



Academic Refunds Policy 2025 - 2026

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.

2. PURPOSE

- 2.1 The purpose of this Policy is to set out the College's approach when refunding tuition fees to students. For HE students, this policy should be read in conjunction with the Student Protection Plan, available at <https://bloom-digital.s3.eu-west-2.amazonaws.com/askham/wp-content/uploads/2024/11/05152222/Askham-Bryan-College-Student-Protection-Plan-2024-2027.pdf>

3. SCOPE AND LIMITATIONS

- 3.1 Unless otherwise stated, this Policy applies across all sites, to all courses and programmes offered by the College.

4. RESPONSIBILITIES

- 4.1 The Chief Financial Officer will have overall responsibility for ensuring compliance with this Policy. The Chief Financial Officer will be assisted by the Head of Finance to ensure compliance with this Policy.

5. LIABILITY FOR FEES

- 5.1 Your liability for fees and the College's obligations in respect of a refund due to you for fees and additional fees will depend on when you cancel your contract with the College and whether you are an FE paying student or an HE student.
- 5.2 A contract is formed with the College in respect of a place of study at the College when the College writes to you with an Offer of a place to study at the College and you accept that offer, and the College confirms that acceptance. The Contract start date will be the date of the College's communication of that acceptance to you. You have 14 days from the College's communication to you to cancel, if you decide you no

ACADEMIC REFUNDS POLICY 2025 -2026

longer want to attend the College.

- 5.3 Liability for fees, however, does not arise until you enrol¹, at which point, a second, separate contract is formed with you with the College, in respect of the provision of services in relation to your chosen course. At that stage, you will have a further 14 days from the date you enrol to cancel your Contract (for provision of services) with the College, after which point, you remain liable for fees.

Please note: you will be issued with a Learners Agreement when you enrol which will include the terms and conditions that apply to your Contract with the College. If you fail to sign and send back that agreement, but still attend College for your course/make use of services provided by the College in relation to your course, you still remain liable for fees

6. CANCELLING THE CONTRACT BEFORE YOU ENROL

- 6.1 As stated above, once the Contract has been formed, you will have a legal right to cancel the Contract for any reason at any time within 14 days ("Cancellation Period") from the date of the College's communication of confirmation of the Contract as described at 5.2 above. If you cancel within this period, the College will reimburse you any payments made by you up to that point without any undue delay, and in any event within 14 days of you informing the College that you wish to cancel, and you will no longer be bound by the terms and conditions of your Contract.
- 6.2 To cancel the Contract in this way, you must inform the College of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post, or e-mail). You should exercise your right to cancel by contacting the College by writing to the Student Recruitment and Applications Manager, Askham Bryan College, Askham Bryan, York YO23 3FR or by email to applications@askham-bryan.ac.uk. Details about how you can cancel will be provided in the Offer.
- 6.3 To meet the Cancellation Period deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.

HE students

- 6.4 Once the Contract has been formed, you will have a legal right to cancel the Contract (and the contract with the Validator) for any reason at any time within 14 days (the "Cancellation Period") from the date of the College's communication of confirmation of the Contract as described at 5.2 above. If you cancel within this period, the College will reimburse you any payments made by you up to that point without any undue delay, and in any event within 14 days of you informing the College that you wish to cancel, and you will no longer be bound by the terms and conditions of your Contract, or, if applicable, the contract with the Validator.
- 6.5 To cancel the Contract in this way, you must inform the College of your decision to

¹ The date you enrol will be the date you enrol online or the date you complete your enrolment form, if enrolling in person

ACADEMIC REFUNDS POLICY 2025 -2026

cancel the Contract by a clear statement (e.g. a letter sent by post, or e-mail or via UCAS). You should exercise your right to cancel by writing to the University Centre Askham Bryan, Admissions, Askham Bryan College, Askham Bryan, York YO23 3FR or by email to HE@askham-bryan.ac.uk

- 6.6 To meet the Cancellation Period deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.
- 6.7 The College may provide you with Services before the end of the Cancellation Period if you request the College to do so, for example, if you are only applying to the College very soon before the Course is due to start, but this will not prevent you from cancelling the Contract during the Cancellation Period. However, if you decide to cancel the Contract once the College has started to provide these Services to you, then, the College will be entitled to deduct from any refund a fair amount to reflect the benefit of the Services you will actually have received until you notified the College of your wish to cancel.

