

## **Istituto Marangoni – London School**

### **Student Refund and Compensation Policy**

#### **1. Introduction and purpose**

This Student Compensation and Refund Policy (the “policy”) should be read in conjunction with Istituto Marangoni’s Terms and Conditions (“Terms”) and Student Protection Plan.

This policy sets out Istituto Marangoni’s approach to refunds and compensation and covers all students whether such students: (i) are in receipt of a tuition fee loan from the Student Loans Company; (ii) pay their own tuition fees; or (iii) have their tuition fees paid by a sponsor.

#### **2. Definitions**

In this policy, a reference to a “refund” means the repayment of some or all of the sums paid by a student to Istituto Marangoni or an appropriate reduction in the amount of sums owed in future by a student to Istituto Marangoni. This includes but is not limited to tuition fees and other course costs.

In this policy, a reference to “compensation” means some other recognisable loss suffered by the student. This could mean compensating a student for unplanned or additional out-of-pocket expenses incurred which were paid to someone other than Istituto Marangoni (such as travel costs) or an amount to compensate for material disadvantage to a student arising from a failure by Istituto Marangoni to preserve continuation of study.

#### **3. Context**

Any consideration of compensation is context dependant, and will be considered on a case-by-case basis (for an affected cohort of students or a student/students from a cohort from whom alternative measures are not possible), taking into account (but not limited to):

- The context in which the potential need for a refund and/or compensation has arisen, as set out in the Student Protection Plan.
- The following reference points:
  - The legal and regulatory environment, including consumer protection law and any CMA published case findings.
  - The published decisions on compensation made by the Office of the Independent Adjudicator for Higher Education (“OIA”).
  - The OIA’s published remedies and redress guidance.
  - Any relevant guidance issued by the Office for Students.

#### **4. Refunds and compensation overview**

Whenever possible, Istituto Marangoni will aim to provide broadly similar levels of refund or compensation to cohorts of students who are affected. However, Istituto Marangoni will also take account of an individual student’s specific circumstances (for example, through reasonable adjustments) when deciding refund or compensation awards.

This means that in some situations, individual students in an affected cohort would be entitled to different refunds or compensation, depending on their personal circumstances; similarly, different cohorts of students affected by the same issue might be entitled to different refunds or compensation. When it is necessary to look at individual students’ circumstances, students may be asked to produce documentation to evidence the costs they have incurred or will incur, so that Istituto Marangoni can work out the level of appropriate compensation.

Any decision will take into account the impact upon the student in terms of direct material loss to the student, such as (but not limited to):

- Direct costs that the student will incur, for example:

- Refund of tuition fees;
- Student bursaries: in the case of a student transferring to another provider, Istituto Marangoni will honour any Istituto Marangoni scholarship or bursary payments provided the terms and conditions applicable continue to apply and any eligibility criteria continue to be met. If it is not possible for Istituto Marangoni to continue to make the scholarship or bursary payments then an equivalent payment, which mirrors the terms of the scholarship or bursary, would be considered by Istituto Marangoni where appropriate and fair;
- Travel costs;
- Other costs e.g. childcare or accommodation.
- Compensation for indirect or non-material costs such as distress and inconvenience caused; lost time and opportunity. A decision on whether to make a payment for distress and inconvenience would take into account whether the student has acted unreasonably in refusing or rejecting alternative solutions proposed by Istituto Marangoni. The decision will consider:
  - The extent of the inconvenience;
  - The severity of any distress, and whether any supporting evidence exists to document it;
  - Whether the student raised these issues at the time;
  - The period over which the problem occurred;
  - Whether there have been failures or delays by Istituto Marangoni in dealing with the issues which were within its control;
  - The nature and number of Istituto Marangoni's acts which led to the complaint being upheld;
  - Whether Istituto Marangoni had taken steps to address or reduce any distress or inconvenience;
  - Whether the handling of the case has created additional distress or inconvenience above that inherent in any complaint or appeal.

Refunds will only be made to the same payee or account as the original payment, using the original payment method. Refunds will not be made in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

Istituto Marangoni is not liable for any currency fluctuations when returning payments.

## **5. Students who withdraw due to material changes to their Programme**

If a student withdraws from their Programme because Istituto Marangoni made a material change to the Programme or due to an event outside of Istituto Marangoni's control, in addition to any compensation the student may be entitled to, Istituto Marangoni will provide a refund as follows:

- (I) if the student withdraws prior to the Programme start date, Istituto Marangoni will provide a full refund of tuition fees and other enrolment fees paid for the forthcoming academic year; or
- (II) if the student withdraws on or after the Programme start date, Istituto Marangoni will provide an appropriate refund taking into consideration the proportion of the Programme completed at the time of withdrawal.

