

## Tuition Fee Refund and Compensation Policy

### Purpose

1. The purpose of this document is to provide guidance on when refunds of tuition will be made by the University when students withdraw or a programme is withdrawn and how refunds will be calculated. This relates to the portion of the tuition fee that is paid directly by the student or by a private sponsor and covers full and part-time undergraduate and postgraduate programmes.
2. The University will apply the following rules when calculating fee liability for students who withdraw, suspend or discontinue their studies at Arts University Plymouth or those students whose programmes are, due to exceptional circumstances, closed or withdrawn.

### Overview

#### Important Information for all students

3. By accepting an offer of a place on one of our programmes, you, the 'student' enter into a legally binding contract with Arts University Plymouth ('the University'). You accept and agree to be bound by these terms and conditions and the payment plan ('terms') which form part of the Student Contract and cannot be varied under any circumstances.
4. The University's admissions process is subject to the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**. You have the right to cancel your acceptance by informing the University in writing within 14 calendar days from registering for the programme or the official programme start date, whichever is later. If you cancel within this period you will be entitled to a full refund of any deposit/fees which you have paid. If you cancel after this period the University retains the right to charge a proportion of the annual course fee.

### Scope

5. This policy applies to all categories and levels of UK/EU and overseas students enrolled in a higher education degree programme with Arts University Plymouth.

#### Withdrawal from the University

6. Refunds will be calculated based on the student's approved withdrawal date from the University, in line with how the University is paid by the SLC and in accordance with the table in paragraph 7. The date of withdrawal will be taken as the date that the notification of withdrawal is received by the Registry.
7. A refund can only be calculated once a complete withdrawal is actioned on the student's record, which can only occur following the completion of the necessary withdrawal process. Fees shall be refunded to the person or organisation paying the fees and not to any third party. The

standard mechanism for calculating fee refunds for each full-time year of study is as follows and is dependent on a student's course start date:

<b>Liability Point</b>	<b>Amount charged of total fee following withdrawal</b>	<b>Fee waived (refunded if paid in advance)</b>
After 14 calendar days from online enrolment or course start date	25%	75%
Day 1 of week 1 of 2nd term	50%	50%
Day 1 of week 1 of 3rd term	100%	0%

- **Complete withdrawal**

8. Students who completely withdraw from the University are not expected to return to their course and shall receive a refund in line with the mechanism set out above. Overseas students must also refer to paragraph 16 below.

- **Temporary withdrawal (Deferral/Suspension)**

9. Students who temporarily withdraw from the University who are, by definition, expected to return, the cancellation period does not apply. This applies to students deferring or suspending their studies. The fee to be paid for the year in which a student temporarily withdraws will be calculated accordingly.

10. Refunds will not be issued for students deferring or suspending their studies and any resulting credit will remain on the student's account and be carried forward to the following year to count towards further fees charged.

11. Where a student withdraws part way through a trimester/term, and re-enrols at the same point (during or after the same week the following year), they will be charged for any remaining study at the new fee rate. If the full fee was paid the previous year they must pay the inflationary increase for the remaining study.

12. If a student chooses to re-enrol earlier than the week the following year to which they withdrew, the University will charge for the additional trimester/term(s) of study at the new rate. If the School decides that a student must repeat any trimester/terms of study due to changes to the programme/curriculum, the University will not charge any more than 100% of the total for the combined period but inflationary increases may apply.

13. If the student re-enrols for the full academic year, they will be charged in full at the new rate. Before returning to the programme, it is the student's responsibility to make the necessary arrangements with the programme team and Head of HE Registry, including confirming their intended return date. The Registry will then communicate with the Finance Department to ensure that the correct fee is charged for the student when returning to study.

14. Students who temporarily withdraw their studies remain liable to pay any outstanding fees due to the University and re-enrolment will not be permitted until outstanding fees have been paid.

- **Retrospective Withdrawals**

15. Retrospective withdrawals shall not be permitted. As stated previously, it is the student's responsibility to notify the University of their withdrawal at the point at which they intend to leave the programme. Should there be exceptional mitigating circumstances which meant it was not possible to notify the University at the correct time, the Registrar will make a decision on refund.

