policy are whether:
- (i) the University has failed to deliver any specific undertakings given to the student for the way in which the programme of study was to be delivered;
 - (ii) there has been a failure by the University to deliver against material information agreed with the student at the point of acceptance of the offer;
 - (iii) a period of prolonged disruption, without sufficient remedial action, has jeopardised the University's ability to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the programme of study;
 - (iv) there has there been a demonstrable loss (financial or otherwise) to the student and whether the student has been able to achieve the learning outcomes for their Course;
 - (v) the University has taken all reasonable steps to minimise disruption to the student including where the Course is closed, using reasonable efforts to transfer the student to a new course at the University or an alternative institution;
 - (vi) the University has taken all reasonable steps to mitigate the effect of an event outside its reasonable control including altering the Course's timetable to reschedule postponed classes;
 - (vii) the student has met their own responsibility to minimise losses;

- (viii) the University followed its own processes in delivering the programme of study, for example, quality assurance processes and communications to students;
- (ix) the student has been affected in relation to their final degree award, accreditation award or ability to take up a job offer;
- (x) any alternative arrangements or adjustments were implemented for students to mitigate against any loss. Did the student take up what was offered? Were they still disadvantaged despite the alternative arrangements;
- (xi) if a complaint is made regarding disruption to a student's learning experience which is beyond the student's control, whether the University communicated with students throughout the process? Have communications been clear and consistent so that students were aware of any changes and how it might affect them;
- (xii) the student has any outstanding debt with the University and if this will be taken into consideration in any assessment made by the University as to the appropriate refund and/or compensation that may be due to the student; and
- (xiii) a refund or financial compensation is the most appropriate way to deal with the complaint, or to address any material failure to deliver the appropriate learning opportunities. Would a non-financial remedy be a more appropriate response? The University will consider the basis for the complaint (e.g. loss of teaching time or material impact on learning outcomes and future prospects).

Section 15: Payment of Refunds and/or Compensation

- 15.1 If a refund and/or compensation payment is approved in accordance with this Policy, the payment will be returned to the original payer using the same method of payment as the original remittance whether credit/debit card or BACS payment. This is to ensure that the University complies with anti-money laundering requirements. Where payment of course fees was split between more than one payer, any refund due will be made in proportion to the original split.
- 15.2 Tuition fees and other monies paid to the University are only refunded to the individual or organisation that paid the University originally. Examples of this include but are not limited to:
- (i) where students' fees were paid by Student Finance England (or similar body) as part of a tuition fee loan or grant, the refund will be to that organisation. This also applies for interest accrued on any tuition fees paid by a third party (e.g. Student Finance England) to the University;
 - (ii) where an employer has paid tuition fees on behalf of a student, the funds will be returned to the employer; where the University's agreement is primarily with the employer, the employer will also receive any relevant compensation; and
 - (iii) where a student has received funding from family or employment or other sources and subsequently passed this to the University, the University is only responsible for refunding and compensating the student.
- 15.3 For the purposes of tuition fees, only monies paid to the University will be refunded, e.g. scholarships or fee waivers will be accounted for within any refund.
- 15.4 Once a refund and/or compensation has been approved by the University, please allow 14 working days for the payment to be generated. For refunds in currencies other than GBP, the conversion rate will be as at the time of the refund. The University will not refund any

shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred.

- 15.5 Cash receipts are not accepted, and therefore cash refunds cannot be made.
- 15.6 Students will be expected to take reasonable steps to minimise any costs or losses and will not be compensated for costs that they could have avoided or not incurred in situations where the University was unable to provide continuation of study.

Section 16: Accessibility and Alternative Formats

- 16.1 If you need this policy in a different format, contact quality@lcca.ac.uk. We can normally provide large print / an accessible Word version / other agreed formats and will discuss anything else you need.

Section 17: Appendices

Appendix	Title
A	Roles and Responsibilities

Appendix A: Roles and Responsibilities

Role / responsibility	LCCA	UCA
Application and admissions process	✓	
Enrolment and Registration	✓	✓
Teaching and Learning	✓	
Pastoral support	✓	
Academic learning support	✓	
Providing facilities, equipment, learning resources including digital resources	✓	
Assessment and feedback process	✓	
The student disciplinary procedure	✓	
Producing Course material	✓	✓
Implementing UCA's quality assurance procedures	✓	
Curriculum Design and Content		✓
Quality assurance and academic oversight		✓
Academic Regulations including assessment, progression, award, academic misconduct and academic appeals		✓
Support to Study procedure		✓
Awarding qualifications and producing certificates		✓
Graduation ceremony (if provided)		✓
Invoicing and collecting fees		✓
Enabling access to the Student Loans Company		✓
Handling complaints about LCCA roles and responsibilities	✓	
Handling complaints about UCA roles and responsibilities		✓

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