



## Academic Fees Refunds Policy 2022 - 2024

**Equality Impact Assessment:** Askham Bryan College recognises the importance of the Equality Act 2010 and its duties under the Act. This document has been assessed to ensure that it does not adversely affect staff, students or stakeholders on the grounds of any protected characteristics.

### 1. POLICY STATEMENT

- 1.1 This policy sets out the circumstances in which the College will refund tuition fees to students. This policy should be read in conjunction with the Student Protection Plan, available at: [OfS 2018.04 Annex D: Template for a student protection plan \(bloom-digital.s3.eu-west-2.amazonaws.com\)](https://ofsted.s3.eu-west-2.amazonaws.com/OfS2018.04AnnexDTemplateforastudentprotectionplan(bloom-digital.s3.eu-west-2.amazonaws.com))

### 2. WITHDRAWAL BY THE STUDENT OR CANCELLATION BY THE COLLEGE

- 2.1 There may be times where the College needs to discontinue a course(s) or decides not to provide the course(s) or to merge or combine the course(s) with other courses of study, for instance due to insufficient numbers, etc.
- 2.2 The College reserves the right to cancel its contract with the student due to the closure of a course. Where a course/programme of study is cancelled by the College, (for example due to insufficient number of enrolled students), the student and/or their sponsor (who has elected to pay the tuition fees) will be notified in writing at least 7 days before the course/programme of study start date. A full refund will be made by the College of the tuition fee for the course already paid. Any balance of tuition fees for the course will be credited and not fall due to the College.
- 2.3 Where, after enrolment, an individual proves unsuitable for the course/programme of study (e.g. due to a failed Disclosure and Barring Service check) the student will be informed as soon as possible, their enrolment will be cancelled. A full refund will be made by the College of the tuition fee for the course already paid. Any balance of tuition fees for the course will be credited and not fall due to the College.
- 2.4 Where a course/programme of study is rescheduled by the College (for example, date/time) and the student can no longer attend and/or a suitable alternative course is not available, a full refund will be made by the College of the tuition fee for the course already paid. Any balance of tuition fees for the course will be credited and will not fall due to the College.

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### **3. CANCELLATION DUE TO COURSE/PROGRAMME OF STUDY QUALITY ISSUES**

- 3.1 Any claim for a fee refund due to a quality issue should be referred to the College's Assistant Principal for Quality & Performance and raised and dealt with in accordance with the College's Customer Service and Complaints Policy.

### **4. CANCELLATION AT THE REQUEST OF THE STUDENT**

- 4.1 Any student who wishes to cancel or withdraw their enrolment contract with the College is required to immediately speak to their course manager or the Student Records office if the course has not yet commenced, who will manage the withdrawal process.

### **5. LIABILITY TO PAY FEES WHERE A STUDENT CANCELS**

- 5.1 The Contract is binding on a student when the College writes to the student to confirm their place at the College following the College's receipt of the student's acceptance of the College offer ("the Offer"). The Contract start date will be the date of the College's communication to the student. All fee-paying students become liable for their fees as from the date of enrolment.
- 5.2 All students have the statutory right to cancel their contract with the College within 14 days of the start date of the Contract ("the Cancellation Period") without giving any reason and without being liable for fees. A further 14-day cancellation period arises as at the date of enrolment. Students will therefore be liable for fees as from 14 days from the date of enrolment, unless they have cancelled the Contract before that date.
- 5.3 If a student cancels within Cancellation Period, or within 14 days from the date of enrolment, however, the College will reimburse to the student any payments made by the student up to that point without any undue delay, and in any event within 14 days of the student informing the College that they wish to cancel, and they will no longer be bound by their contract with the College.
- 5.4 Where the College has provided the student with services, at the student's request, before the Contract is cancelled, the College will be entitled to deduct from any refund a fair amount to reflect the benefit of the services the student will actually have received until the student notified the College of the student's wish to cancel.

Therefore, to avoid being liable for fees, a student must ensure they exercise the right to cancel either before the Cancellation Period has expired or within 14 days of enrolling on their course.

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## **6. CANCELLATION BY THE STUDENT AFTER 14 DAYS**

### **Further Education students (fee paying)**

- 6.1 If withdrawal is after 14 days from enrolment and within 6 weeks of the course start date, a full credit will be raised and refund issued as necessary.
- 6.2 If withdrawal is after 6 weeks of the course start date, but within the first term of study, then 25% of total cost is payable by the student/sponsor (who have elected to pay the tuition fees). The remaining 75% will be credited or refunded as necessary.
- 6.3 If withdrawal is within the second term of study, then 50% of the total cost is payable by the student/sponsor (who have elected to pay the tuition fees). The remaining 50% will be credited and refunded as necessary.
- 6.4 If withdrawal is within the final term of study, then the fee is payable in full and no refund of fees will normally be made.
- 6.5 In exceptional circumstances, which could not have been anticipated at the time the student enrolled, the College may refund and/or waive/credit, all or part of, a student's tuition fees. Examples of the types of circumstances in which the College may authorise fees to be refunded or waived/credited could include significant health problems that have developed after enrolment, safeguarding concerns, family bereavement or redundancy. Reasons for withdrawals after the statutory 14-day period must therefore clearly state the reason for the request and should be supported by appropriate evidence.

