



## Tuition Fees Refunds & Compensation Policy

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| <b>Produced by</b>               | Compliance Team  | <b>Approved by</b>    | Senior Leadership Team |
| <b>Related policies</b>          | <ul style="list-style-type: none"> <li>• Admissions Policy</li> <li>• Terms and Conditions</li> <li>• Student Protection Plan</li> <li>• Complaints Policy</li> <li>• Academic Misconduct Policy</li> <li>• Student Privacy Notice Policy</li> <li>• Non-Academic Student Disciplinary Policy</li> </ul>   |                       |                        |
| <b>External reference points</b> | <p>Competition and Markets Authority (CMA) Higher Education Providers: Consumer Law.</p> <p>Core Practice Q1:<br/>The provider has a reliable, fair, and inclusive admissions system. Information provided to prospective students for recruitment and widening access purposes supports students in making informed decisions.</p> <p>Data Protection Act 1998, 2018. Article 51 GDPR</p> |                       |                        |

## Contents

|   |    |
|---|----|
| 1. Background and Purpose .....   | 3  |
| 2. Aims & Objectives .....  | 3  |
| 3. Application.....   | 3  |
| 4. Fee Status.....  | 4  |
| 5. Tuition Fees.....  | 6  |
| 6. Retaking Units .....   | 8  |
| 7. Student Loans Company Tuition Fees & Maintenance Loans Eligibility ..... | 8  |
| 8. Sponsored Students .....   | 10 |
| 9. Cooling Off Period .....   | 11 |
| 10. Refunds.....  | 11 |
| 11. Compensation and Complaints.....  | 14 |
| 12. Non-Payment of Fees.....  | 15 |
| 13. Tuition Fee Debts: .....  | 16 |
| 14. Credit Control .....  | 17 |

## **1. Background and Purpose**

This policy functions as an in-depth guide for both students and staff members of LCK Academy (the Academy) addressing matters related to tuition fee payments, refunds, and compensation. The document offers details regarding the protocols and steps involved in paying tuition fees for taught programmes, the requirements for receiving refunds, and the necessary actions to be performed in situations when payment is not made, or debts remain unpaid.

The purpose of this policy is to establish clear standards and processes to guarantee fairness, transparency, and accountability in dealing with the fees that students pay for their education.

## **2. Aims & Objectives**

The primary aim of this Policy is to guarantee that all information about fees, refunds, and compensation is fair, consistent, clear, and easily available to both prospective and current students. The objectives are as follows:

- To offer clear and accurate information regarding fees, refunds, and compensation.
- To guarantee that all information concerning fees, refunds, and compensation is suitable and pertinent for the intended recipients.
- To promote fairness and transparency in all financial transactions associated with student service provision at LCKA.

## **3. Application**

This Policy is applicable to all Home Fee students who are enrolled in LCK Academy's taught programmes, including both potential and current students. The document covers the processes and rules for tuition fees, reimbursements, and compensation. It will provide clear and consistent handling of financial concerns during the students' whole academic experience at the Academy. Furthermore, this Policy offers guidance to Academy personnel responsible for managing tuition payments, refunds, and compensation. It ensures compliance with established norms and promotes equitable and transparent processes.

## 4. Fee Status

The regulations concerning fee status, which determine whether students are eligible for domestic or international student fees, can be found in the UKCISA document titled "Who pays 'home' fees for higher education in England":

<https://www.ukcisa.org.uk/uploads/files/1/COMPLETE%20PUBLIC%20PDF%20FINAL%20v8%2020.2.24.pdf>

Effective from September 2021, students are eligible for home fees if they meet the following criteria:

- If they are Irish: first check category '3 years in Republic of Ireland/UK/Islands, settled in UK' or 'Brexit temporary offer for courses starting before 2028: Irish citizens with residence in Europe or overseas territories'.
- If they have indefinite leave (but not through the EU Settlement Scheme): first check '3 years in UK and Islands, settled in UK'.
- If they have settled status under the EU Settlement Scheme: first check '3 years in UK and Islands, EUSS settled status connection'.
- If they are the spouse/civil partner/child of a British Citizen/person with indefinite leave/person with settled status under the EU Settlement Scheme/Irish citizen and have lived in the UK for 3 years: first check 'Family member of a settled person, course starts on or after 1 August 2022' or 'Family member of a UK national, course starts before 1 August 2022'.
- If they are a British Citizen or their spouse/civil partner/child, and have lived in Europe/Switzerland/an EU overseas territory for part of the last 3 years: first check 'Brexit temporary offer for courses starting before 2028: UK nationals and family with residence in Europe or overseas territories' (page 53) and 'Brexit temporary offer for courses starting before 2028: Settled and exercised a right of residence'.
- If they are a British Citizen/they have indefinite leave/they have settled status under the EU Settlement Scheme/they are a Republic of Ireland citizen, or they are their spouse/civil partner/child, and they have lived in any of the British Overseas Territories (these include Gibraltar) for part of the last 3 years: first check 'Residence in British Overseas Territories.

