

Refund Policy

1. Student categories

The Refund Policy applies to all categories and level of UK and EU students from September 2007. The Policy pertaining to International Students (non UK/EU) is set out at paragraph 8.

2. Fee refund calculation

The standard mechanism for calculating fee refunds is as follows:

Non Standard	Enrolments
Date of withdrawal	Amount refunded*
Up to 2 weeks	100%
Up to 4 weeks	60%
Up to 8 weeks	20%
Over 8 Weeks	Nil

The withdrawal date is normally determined by the term starting date in the offer letter. There may be a different fee refund calculation in operation for some courses to take account of varying delivery patterns, modes of study etc: such variations should be determined by the Faculty/School and must be approved by the Principal. Overseas students must also refer to paragraph 8 below.

Fees shall be refunded to the source (person or organisation) paying the fees and not to any third party.

3. Student Loans Company

If the College has received satisfactory evidence of financial assistance from the Student Loan Company towards the costs of tuition fees, any refund to the student shall be calculated in relation to their assessed personal contribution at the time of withdrawal. No refund shall be made until the College has received the appropriate fee from the Student Loans Company.

4. Mitigating circumstances

In addition to the mechanism for fee refunds set out in paragraph 2 above, consideration shall be given to making complete refunds to students who have to withdraw due to exceptional mitigating circumstances. The College shall consider each case on merit. Such cases must be submitted to the Principal who shall liaise with the appropriate Faculty. International students should refer to paragraph 8 v) below.

Cases based on serious medical problems or bereavement are usually accepted, but academic and financial difficulties are not normally regarded as acceptable reasons for any refund. For an overseas student, traumatic events in her/his home country may provide acceptable grounds.

5. Temporary withdrawals/Interruption of Studies

Students who temporarily withdraw from the College are, by definition, expected to return. If a student intends to continue his/her studies from the point of withdrawal then s/he may request that his/her fees are carried forward. However, where fees are increased or where the student rejoins the course at an earlier point (i.e. at the beginning of term one, instead of the beginning of term two) the student shall be expected to

pay the difference. Otherwise, completely withdrawn students shall receive a refund in line with the mechanism set out in paragraph 2 above. **Students who temporarily withdraw/interrupt their studies remain liable to pay any outstanding fees due to the College (see 6 below).**

6. Fee obligation

Once a fee refund has been calculated, the fee obligation shall remain and shall be pursued by the College or its collection agents.

7. Retrospective withdrawals

Retrospective withdrawals shall not be permitted. The date of withdrawal shall be taken as the latest date in the process beginning when the student notified the College, completed and signed the appropriate form and **obtained the countersignature of the appropriate Faculty**. It is the student's responsibility to notify the College of their date of withdrawal.

8. Overseas students

i) If an overseas student (non UK/EU) leaves College and is no longer undertaking full-time study within the UK, they can be in breach of their UK Visa. Therefore, in order to qualify for a refund, the student must provide irrevocable evidence that they are no longer in the UK and that their visa has been cancelled. All overseas students shall be required to make advance payments of £400 towards registration and 50% of their tuition fees. These advance payments in respect of tuition shall be non-refundable unless the College is able to fill any academic place created by the student withdrawal. It should be noted that it is highly unlikely that replacements can be found.

ii) Overseas students who transfer to another educational establishment within the UK or EU are not eligible for a refund of any payments already made in respect of tuition or assessment fees.

iii) In all cases, the College shall retain Representatives fees, if the student has been recruited by a Representative.

iv) The circumstances under which an overseas student may be eligible for a refund of pre-paid tuition fees (but see paragraphs 1 and 8 iii)) is limited to the following:

- The College is unable to provide the academic course offered.
- The College withdraws an offer of enrolment for any reason, including for those students who are subsequently discovered not to meet the entry criteria (unless the student provided incomplete or incorrect information or there was any other irregularity or investigation relating to the enrolment).
- The student cannot take up his/her place due to failure to obtain a student visa (unless the student provided incomplete or incorrect information or there was any other irregularity or investigation relating to the process). In these circumstances, the recruiting agent, if applicable, or the applicant, must write to the College International Office including a copy of the rejection letter received by the relevant diplomatic mission. The letter from the diplomatic mission must show that the visa application was rejected following a **timely, valid** application.

To qualify for any refund in these circumstances, the student must provide irrevocable evidence that they are no longer in the UK and that their Visa has been cancelled. All such refunds shall be made to the source, and the College shall retain an administration charge of £500 to cover its costs, plus any

Representative's fees (see paragraph 8 iii)). For students claiming exceptional mitigating circumstances, paragraph 8 v) relates.

v) Students who cannot enrol at the College or who have to withdraw temporarily due to exceptional proven mitigating circumstances shall have their course payments deferred until they are able to take up their course.

vi) Overseas students who are seeking to withdraw from their course at the point where additional tuition fees become due (see paragraph 8 i)), become liable for all such tuition fees up to the point of withdrawal under the terms of the College general refund policy as applicable to all students (see paragraph 2), as defined within their contract. It should be noted that, where students withdraw due to temporary mitigating circumstances, paragraph 8 v) applies. Where students wish to make a late transfer to another institution, paragraph 8 ii) applies. In all cases, paragraph 8 iii) applies.

M Matthews

Principal

Revised August 2007.