

- 1.1 This policy sets out the arrangements that would apply only in the unlikely event that a student registered with Lancaster University found the University had taken the decision to suspend, discontinue or withdraw the course ("non-continuation").
- 1.2 This policy covers refunds in instances of non-continuation, where a student is prevented from continuing or completing their course of study, due to decisions the University has taken either voluntarily (specifically course closure) or necessarily because the change is outside the University's control (such as from a force majeure event adversely affecting its ability to deliver courses, maintain the site or the facilities). Some examples of force majeure events would be:

- the unanticipated departure of key members of University staff or unavoidable specialist staff absence
- acts or threatened acts of terrorism or a security threat
- damage or interruption to buildings, facilities or equipment
- severe weather conditions
- the acts of any governmental or local authority; or
- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education or affect the viability to run the programme at a planned entry point

- 2.1 The University has procedures in place to ensure that all courses offered are planned on a sustainable basis, supported by appropriate levels of staffing and facilities. The courses will be market tested when established and reviewed periodically in light of national and international changes to curriculum and context, student demand and other relevant factors to ensure that the courses remain sustainable for the future.
- 2.2 From time to time the University may cease to admit new students to a particular course of study. At all times existing students will be protected as far as possible to ensure that they can complete the course they have been admitted to.
- 2.3 This policy and its commitments apply in a situation where the University,

general law, the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of such circumstances.

2.5 If the University changes the course in a fundamental way and a student is not satisfied with it, the University will not be liable for any loss or damage suffered by the student. 10.00000887 0

The reasonable level of compensation would be calculated in light of the circumstances of the individual student and the issue arising.

- 4.1 The University will take into consideration guidance from the Office for the Independent Adjudicator's own judgements as to whether it may be also appropriate to consider payments for distress or inconvenience. The indicative compensation bands are available on the [OIA website](#) and recommended compensation act o
- 4.2 Current bands for awards for distress and inconvenience are classified by the OIA into Moderate, Substantial and Severe.

A Moderate award example is where "an act or omission of the provider caused some distress and inconvenience in the short term (e.g. less than 6 months)".

Recommended compensation – up to £500.

A Substantial award is where "an act or omission of the provider caused some distress and inconvenience in the long term (e.g. more than 6 months)