- If they have residence rights in Gibraltar: first check 'Brexit temporary offer for courses starting before 2028: Residence in Gibraltar'.
- If they are a British Citizen of Chagossian descent: first check 'British Citizen of Chagossian descent.'
- If they are an EU national or their spouse/civil partner/child, and they (or the EU national) moved to the UK before the end of 2020: first check 'Brexit protected rights: EU national / EU family / Family of relevant person of Northern Ireland'.
- If they are an EU national and have lived in the UK or Channel Islands or Isle of Man for the last 3 years: first check 'Brexit protected rights: EU national, 3 years in UK & Islands'.
- If they are a national of Switzerland, Norway, Liechtenstein or Iceland, or their spouse/civil partner/child, and one of them moved to the UK before the end of 2020 first check 'Brexit protected rights: Worker and family.'
- Their parent has been an EU or EEA worker in the UK in the past: first check 'Brexit protected rights: Child of worker.'
- Their Swiss parent has pre-settled status or settled status under the EU Settlement Scheme: first check 'Brexit protected rights: Child of a Swiss national.'
- Their Turkish parent lives in the UK, and they moved to the UK before the end of 2020: first check 'Brexit protected rights: Child of a Turkish worker'.

**See the [UKCISA](#) link (pages 3-4) for more details on the above eligibility criteria for Home Fees.**

Students who started their studies before September 2021 and fall under the EU and EEA category are considered to have home fee status. It is important to mention that beginning in September 2021, EU and EEA students will generally only be eligible for home fee status if they are residents in the UK. Starting from September 2021, individuals who are not normally considered residents and those from the EU and EEA will be categorised as international students. International students further include those who are not from the UK and individuals who are currently living in the UK but do not qualify for home fees.

Students' fee status will be assessed before they can enrol. If students are unable to provide proof of their residency in the UK, they will be classified as international students.

The decision about a student's fee status will generally remain valid throughout the course, with only a few exceptions, such as if a student is granted refugee status. If any student believes that their fee assessment is incorrect, they should contact the Admissions team for guidance and support: [admissions@lckacademy.org.uk](mailto:admissions@lckacademy.org.uk).

**Please note: Only home students will have access to Student Loan Funding and at present, LCKA is only able to offer educational services to students who have Home Fee Status.**

## 5. Tuition Fees

### 5.1 Fees paid by Student Loan Company

These procedures aim to ensure a straightforward processing of tuition fees for students using SLC Loans, while also providing clear information about financial obligations and responsibilities.

Payment of tuition fees through the Student Loans Company (SLC) includes certain steps listed below:

- **No Direct Charges to Students:** Students who use an SLC Loan to pay for their course are not required to pay any fees directly, as long as the Academy, or its Higher Education Partners receive official confirmation from the SLC about loan approval on or prior to enrolment.
- **Invoicing SLC for Tuition Fees:** The Academy or its Higher Education Partners will handle invoicing the SLC for tuition fees on behalf of the student. It is important to note, however, that the student is still responsible for any outstanding fee owed for tuition.

- **Payment Obligations without SLC Confirmation:** In cases where the Academy's Higher Education Partners have not received official confirmation of SLC Loan approval, students must pay the entire tuition cost or set up a payment plan with LCKA upon enrolment. Upon confirmation of SLC funding, any payments made by the student will be refunded.
- **Adjustments in SLC Loan Eligibility:** If the SLC modifies or terminates a student's eligibility for an SLC Loan, the student will be held accountable for covering either the full tuition fee or a portion of it. Under such circumstances, the student will be notified and given the chance to set up an instalment payment plan.
- **Notification of Payment Issues:** Students will receive timely notifications regarding any payment issues with the SLC's payment process, ensuring transparency and prompt resolution of payment matters.

## **5.2 Self-Payment of Tuition Fees**

During enrolment, students enrolled in an LCKLA higher education course will be granted the opportunity to establish an LCKA payment plan, which would enable them to make instalment payments for their tuition fees. The instalment schedule for students commencing their studies is as follows:

For September starters:

- The first instalment is payable in October.
- The second instalment is payable in January.
- The third instalment is payable in April.

