Procedure 2.4
Tuition Fee Refunds and Compensation

1. Introduction

London Film Academy (LFA) is committed to delivering the educational services set out in our literature so that students can complete their studies here. However, we recognise that this may not always be possible and have implemented this procedure in recognition of the need to protect the interests of our prospective and current students and to set out the circumstances in which a refund and/or compensation can be expected.

Along with the student offer letter, Terms and Conditions, LFA Policies and Procedures and details set out in the Student Handbook, this procedure forms part of the contract between each student and LFA.

2. Definitions

A **refund** is a repayment (or waiver or reduction) of tuition fees paid to LFA.

Compensation may be payable to a student in response to losses they have suffered in connection with disruption to the continuation of their studies.

A **current student** is one already registered and enrolled on an academic course at LFA.

A **prospective student** is one who has accepted a place at LFA and paid their Deposit or Full Course Fee to secure their place but has not yet registered or enrolled or started their course.

3. Registration fees and additional costs

Administration fee
The LFA Administration fee covers administrative costs incurred during the admissions process and is non-refundable.

CAS fee
The LFA Confirmation of Acceptance for Studies (CAS) fee covers the cost payable by LFA to UK Visas and Immigration (UKVI) for issuing a BA or MA student with a CAS number.

Deposit fee
The LFA Deposit fee secures a student`s place on a BA or MA programme and is non-refundable.

Additional costs
LFA may charge a student additional costs relating to particular courses to cover, for example, awarding body registration fees, examination and assessment fees, books, field trips, specialist clothing or materials. Any additional costs are set out in the student's letter of offer alongside tuition fees. Information on these costs can also be accessed via the course pages on the LFA website.

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4. Fee increases

Fees increases
LFA reserves the right to increase tuition fees on an annual basis. LFA will endeavour to limit each increase to no more than five per cent above the previous year's fees, but students must acknowledge that, from time to time, a greater increase could be made. Such fee increases will apply to all modes of study, including repeat years of study.

LFA will only apply a fee increase in respect of new students and will not increase tuition fees during the course of an academic year for current and prospective students.

5. Student loans (Eligible students only)

Loan status
Students may be permitted to enrol on a course prior to confirmation that their Student Finance England (SFE) application has been approved, but do so at their own risk. In such cases the student must provide evidence that their SFE application has been submitted by no later than the course induction day. Furthermore, if within eight weeks of the course commencement date the student has still not received SLC loan approval and has not otherwise paid their tuition fees or confirmed sponsorship, LFA may terminate registration and withdraw the student from their programme of study. Eligible UK students can apply for Student Finance and can usually obtain funds towards our BA or MA course fees, however the Student Finance Tuition Fee Loan or Masters Loan does not cover the full tuition fee.

Responsibility
The student is responsible for entering the correct course and fee information when applying to SFE for support. Applications for support must be made for each year of study for the correct programme, programme year and amount. Students are strongly encouraged to apply for student loan funding well in advance of the start of the academic year.

Additional study
The SLC normally provides loan funding for a first undergraduate degree for the number of years' duration of the programme plus one (1) year. The student will be personally liable for any additional years of study, or for any years of study that may not be funded by the SLC due to previous study at another institution.

Loans for post-graduate study (Postgraduate Master's Loan) are also available. As with undergraduate loans, the student will be personally liable for any additional years of study beyond the loan terms, or for any years of study that may not be funded by the SLC due to previous study at another institution.

6. Planned termination

LFA may be faced with circumstances where the Student Protection Plan is triggered, and the delivery of a course cannot continue. (for example, because it is not financially viable to continue).

LFA recognises its responsibility to protect the interests of its prospective and current students in the event that commencement or continuation of study is not possible.

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Measures that would be taken include:

- providing advice and assistance so that students can decide whether to transfer to another course or seek to continue their studies with an alternative provider
- enabling current students who do not wish to continue their studies to leave LFA with an 'exit award' which reflects their level of attainment
- ensuring that any student in receipt of a Scholarship is able to continue to receive that funding if they transfer to another course or continue their studies at an alternative provider
- implementing a refund and compensation response that reflects the particular circumstances of individual students - see sections 8-11 below for more details.

7. Events beyond the control of LFA

Any event **beyond the reasonable control** of the LFA is a Force Majeure Event. Force Majeure Events shall include (but are not limited to) such events as an act of God, fire, flood, storm, other natural disaster, nuclear disaster, threat of war, war, riot, civil unrest, act of terrorism, strikes, industrial action and disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation. See *LFA Terms and Conditions* clause 17 for more information.