## **6. Students withdrawn from a Programme by Istituto Marangoni**

6.1 Istituto Marangoni will refund the enrolment fee and other fees paid to it (including any tuition fees) if:

- (I) Istituto Marangoni does not accept the student's application for a place on the Programme;

- (II) Istituto Marangoni terminates the contract because the student does not meet the relevant English language requirements;
- (III) the contract is terminated because the student fails to meet the conditions of the offer made to them;
- (IV) the student's visa application is refused for reasons other than those set out in paragraph 6.2(VII) below (a copy of the refusal letter must be provided before a refund can be processed);
- (V) the student fails to present any required visa documentation for a reason outside of the student's control (e.g. a reason directly connected with Istituto Marangoni, the UKVI or the Post Office).

6.2 If a student is withdrawn from their Programme in any of the following situations:

- (I) where the student has not completed their enrolment at the beginning of any academic year, other than for reasons set out in paragraph 6.1 above;
- (II) where the student has failed to pay any fees owed to Istituto Marangoni;
- (III) in accordance with Istituto Marangoni's disciplinary procedure outlined in the Student Code of Conduct located at [<https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>];
- (IV) where the student's attendance falls below the limits set by the student handbook;
- (V) where the student fails to complete their Programme within the timeframe specified in their CAS (international students only);
- (VI) where Istituto Marangoni withdraws sponsorship as a result of non-compliance with the student contract or any UKVI rules or other requirements (international students only);
- (VII) where the student's visa application is refused because they have provided incorrect, incomplete, fraudulent or misleading information or documentation to the UKVI or they have deliberately submitted a visa application with the intention of being refused a visa (international students only); or
- (VIII) the student fails to present Istituto Marangoni with any required visa documentation for any reason other than as set out in paragraph 6.1(V) above

the student will only be entitled to a refund if Istituto Marangoni is able to recruit another student onto the Programme in the withdrawn student's place, in which case all enrolment fees and tuition fees in relation to the relevant academic year will be refunded, subject to the following deductions:

- an administration charge of £250 for dealing with recruitment;
- Istituto Marangoni's reasonable administration costs relating to the recruitment of the replacement student;
- Istituto Marangoni's reasonable administration costs for dealing with the student's termination and withdrawal from the Programme; and
- the student's tuition and assessment costs and the costs of any other services provided to them up to the date of termination of the contract. For refunds where a student visa application has been refused, a copy of the refusal letter is required as soon as possible. The earlier this is provided, the higher the chance of recruiting a replacement student, enabling a refund.

6.3 If a student is funded by the Student Loans Company and it withdraws all or part of its funding because Istituto Marangoni has withdrawn the student from their Programme for any of the reasons in paragraph 6.2 above, the student may have to pay all or part of their tuition fees as set out on the website.

## **7. Refunds and compensation for non-continuation of study**

Istituto Marangoni has published a Student Protection Plan that sets out how continuation of study will be preserved for current and potential students if a risk to their continued study crystallises. The Student Protection Plan outlines the types of risk that might apply and explains the approach Istituto Marangoni would take if these risks were to materialise.

This section sets out the circumstances in which Istituto Marangoni will refund enrolment fees, tuition fees and any other relevant fees paid under the student contract and/or provide compensation if Istituto Marangoni is no longer able to preserve the continuation of study for one or more students.

Istituto Marangoni considers refunds and compensation a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at Istituto Marangoni.

A reference to Istituto Marangoni no longer being able to preserve the continuation of study means that it has terminated or intends to terminate a Programme, on which:

- (I) a student has accepted a place but not yet enrolled; or
- (II) a student has enrolled but has not yet completed the Programme.

These provision do not apply to individuals who have completed the studies for which they enrolled as a student with Istituto Marangoni unless a claim is submitted via the Student Complaints Procedure within one month of the student's completion of studies.

Where Istituto Marangoni is no longer able to preserve continuation of study it will:

- (I) refund students in accordance with paragraph 5 above; and
- (II) provide compensation to students to adequately cover:
  - (a) additional travel costs within the UK for students affected by a change in location of their Programme; and
  - (b) additional tuition costs where students have to transfer programmes or provider within the UK.

## **8. Process**

To claim compensation, students should follow the Student Complaints Procedure set out at [<https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>];.

Istituto Marangoni will consider all of the above factors, submissions from the student body and will propose levels of compensation, with justifications/reference points against each decision.

If a student is not satisfied with the refund and compensation offer made by Istituto Marangoni, they can appeal the decision through the Student Complaints Procedure.

If the student still remains dissatisfied, they can then take the case to the Office of the Independent Adjudicator for Higher Education (OIA). This does not affect the student's rights in law, though courts may expect that students have exhausted the procedures open to them internally and with the OIA before taking a case to court.