For February starters:

- The first instalment is payable in March.
- The second instalment is payable in April.
- The third instalment is payable in September.

Students whose tuition fees are covered by their parents or relatives will be considered self-funded. As the contractual arrangement only applies to the student, LCKA will engage with them directly about tuition payments.

## 6. Retaking Units

Retaking units typically incurs additional fees that are calculated as a percentage of the relevant full-time tuition. In most cases, full payment is expected at the time of enrolment.

Students who take more than the required number of credits in a single academic year<sup>1</sup> will be charged only the full-time tuition price for that year. Students who need to resit exams or resubmit assignments (not to be confused with retakes) will not be charged any additional fees.

## 7. Student Loans Company Tuition Fees & Maintenance Loans Eligibility

The following are the eligibility conditions for loans given by the Student Loans Company (SLC), which cover both Tuition Fees (course fees) and Maintenance (living costs) loans:

### 7.1 Tuition Fee Loan:

Full-time and part-time eligible students may apply for a Tuition Fee Loan. In the case of Higher National Diploma (HND) programmes in partnership with Strode College at LCKA, the maximum loan value is **£8,000**<sup>2</sup>; for degree programmes generally (not currently available at LCKA), it is £9,250.

It should be noted that the loan for tuition fees is paid directly to the Academy or its partner organisation, and the student is responsible for repaying it when their income reaches the required threshold.

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<sup>1</sup> For a HND the required number of credits is 120

<sup>2</sup> In future, LCKA may offer HND as an OfS approved provider, with fees no higher than £6,000 per annum



## **7.2 Maintenance Loan:**

To help with living expenses, eligible students in the UK may apply for a maintenance loan. It might be necessary for applicants to submit information about their household income.

The maintenance loan is deposited directly into the student's bank account at the start of each term.

Current eligibility criteria for funding can be found in the following link: Student Finance Eligibility: <https://www.gov.uk/student-finance/who-qualifies>

It is essential to specify that only students who are pursuing their first higher education qualification are eligible to receive student finance. This rule remains valid irrespective of whether the student has previously financed their own education. Certain circumstances, however, may warrant exceptions, including:

- Course changes.
- Leaving the course with the intention of re-enrolling.
- "Topping up" a qualification in higher education, such as advancing from an HND to an honour's degree.

## **7.3 Loan Repayments**

When you take out an SFE loan, you must repay the debt to the Student Loan Company (SLC) whenever you reach a particular income level. You should ensure that you understand how much money you will owe when you finish your studies.

You will need to start repaying your student loan in the first April that comes after you finish or leave your course.

The amount of student loan money you will have to repay each year depends upon when you started your course.

If you started your course before 31 July 2023, you will be required to pay 9% of any income you make over £27,295 a year.

If you started your course after 01 August 2023, you will be required to pay 9% of any income you make over £25,000 a year.

For further details please see the SLC link below

<https://www.gov.uk/government/publications/student-loans-a-guide-to-terms-and-conditions>

If SFE does not cover a portion of your tuition expenses, you may be required to pay the remaining fees to the Academy yourself, even if you withdraw, postpone, or cancel your studies.

## **8. Sponsored Students**

Students are required to submit a purchase order or sponsorship letter from the organisation that is sponsoring them prior to enrolment if their tuition fees are being covered partially or entirely by the sponsor. Organisations or individuals sponsoring students will receive an invoice once a student is enrolled, and they are required to pay the full tuition fees for the academic year promptly. In the event that the tuition fee is not paid in full and on time, the Academy reserves the right to suspend or remove the student from the course, as well as charge interest on any past-due balance every month until it is resolved. According to this policy, the Student Loans Company (SLC), local authorities, and research councils are not recognised as fee sponsors.

When another sponsor, such as an employer, contributes some or all of the tuition fees, students are required to present Admissions staff with a signed and dated letter on official letterhead at the time of enrolment. The following must be confirmed in this letter:

- The full legal name of the student and the title of the sponsored course.
- The academic year applicable to the sponsorship.
- The total amount to which the sponsor consents to make a contribution in the form of tuition fees.
- The address and name to which the invoice should be sent by the Academy.

It is important that any third-party sponsor is informed that the Academy demands entire payment of the agreed-upon fee within thirty days of invoice receipt. Should the sponsor neglect to pay the tuition fee on the student's behalf, the student shall assume full responsibility for its payment.

## **9. Cooling Off Period**

Upon completion of the Acceptance of an Offer Form during enrolment, you will have a 14-day window to cancel your agreement with the Academy. This period is commonly referred to as the "cooling off" period. If you choose to cancel your enrolment within 14 days of accepting your place on the course, you will be eligible for a refund of any fees that you have already paid. To cancel your course, please fill out the Cancellation of Studies Form available on the Academy website.