- **Overseas Students**

16. Details for overseas students are as follows:

a) Refund of Deposit will be granted;

i. Where application for a Tier 4 visa is refused (documentary evidence of refusal will be required).

b) No refund will apply where:

i. a visa application is refused due to submission of fraudulent documents/deception, or

ii. incomplete or incorrect information has been provided as part of the admissions process.

iii. refunds may be made in cases of exceptional mitigating circumstances (documentary evidence may be required). See paragraph 27.

c) Refund of fees when a student completely withdraws;

i. refunds may be made in cases of exceptional mitigating circumstances (documentary evidence may be required). See paragraph 27.

ii. authorised refunds may not be paid until the University has evidence that the overseas student has returned to their home country or been granted a new period of leave by the Home Office (documentary evidence may be required).

iii. authorised refunds will be made in accordance with paragraph 7.

d) Temporary withdrawals of studies;

i. Fee arrangements for those overseas students with authorised temporary withdrawals will be made in line with paragraphs 9-13.

17. In circumstances where the University is requested to make a refund by a student, refunds will be issued in the currency requested on the refund form. In all cases, the risk stemming from currency fluctuations/conversions will be borne by the student.

18. Approved refunds will strictly be paid in the same method and to the same account as the money was originally received. Payment will be made to the student or sponsor and not to a third party. Evidence of payment and a copy of a bank statement will be required to verify details. This is to comply with money laundering regulations and no exceptions can be made.

19. The liabilities detailed in paragraph 7 apply.

### **Student Finance England (SFE) Loans**

20. The University must receive satisfactory evidence of financial assistance from SFE towards the cost of tuition fees by loan or grant. The student will be liable for fees until the University receives evidence and no refund shall be made to the student until the University has received the appropriate fee from SFE. If SFE loan applications are rejected, the student will remain liable for fees.

21. The University will retain SFE loans for students who are SFE funded and decide to completely withdraw. A complete withdrawal assumes a student will not return to study on the same course.

22. The complete withdrawal will be classed as a year's worth of funding used which is normally known as the 'gift year'<sup>1</sup>. Any overpayment from SFE will be returned to SFE. For students who are SFE funded and decide to temporarily withdraw, the University will retain SFE loans. A temporary withdrawal assumes a student will return and will therefore be instructed to return at the start of that term at the next available opportunity. If the student returns earlier than the point at which they withdrew, they may be liable for fees that SFE may not fund.

23. Please note that SFE tuition funds cannot be used for previous years' outstanding tuition or carried forward to subsequent years as SFE pays for specific study with a specific amount of funding for each academic year. For example if a student has an outstanding withdrawal charge of 25% in 2020/21 and is charged 75% in 2021/22 for the remaining study, students cannot use 2021/22 tuition funding for withdrawal charges in 2020/21. The temporarily withdrawn year will be seen as a year's worth of funding used, the 'gift year'.

### **Sponsored Students**

24. The University must receive satisfactory evidence of financial assistance from sponsors. Students will be liable for fees until the University receives evidence and no refund shall be made to the student until the appropriate fee has been received from the sponsor. Any overpayments from sponsors will be returned to the sponsor or carried forward to subsequent study on formal requests in writing.

25. Refunds will be calculated according to the mechanism set out in paragraph 7 above. It is the student's responsibility to ensure any agreed sponsorship of tuition fees is paid within **28 calendar days of enrolment**. In the event that a student's sponsor withdraws sponsorship or does not pay within 28 calendar days, the tuition invoice will be issued directly to the student during the period of enrolment and must be paid in seven working days.

### **Outstanding Fee Payments**

26. Once a withdrawal has been actioned, any outstanding fees shall remain on the student account and shall be pursued by the University or its collection agents, which may incur additional fees and may affect a credit rating.

### **Mitigating Circumstances**

27. In addition to the mechanism for fee refunds set out in paragraph 7, consideration shall be given to making complete refunds to students who have to withdraw due to exceptional mitigating circumstances. The University shall consider each case on merit, however, students must be aware that academic and financial difficulties are not normally regarded as acceptable reasons for

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<sup>1</sup> Students are normally entitled to funding for the standard length of a course plus one extra **year**. SFE often refers to it as a **gift year**. The **gift year** can be used to fund a repeat **year** of study. During this **year** students continue to be eligible for all the SFE loans and grants they usually receive

any refund. Please refer to the table below for acceptable and non-acceptable mitigating circumstances. This table is not exhaustive and such cases must be submitted to the Registrar for consideration.