### **Higher Education Students**

- 6.6 If withdrawal is after 14 days of the course start date, but within the first term of study, then students will be liable for 25% of total cost is payable by the student/sponsor (who have elected to pay the tuition fees). The remaining 75% will be credited or refunded as necessary.
- 6.7 If withdrawal is within the second term of study, then 50% of the total cost is payable by the student/sponsor (who have elected to pay the tuition fees). The remaining 50% will be credited and refunded as necessary.
- 6.8 If withdrawal is within the final term of study, then the fee is payable in full and no refund of fees will normally be made.
- 6.9 In exceptional circumstances, which could not have been anticipated at the time the student enrolled, the College may refund and/or waive/credit, all or part of, a student's tuition fees. Examples of the types of circumstances in which the College may authorise fees to be refunded or waived/credited could include significant health problems that have developed after enrolment, safeguarding concerns, family bereavement or redundancy. Reasons for withdrawals after the statutory 14-day period must clearly state the reason for the request and should be supported by appropriate evidence.

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### Apprenticeship courses

- 6.10 Refunds and/or waiver/credit of fees resulting from the cancellation of an Apprenticeship Training Services Agreement after the statutory 14-day period will be dealt with in accordance with the ESFA funding rules for Apprenticeship Funding.
- 6.11 Where ESFA clawback funding for apprenticeship training (from fully funded, co-funded or levy apprentices), arises from an error attributed to the employer causing the apprentice to be ineligible or not providing sufficient evidence as required, the employer will become liable for the full cost of training.
- 6.12 Where a change of circumstance means that training and/or assessment is no longer being delivered, no further funds will be payable from the employer or from their digital account. In such circumstances, the College will agree the cost of training and assessment delivered to date with the employer. The employer will be expected to pay any amounts due to the College. Any overpayment will be refunded to the employer or to their digital account as appropriate.
- 6.13 Where an apprentice changes Employer the new Employer will become liable for the Apprenticeship fees and the previous Employer will be entitled to a refund.

### Full cost courses

- 6.14 If withdrawal is after 14 days from enrolment, then the fee is payable in full and no refund of fees will normally be made.

## 7. REFUND OF ADDITIONAL CHARGES

- 7.1 Non-tuition fee charges such as the cost of trips or clothing will only be refunded at the discretion of the Curriculum Area Manager. It will not be possible to refund payments for other charges where expenditure has already been committed.

## 8. COURSE TRANSFERS – FURTHER EDUCATIONS STUDENTS

- 8.1 On occasion a student may, with the approval of the relevant Curriculum Area Manager transfer to a different course within the first six weeks of delivery. If the new course has a higher fee the student will be required to pay or make arrangement to pay the difference, before attending. If the new course has a lower fee, the student will be refunded with the difference.

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- 8.2 Payments for non-tuition fee charges will only be transferred at the discretion of the Curriculum Area Manager.
- 8.3 Where a transfer or a course change takes place after the first six weeks of a course or without the approval of a Curriculum Area Manager, then the College reserves the right not to make any refund of fees.
- 8.4 Where a student enrolled on a full cost commercial course is subsequently unable to attend the scheduled course for any reason the College will normally accept a substitute delegate on the course.
- 8.5 For non-apprenticeship courses, where a student transfers from one employer/sponsor to another (who has elected to pay the tuition fees), no refund shall be payable to the original employer of fees paid and the student themselves will be liable for any outstanding fees payable if their new employer does not agree to pay for them.

## 9. COURSE TRANSFERS – HIGHER EDUCATION STUDENTS

- 9.1 Higher Education students considering transferring courses should refer to the Student Transfer Guidance [Student-Transfer-Guidance-HE.pdf \(bloom-digital.s3.eu-west-2.amazonaws.com\)](https://bloom-digital.s3.eu-west-2.amazonaws.com/Student-Transfer-Guidance-HE.pdf) which sets out the categories of transfer. It is the students' responsibility to discuss their eligibility for a student loan with the Student Loans Company, as outlined in this guidance document.

## 10. MONITORING AND REVIEW

- 10.1 The Head of Finance will maintain oversight of the effectiveness of these arrangements.
- 10.2 This policy and the implementation arrangements which underpin it will be reviewed every 2 years by the Chief Finance Officer. This document will also be updated in accordance with any legislative changes, funding body guidelines and future amendments to the Student Protection Plan.

## 11. SUPPORTING/RELATED DOCUMENTS

- Tuition Fees Policy
- Student Protection Plan
- Complaints Procedure
- Student Transfer Guidance (HE)

## 12. REGULATIONS

- 12.1 In all aspects of this policy the College will comply with the following legislation:
- Consumer Credit Acts 1974 and 2006

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