7. CANCELLING THE CONTRACT AFTER YOU ENROL AND AFTER EXPIRY OF THE (SECOND) CANCELLATION PERIOD

- 7.1 After you enrol, you have the right to end the Contract in the following circumstances:
- where the College is in material breach of its obligations to you under the Contract. You may be entitled to a proportionate refund of any Fees paid in such circumstances, and you will have no further liability to the College for any fees from the date you terminate for reasons of the College's breach;
 - where you do not accept any material changes made to the Contract in accordance with the terms and conditions of your Contract (see section 5 of those terms and conditions). In these circumstances, you must notify the College of this decision within 14 days of the date of the change and you will not be responsible for any ongoing Tuition Fees and or Additional Fees and/or associated costs, but you may not be entitled to any refund of the Tuition Fees and or Additional Fees paid up to the date that the Contract ends;
 - at any time without reason, but you may be liable for Tuition Fees and Additional Fees if you do so. You will only be responsible to the College for the costs it suffers as a result of you deciding you no longer wish to study at the College.
- 7.2 If you feel there has been a material breach of the Contract by the College you should follow the College's complaints procedure, details of which are available at <https://www.askham-bryan.ac.uk/publication-scheme-customer-services/> . If the College is found to be in breach, you may be due an appropriate refund of some or all of your Tuition Fees and any Additional Fees you may have paid.

8. REFUND OF TUITION FEES

FE Paying students

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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 who withdraw from a course funded by an Advance Learner Loan

- 8.6 **If a student withdraws within the first 6 weeks / 42 days of the start of the course.**

The college may be able to cancel the loan with the Student loan Company (SLC), so the student will have nothing to repay to the Advanced Learner Loan, However, the SLC may decide to charge the student interest on the amount of the loan it has already paid to the college in the period of the payment being made to the college and the withdrawal date.

- 8.7 **If a student withdraws after the first 6 weeks / 42 days of the start of the course**

Students who withdraw after the first 6 weeks / 42 days of the start of the course will still be responsible for repaying the loan amount that was paid to the college. The Student Loans Company (SLC) will stop future payments being made to the College, but the student must repay any loan funds already disbursed. Repayments typically begin in April after the student has left the course and are based on the student's income, which must be over a certain threshold to trigger repayments.

- 8.8 When a student withdraws from a course, the SLC will stop making payments to the College in respect of the students' Loan and will clawback any amounts that are deemed to have been overpaid to the college.

8.9 When a HE student is not eligible for a Loan or has decided not to apply

The student will be personally liable to pay any tuition fees to the college, and the following fees will apply depending on when the student withdraws from the course:

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.

- 8.10 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.
- 8.11 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.
- 8.12 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.

Apprenticeship courses

- 8.13 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 DfE funding rules for Apprenticeship Funding.
- 8.14 Where DfE 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.
- 8.15 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.
- 8.16 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

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

9. REFUND OF ADDITIONAL CHARGES

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

10. COURSE TRANSFERS – FURTHER EDUCATIONS STUDENTS

- 10.1 On occasion a student may, with the approval of the relevant Head of Department 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.
- 10.2 Payments for non-tuition fee charges will only be transferred at the discretion of the Head of Department.
- 10.3 Where a transfer or a course change takes place after the first six weeks of a course or without the approval of the Head of Department, then the College reserves the right not to make any refund of fees.
- 10.4 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.
- 10.5 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.