If you are self-funded and are planning to enrol, you will have a 14-day window to cancel the course after accepting the offer. Within a 20-day period, the Academy will promptly refund any payments you have made during this cooling off period. To receive a refund, please submit written confirmation of your cancellation using the Cancellation of Studies Form.

## **10. Refunds**

### **10.1 Formal withdrawals:**

Students who formally withdraw may be eligible for refunds, subject to the guidelines listed below. Academic regulations must be followed when notifying of withdrawal; non-attendance is not considered withdrawal. In the absence of notification to the Academy, refunds will not be backdated.

## 10.2 Deposits and Refunds of tuition fees:

Except in cases where the Academy cancels the course in accordance with the Student Protection Plan, deposits for courses are not refundable nor transferable.

In accordance with the timing of withdrawal, the following percentages of annual tuition fees may be refunded to students based upon September, January and May start dates.

| <b>Timing of withdrawal</b>                              | <b>Fees Refunded</b> |
|--|----------------------|
| Four weeks after the start date                          | 100% refunded        |
| Between five weeks and four months from the start date   | 75% refunded         |
| Between four months and eight months from the start date | 50% refunded         |
| From nine months onwards                                 | No refund            |

The timing of withdrawal and corresponding percentage of fees refunded would be dated based upon the start date of the course as follows:

| <b>September Starters</b>                     | <b>Fees Refunded</b> |
|---|----------------------|
| Before the fifth week                         | 100% refunded        |
| Before 31 December (up to four months)        | 75% refunded         |
| Before 31 May (up to eight months)            | 50% refunded         |
| On or after 1 June (nine months or more)      | No refund            |
| <b>January Starters</b>                       |                      |
| Before the fifth week                         | 100% refunded        |
| Before 31 March (up to four months)           | 75% refunded         |
| Before 31 August (up to eight months)         | 50% refunded         |
| On or after 1 September (nine months or more) | No refund            |
| <b>May Starters</b>                           |                      |
| Before the fifth week                         | 100% refunded        |
| Before 31 August (up to four months)          | 75% refunded         |
| Before 31 December (up to eight months)       | 50% refunded         |
| On or after 1 January (nine months or more)   | No refund            |

## 10.3 Refunds to the SLC:

Refunds for students financed by the Student Loans Company (SLC) will be provided directly to the SLC upon withdrawal. The Academy or the relevant Higher Education Partner of the

Academy will inform the SLC in the event that a student withdraws from a course. Please be advised that the SLC will take direct measures to reclaim any overpaid maintenance loans from students.

#### **10.4 Deferral of study:**

Refunds may be granted for deferred study, subject to specified conditions as outlined below.

#### **10.5 Transfers to a different course:**

Charges will be adjusted appropriately for students transferring to a different course offered by the Academy. Refunds or additional payments may also be applicable depending on the course transfer.

#### **10.6 Mitigating circumstances:**

In situations involving mitigated circumstances that result in withdrawal or deferral, the refund policies will remain in effect.

#### **10.7 Enforced Withdrawal**

If you are withdrawn for major violations of the Academy's Disciplinary Policy or Academic Malpractice Policy, your refund may not be processed. You may also be denied a refund if you fail to engage with the Academy in line with the Academy's Attendance and Engagement Policy, such as failing to attend classes and/or submitting assignments on time.

## 11. Compensation and Complaints

Where the Academy is required to implement its student protection plan, student financial arrangements may be affected. The Academy's annual budget includes provisions for the prospective repayment of tuition fees, as well as additional refunds and compensation payments to students. A mix of cash reserves and (where applicable) insurance policies will be reserved for students who have an elevated risk of not continuing their studies.

A student may submit a compensation request via the Academy Complaints Policy if they believe they have been negatively impacted as a result of any substantial material change outlined in the Student Protection Plan. Each application will be assessed individually based on the evidence provided. Compensation amounts are determined on a case-by-case basis. The Academy strives to promptly address and resolve any complaints or refund requests.

The Academy will review requests for compensation in the following cases:

- Travel expenses for students impacted by a course location change.
- Commitments to fulfil student scholarships or bursaries.
- Expenses for maintenance and loss of time in the unlikely event that continuation of study cannot be maintained.
- Tuition fee and living cost compensation provided for students who need to switch courses or providers.

Every compensation claim is carefully evaluated, taking into account the following factors:

- What measures the Academy has already implemented to address the complaint.
- The status of the contract with the student, and the remaining obligations that have not been met.

