

fee recovery and refund policy

2015/16



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1. Introduction

- 1.1. The fee recovery and refund policy has been developed to provide clarity on the College's position on the recovery of fees, the measures taken to recover fees, and the limited circumstances in which refunds of fees will be considered.

2. Scope

- 2.1. The fee recovery and refund policy applies to all fees.

3. Aims of the Policy

- To enable staff and students to understand the limited circumstances where a refund of fees paid, or cancellation of fees due will be considered;
- To ensure that policies in relation to fee recovery and refunds are applied consistently across the College;
- To provide clarity on the calculation of any refunds due;
- To provide clarity on College policy on the recovery of fees due.

4. Cancellation – Online and Telephone Enrolments

- 4.1. For enrolments that are wholly completed on-line or via telephone the distance selling regulations apply. The College complies in full with the

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and will provide a full refund of any fees paid if a cancellation is received within fourteen days of the initial enrolment, and before the course has started.

- 4.2. In circumstances where the course starts within the fourteen day cancellation period, the refund given will be adjusted to reflect the proportion of the course delivered at the point of cancellation.
- 4.3. Once the fourteen day cancellation period has elapsed the College standard refund and fee recovery policies as set out in sections 5 to 7 below shall apply.

5. Fee Liability Dates

- 5.1. The table below sets out the liability date for fees (excluding distance learning):

Provision Type	Liability Point for Fees	% of Fee Due
Any Programme of 1 Term of less	Programme start date	100%
Further Education / Non-HE	Attendance after week 2 of programme start date	100%
Higher Education	Attendance in/after Week 1, Term 1	25%
	Attendance in/after Week 1, Term 2	50%
	Attendance in/after Week 1, Term 3	100%

6. Refunds

- 6.1. Withdrawal:

- 6.1.1. Students who withdraw from a course in advance of the course start date are entitled to a full refund, less an administration fee of 10% of the full course fee.

- 6.1.2. Students who withdraw from a course after the liability points set out in Table 5.1 will not be entitled to any refund, and any fees outstanding will remain payable up to the fee percentage applicable for the type of provision.
 - 6.1.3. Students who withdraw from a short course (duration of course 1 term or less) will not be entitled to any refund.
 - 6.1.4. All withdrawals should be notified in writing to Student Services. The effective date for calculation of any refund is the date of receipt by the College.
- 6.2. Materials and Kits:
- 6.2.1. Refunds will not be given for materials or kits (e.g. hairdressing) purchased as a requirement for the course. In the event of withdrawal from the course all outstanding kit fees remain due.
- 6.3. Course cancellation:
- 6.3.1. If the College cancels a course, or the course does not start due to a lack of support, every effort will be made to offer an alternative. If no suitable alternative is available, a full refund will be given.
- 6.4. Course rescheduling:
- 6.4.1. If the College reschedules a course for a different time or day and this is not convenient for the student, a full refund will be given. No refund will be given for change of site (except in the case of ACL courses where a refund may be given at the discretion of the Head of School).
- 6.5. Requests for credits or refunds relating to illness:
- 6.5.1. If a student becomes ill during the period of a course they may apply for a refund if the condition is permanent and prevents them from continuing. If the condition is temporary then they may apply for a credit which will permit them to re-enrol at a later date (credits are valid for **1 year from issue date**). The refund or credit will be calculated on a pro-rata basis from the date of the last class attended. Exam fees are

not refundable. Medical evidence will be required in the form of a doctor's note or equivalent.

6.5.2. Under no circumstances can a credit be converted to a refund.

6.6. Requests for refunds relating to general absence:

6.6.1. The college is unable to make refunds for absence due to changes in work commitments, personal or financial circumstances or any other reasons for not being able to attend the course. Any outstanding fees in these circumstances will remain payable.

6.7. Requests for refunds relating to withdrawal at College discretion:

6.7.1. Where failure by a student to adhere to College policies (e.g. attendance, behaviour, health and safety, discipline etc.) results in the withdrawal of a student by the College, no refund will be given and any fees outstanding in these circumstances remain payable.

6.7.2. Where a student is withdrawn from a programme of study at the discretion of the College following an agreed period of interim assessment and within six weeks of the course start date, a full refund may be given on joint approval by the Head of School and Director of Finance.

6.8. Refunds for Sponsored Students:

6.8.1. A sponsor of a student at the college (for instance an employer paying for an employee) may apply for a refund if the above criteria are met. However, if a sponsor/ student arrangement ceases, or the student withdraws from their course of learning, fees will be due and no refunds will be given. Where a student is sponsored on their course, a refund, if applicable will only be made to the sponsor.

6.9. Requests for refunds due to quality issues:

6.9.1. If a student is dissatisfied with the course and the tutor/Head of School cannot resolve the issues then a complaint should be submitted, in accordance with the College Complaints Procedure (available on the College website or from the

College Complaints Officer (complaints.officer@south-thames.ac.uk). The College must be given an opportunity to address any issues that have arisen, however a refund will be issued if considered appropriate and at the sole discretion of the College.

6.10. Overseas Students

- 6.10.1. **Visa refusal:** In a case where a prospective student is refused a student visa, the college will refund all fees paid less a £250.00 administration fee. However, in such an event, no refund will be made unless the college has received all original copies of the College letters of enrolment plus an original copy of refusal from the appropriate immigration authority.
- 6.10.2. No refund is permitted or shall be made if a student enters the UK on a student visa obtained on the basis of the College's letters of acceptance and enrolment.
- 6.10.3. No refund is permitted or shall be made when a student decides to leave the college for whatever reason after an extension of a student visa has been gained through College facilitation.
- 6.10.4. Full details of all terms and conditions applicable to international students are set out in the International Students Enrolment Conditions.

Refund Procedure:

- 6.10.5. If the above criteria for a refund have been met, please complete a refund request form and return to the Student Services department with all relevant paperwork. Please note that refunds may take up to 4 weeks to process.

7. Fees and Loan Funding

- 7.1. Where a student has applied for loan funding to cover the cost of tuition fees (e.g. for Higher Education or 24+ Advanced Learning Loans payable by Student Finance England), payment of tuition fees may be deferred while the loan is processed.

- 7.2. In the event that the loan application is not successful, the full amount of outstanding fees will become due, and the standard College payment options will be available.
- 7.3. In the event that student loan funding received by the College is insufficient to meet the balance of outstanding fees (e.g. where loan payments cease following withdrawal, or the full amount of the fee is not covered by the loan), the full amount of remaining fees will become due.

8. Recovery of Fees

- 8.1. The recovery of fees is fundamental in ensuring the future viability of the College, and course provision. As such the College will take all reasonable measures to recover all outstanding fees due.
- 8.2. In the event that fees are not paid within agreed timescales or instalment plans, the College will first send a written reminder. Students in financial difficulty should contact the College Finance Team and Advice Centre at the earliest opportunity to make arrangements.
- 8.3. The College reserves the right make use of debt recovery specialists to support the recovery of outstanding fees, and to include the reasonable costs of recovery as part of the overall debt.
- 8.4. Where necessary the College will undertake recovery procedures through the civil courts.