8. Refunds

Eligibility

LFA may make a tuition fee refund if a student:

- is in the cooling off period: If the student Agreement with the LFA was formed entirely by means of distance communications (by post or email) without the student meeting face to face with a member of staff or an LFA tutor, the student has the right to cancel their Agreement with the LFA and obtain a full refund at any time within 14 days of the date on which they accepted their place formally (the cooling off period). They do not have to give a reason for cancelling
- cancels their place on any short course at least four (4) weeks before the course commencement date where the notification of cancellation is received by the LFA in writing unless the reason set out in the next bullet point applies. Any refund is less any non-refundable deposit and subject to the Administration Fee
- is an international student requiring a visa to study in the UK and their application, made in good faith and within the timelines and guidance the LFA provides, is unsuccessful, the LFA will refund the full amount paid including the Deposit Fee less the Administration Fee upon presentation of the official documentation from their local embassy or consulate and a copy of their visa application
- has made an overpayment (self-funding only)
- is affected by closure or relocation of a course.

The LFA will not make a tuition fee refund if the student:

- withdraws from the course once it has commenced
- has their place terminated by the LFA.

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9. Calculation

The level of refund entitlement will depend on specific circumstances:

Date of Cancellation/ Withdrawal /Termination	% of annual tuition fee refund due if Student cancels or withdraws	% of annual tuition fee due if the LFA terminates
Failure to enrol due to predicted grades being lower than entry requirements	100% refund* including Deposit Fee	100% refund* including Deposit Fee
14 day cooling off period	100% refund*	100% refund* including Deposit Fee
4 weeks before the start date of the short course	100% refund* less Deposit Fee	100% refund* including Deposit Fee
Visa refusal less than 4 weeks before the start date of the course	100% refund* less Deposit Fee (where applicable)	100% refund* including Deposit Fee (where applicable)
Less than 4 weeks before the start date of the course	0% refund	100% refund* including Deposit Fee (where applicable)
After start of date of semester 1 to end date of semester 1	0% refund	Up to 67% refund on a pro rata basis**
After start date of semester 2 to end date of semester 2	0% refund	Up to 33% refund on a pro rata basis**
After start date of semester 3 to end date of semester 3	0% refund	Up to 0% refund on a pro rata basis**
After start date of a short course to end date of short course	0% refund	Up to 100% refund on a pro rata basis**
* refunds are subject to an Administration Fee and will never exceed the actual amount paid and fees are collected before the start of each academic year. ** If the LFA terminates mid-way through a semester or short course a refund is issued on a pro rata basis based on the calendar days of the term period. For example, if the LFA terminates half-way through semester 1 then an 83.5% refund will be issued.		

10. Payment

Refunds are paid by bank transfer and will only be made to the original source of funding (i.e. SLC, external sponsor or the student personally). Any refund due to the student personally will be paid to the country and account from which the tuition fees were originally paid.

11. Compensation

Scope

LFA aims to ensure that the student learning experience is delivered as described in its literature (e.g. Website, course specification or Student Handbook). LFA will endeavour to avoid making changes to course content, location or mode of delivery, but where this is unavoidable, will act to mitigate the effects on students.

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Compensation principles
LFA adopt the compensation principles used by the Office of the Independent Adjudicator (OIA) and will consult with the students to develop a compensation plan relevant to the circumstances. This may include:

- actual foreseeable, evidential and reasonable financial loss incurred by students (e.g. loan interest, travel costs, etc)
- compensation payments for day to day living expenses that reflects reasonable expenditure in cases where students have incurred costs while a decision from the LFA has been pending or where their studies have been extended as a result of the triggering of the LFA's *Student Protection Plan.*

Eligibility
LFA may make a compensation payment if the student is affected by the closure or relocation of a course and incurs consequential additional expenditure.

This may cover:

- accommodation costs
- travel costs
- maintenance costs.

Forms of compensation
Compensation may take the form of a financial payment, a discount, or some other form of benefit.

Payment
Financial compensation is paid by bank transfer and will only be made to the student personally, to the country and account from which the tuition fees were originally paid. Payment of compensation is subject to the provision of appropriate evidence that the additional expenditure has been incurred.

12. Validating Partner Provision

BA or MA Students on University of Derby (UoD) Partnership Provision: Whilst LFA's *Student Protection Plan* is the primary framework of protection there is an additional protection through the validating partner. For our BA and MA courses which are delivered in collaboration with a UoD partner, UoD state they are responsible for the protection of students' interests and so the principles of their Student Protection Plan apply. In the event that a partner (LFA) is unable to continue to offer a franchised or validated course, they would work closely with UoD partner (LFA) to ensure continuation of study; in such circumstances they would consider contingency actions such as transfer of students onto another University of Derby delivery site/University of Derby mode of delivery or assist the transfer to an alternative provider. *University of Derby Student Protection Plan- section 2.5.*

13. Complaints and further information

Complaints
Any student with a complaint relating to this procedure should use *LFA Procedure 6.6 - Complaints.*

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Further information
If you require any further information regarding refunds or compensation for BA or MA courses please e-mail the Admissions Team at Admissions@londonfilmacademy.com for short courses please email the Short Courses Team at shortcourses@londonfilmacademy.com.

Or call the Admission Team on +44 (0)20 7386 7711.

14. Additional LFA references

- *LFA Student Handbook*
- *LFA Policies and Procedures*
- *LFA Terms and Conditions*
- *LFA Student Protection Plan*

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