11. COURSE TRANSFERS – HIGHER EDUCATION STUDENTS

- 11.1 Higher Education students considering transferring courses should refer to the Student Transfer Guidance which sets out the categories of transfer. The guidance can be found on the Askham Bryan website at <https://www.askham-bryan.ac.uk/publication-scheme-higher-education/>, under Admissions and Student Registration – Student Transfer Guide, for the most recent version. It is the students' responsibility discuss their eligibility for a student loan with the Student Loans Company, as outlined in this guidance document.

12. WHERE THE COLLEGE WITHDRAWS OR CANCELS A COURSE

Pre-Contract (before you accept the College's offer of a place of study)

- 12.1 There may be times where the College needs to discontinue a course or decides not to provide the course or to merge or combine a course with other courses of study, for instance due to insufficient numbers, etc if such action is reasonably considered to be necessary by the College in the context of its wider purposes. If the College decides to take any such action prior to you accepting the offer of a place to study at the College, then the College will use reasonable endeavors to notify you in advance. In these circumstances you will be entitled to a refund of any deposit/fees which you may have

ACADEMIC REFUNDS POLICY 2025 -2026

paid to the College, unless the College offers you and you agree to enroll on an alternative course.

Post-Contract (after you accept the College's offer of a place of study)

- 12.2 There may also be times where the College needs to discontinue the Course or to merge or combine the Course with other courses after you accept the College's offer of a place of study. This may be as a result of one of the reasons set out in below or for another valid reason not specified below:

The College can make changes to the Contract (including to the services and/or course and/or to provision of resources and facilities and or to the policies and or procedures):

- to reflect changes in the law and/or regulatory, professional and/or statutory body requirements;
- as required by law, government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the DfE and/or any other funding body;
- to comply with a requirement of an awarding body or a placement provider;
- to deal with unavoidable changes in academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector, awarding body and/or good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards or requirements;
- in response to a fall in current and/or future enrolment numbers;
- as a result of withdrawal of any relevant accreditation;
- as a result of the review conducted within six weeks of your commencement of the Course;
- or for any other valid reason.

- 12.3 If either of the circumstances in 12.1 and 12.2 apply, the College will take reasonable steps to seek to:

- offer you a place on an alternative course at the College as appropriate (subject to availability and you complying with the requirements of admission to and registration on that course); or
- (at your request) assist you to join another course at another institution, and
- (if appropriate), issue you with an appropriate refund of the Fees paid.

HE students

For further details please see your Student Protection Plan.

13. OTHER CIRCUMSTANCES WHEN THE COLLEGE MAY END THE CONTRACT WITH YOU

13.1 The Contract will automatically end once you complete the Course, which includes the leavers event, if you decide to attend, or earlier in accordance with the provisions of this section.

13.2 The College may end the Contract on notice to you in the following circumstances:

- if you do not enrol or re-enrol onto the Course by the relevant enrolment or re-enrolment date;
- if you fail to pay the Fees to the College by the specified due date for payment and where you persistently fail to pay having ignored formal reminders;
- if any of the Conditions set out in the Offer are not met, or cease to be met at any time after the date that the Contract is formed;
- if you fail to comply in a material manner with any obligations you have under the Contract, or if you are in persistent breach of your obligations under the Contract;
- if it becomes apparent that the information you have provided to the College during your application or at any stage during the term of the Contract is false, incomplete, incorrect or misleading;
- if between accepting the Offer and starting the Course, there is a change of your circumstances which, in the College's reasonable opinion, makes it inappropriate for you to study on the Course;
- if you fail to comply with a request for information, or to make declarations that the College may reasonably require you to make during your admission to and enrolment on the Course;
- where your circumstances change in relation to your health or criminal convictions in such a manner that would make it appropriate for the College to do so;
- your circumstances changing so that you no longer have permission to remain in the UK;
- you acquiring a relevant criminal conviction as defined by the College's Admissions Policy;
- if the College takes disciplinary action against you in accordance with the relevant disciplinary procedure and where the College determines as a result of that procedure that you are no longer able to continue with the Course;
- where you are in material breach of any of the College's regulations, policies, procedures and/or codes of conduct, such as, but not limited to the College's policies on academic misconduct and attendance;
- if you are expelled or dismissed from any institution or organisation other than the College which you are required to attend or be a member of as part of the Course and/or your enrolment with the College;
- as a result of the application of the Support for Continuing Studies Policy, which is available on the student intranet;
- if the College's campus or any party of the campus closes;
- if the College are no longer authorised and/or otherwise legally able to deliver the Course as anticipated at the time of the Offer;
- if you are enrolled in error;
- for safeguarding reasons;
- and for any other reason that in the College's reasonable discretion, means that your continued attendance at the College is inappropriate or unsafe either for