Students may file a complaint through the student complaints procedure regarding any issue related to their tuition fees.

## **12. Non-Payment of Fees**

### **12.1 Payment to Complete the Enrolment Process:**

Students are required to complete payment of tuition fees, as part of the enrolment process. Non-compliance with this requirement will lead to withdrawal from all courses, unless otherwise specified by the CEO or their appointed deputy in advance. This practice guarantees that students allocate sufficient funds towards their academic pursuits and empowers the Academy to provide the essential resources required for their academic journey.

### **12.2 Initial Enrolment – Part Enrolled Status:**

Applicants who have completed online enrolment but have not met their financial obligations, such as paying tuition fees, setting up a payment plan, or providing documentation from the Student Loans Company (SLC) or a sponsor, will be considered as partially enrolled. Applicants who have already enrolled are given a two-week grace period to complete their enrolment. During this time, they can choose to make full payment, set up a payment plan, or provide the necessary documentation. Access to Academy facilities may be temporarily suspended until enrolment is completed. This guarantees that before starting their academic journey, students have made their financial preparations and are able to concentrate on their studies.

### **12.3 Continuing Students:**

It is the responsibility of continuing students to honour their financial commitments through the timely payment of tuition fees or by arranging a payment plan. Academic facilities access may be temporarily suspended if this requirement is not met within one month of the commencement of the term or semester.

## **13. Tuition Fee Debts:**

This section provides an overview of the steps that will be taken in situations where students have unpaid tuition fees. For the Academy to maintain its financial health and continue providing for its students' academic needs, it is necessary that tuition fees and related expenses are paid in a timely manner. This policy further highlights the significance of meeting financial responsibilities to the Academy in order to successfully complete studies and graduate.

### **13.1 Penalties for Non-Payment:**

As per LCKA's Terms and Conditions, students are required to follow the Academy's policies, which includes making timely payment of tuition fees. Failure to comply may lead to the implementation of penalties. Refer to the section on Non-payment in the Terms and Conditions for details on the penalties that may be incurred.

### **13.2 Tuition Fee Debt:**

Students must settle any outstanding tuition fee debts from previous academic years before they can re-enrol for subsequent academic years. Under certain circumstances, the Academy may be willing to reschedule the debt by implementing a payment plan. This option is available to students who can prove their capacity to pay both the outstanding debt from the previous year and the current year's tuition fees. All outstanding tuition fees must be paid in full by the end of their agreed payment plan in order to remain enrolled at the Academy.

### **13.3 Failure to Make Scheduled Payments:**

Students who have enrolled in a payment plan but do not make a scheduled payment by the due date are required to contact the Student Support Team to provide an explanation for the non-payment. Not complying with this requirement could lead to a temporary suspension of access to Academy buildings and facilities. Failure to make payments or defaulting on a revised payment plan may result in additional consequences, such as being withdrawn from a course.



### **13.4 Graduation and Certificates:**

Students who have unpaid tuition fees will be unable to participate in graduation or awards ceremonies. Additionally, their certificates and transcripts will only be released once all outstanding debts to the Academy have been paid in full.

## **14. Credit Control**

In addition to the penalties outlined in this policy, all outstanding debt is subject to standard credit control procedures. Prior to taking any further action, the Student Support team will make every effort to resolve the situation with the student.

### **14.1 Final Payment Date:**

In the absence of an appropriate payment plan or non-payment of fees, students will be given a final payment date. Students will be denied access to the relevant facilities if they have not paid their tuition fee debt within fourteen days of the due date. A student, for example, who fails to pay their tuition fees may be denied entry to the facility and/or access to online services until they pay or sign into a payment plan.

## **14.2 Collecting Outstanding Tuition Fee Debt:**

The following credit control methods and procedures will be used by the Academy to pursue unpaid tuition fee debt from self-funding students:

- Contacting students who have outstanding payments via Email and other communication channels.
- Conducting in-person and remote negotiations for payment of tuition fees.
- Establishing payment plans and accurately documenting all relevant information.
- Conducting personal interviews with students who have failed to make payments.
- Organising finance drop-in sessions at regular intervals.
- Sending monthly emails to inform students of their outstanding debt.
- Issuing Notification of Intent when debt is two months overdue.
- Transferring overdue debt to a debt collection agency designated by the Academy.
- Issuing a summons if necessary.

Note that in the event that the debt collection agency is unable to retrieve the outstanding debt, a county court summons will be issued to collect all outstanding debts. The Academy will aim to recover any extra expenses involved in the debt recovery procedure.