ACADEMIC REFUNDS POLICY 2025 -2026

yourself or for your fellow students and/or College staff and/or users of the College's facilities;

- and/or where the College are no longer able to provide the Course and Services to you.

Consequences of the College ending the Contract

FE students

- 13.3 If the College ends the Contract for any reason set out above, you will not be automatically released from your obligation to pay the Tuition Fees and/or Additional Fees to the College, and you may be liable for the remainder of any fees payable, unless the College agrees otherwise or agrees an appropriate refund with you.
- 13.4 Loan refunds will only be made in accordance with Advance Learner Loan and Student Finance England (Wales, Scotland or Northern Ireland) rules. Refund appeals should be made in accordance with the College's Complaints Policy, available at <https://www.askham-bryan.ac.uk/publication-scheme-customer-services/>
- 13.5 In addition, the following will apply:
- you will no longer be able to attend the Course and you must leave the campus;
 - you must return any property belonging to the College as directed;
 - **if you are a residential student, the College will also be entitled to end your accommodation agreement;**
 - **any conditions imposed as the result of any material breach of any policies may prevent your return to College for a specified time or at all.**

HE students

- 13.6 If the College ends the Contract for any reason set out above, you will not be automatically released from your obligation to pay the Tuition Fees and/or Additional Fees to the College, and you may be liable for the remainder of any Fees payable, unless the College agrees otherwise or agrees an appropriate refund with you.
- 13.7 Loan refunds will only be made in accordance with Advance Learner Loan and Student Finance England (Wales, Scotland or Northern Ireland) Rules. Refund appeals should be made in accordance with the HE Students Complaints Policy, available at <https://www.askham-bryan.ac.uk/publication-scheme-customer-services/>.
- 13.8 In addition, the following will apply:
- you will no longer be able to attend the Course and you must leave the campus;
 - you must return any property belonging to the College as directed by the College;
 - **if you are a residential student, the College will also be entitled to end your accommodation agreement;**
 - **any conditions imposed as the result of any material breach of any of policies may prevent your return to College for a specified time or at all.**

14. MONITORING AND REVIEW

- 14.1 The Chief Financial Officer will maintain oversight of the effectiveness of these arrangements. This Policy and the implementation arrangements which underpin it will be reviewed annually by the Head of Finance.

15. SUPPORTING/RELATED DOCUMENTS

Tuition Fees Policy
Student Protection Plan
Complaints Procedure
Student Transfer Guidance (HE)
Terms and Conditions for FE (Paying) Courses
Terms and Conditions for Higher Education Courses at Askham Bryan College

16. RELEVANT LEGISLATION

- 16.1 In all aspects of this Policy the College will comply with the following legislation:

Consumer Credit Acts 1974 and 2006

17. DOCUMENT HISTORY

Date of Issue: 8th October 2025
Approved on: 25th July 2025 and as a Chair's action 8th October 2025
Next review: June 2026
SLT Owner: CFO
Author: Head of Finance
Publication requirements: PUBLIC