<b>Acceptable/Not Acceptable Mitigating Circumstances (resulting in a complete withdrawal)</b>	
<b>Normally acceptable</b>	<b>Notes</b>
Recent (< 1 month) death of a "close" relative	"Close" means parents (& guardians), children and siblings, and a spouse/partner. It may include in-laws, grandparents and grandchildren if it can be shown that the relationship was very close, but not normally aunts, uncles, cousins etc.
Recent (< 1 month) diagnosed illness or serious accident of the student	Illness or accident affecting study. It should be an incapacitating illness or an unexpected deterioration in an ongoing illness or medical condition including serious mental health conditions. It also includes bone fractures and serious sprains; Medical certification must be obtained; self-certification is never acceptable as evidence of mitigating circumstances. Medical evidence MUST bear the GP's practice stamp and/or be on appropriate headed paper.
Recent (< 1 month) serious illness of a close relative	Please refer to notes above on the definition of "close".
Recent (< 1 month) unforeseen specific requirements	Specific requirements obstructing a student to continue with study that have been declared to the University within a month of enrolment and verified by programme team, Student Support or Learning Support.
Assessment Boards	Students who are not able to continue onto the next academic year following assessment boards are eligible for a refund of fees paid towards the academic year they are unable to progress onto.
<b>Non-acceptable</b>	<b>Notes</b>
Minor ailments and other conditions	Minor ailments where symptoms may be relieved by over the counter medication, sprains, long-standing medical conditions for which special arrangements could have been made or treatment anticipated and taken. Accidents/illnesses affecting relatives or friends (unless serious or the student is the sole carer).
Social	Difficulty integrating into University life or home-sickness. Decision to commence with employment rather than academia
Non-serious domestic or personal disruptions which could have been anticipated or planned	Moving house, holidays, weddings, religious festivals or other events where the student either has control over the date or may choose not to participate. Change of job or "normal" job pressure (exceptional crises at work might be acceptable), illness or death of pets.

Study related	Decision to transfer to an alternative institution. Computer difficulties, late distribution of materials by the programme team, delays in printing, photocopying. Issues with predefined timetabling of modules.
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## Closure of Programme

28. In the unlikely event of a programme being approved for closure unless there are exceptional circumstances the University will always plan to 'teach out' that programme in accordance with the [Procedure for Withdrawing or Suspending Higher Education Programmes](#). *[The programme continues to be accredited but no new students can be enrolled, and arrangements are in place to ensure all existing students can either complete their studies, or transition to a mutually agreed course at no disadvantage.]*

29. If the programme cannot continue, (for example it is a niche programme and the sole subject specialist is permanently unavailable with no possibility of replacement), then a full refund of tuition fees, paid to date in the current academic year, will be made.

## Compensation

30. Compensation will be paid to students in exceptional circumstances only and on a case-by-case basis. This will usually be as part of a settlement following a formal complaint being upheld and in accordance with the [Complaint Procedure for Students](#).

31. In the event of a programme being closed and not able to be 'taught out' the University will offer alternative programmes from the prospectus while also supporting students in finding alternative programmes with other HE providers. In these instances, payments of additional travel costs may be made for students affected who visit alternative providers to seek another programme/course.

32. Additional costs may also be met for students affected by a change in the location of their programme or funding provided to offset additional costs incurred by relocation (for example, additional childcare costs incurred).

33. Any applicants who have not yet enrolled at the University will not be entitled to compensation.

## Other information

34. Student bursaries (included in Terms and Conditions) will be honoured in accordance with the criteria in the HE Student Attendance Policy.

35. Refunds are drawn in Great Britain Pound Sterling (GBP).

36. Arts University Plymouth is not able to refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred.

37. The refund policy is that all credit or debit card refunds are issued back to the original credit or debit card (source) used when payments were made. Evidence of payment and a copy of a bank statement will be required to verify details. This is to comply with money laundering regulations and no exceptions can be made.

38. The date of withdrawal will be the date at which a completed withdrawal form is authorised by the Head of HE Registry. It is the student's responsibility to formally notify the University of their withdrawal at the point at which they leave the course.

39. Refunds for domestic and international bank transfers are made via the domestic BACS or international payment mechanism. They will be made to the bank account used (where possible) and the student's local bank will make any exchange necessary from GBP. Arts University Plymouth is not liable for any variance due to foreign exchange rate fluctuations.

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Related Statutes, Ordinances, & General Regulations	<ul style="list-style-type: none"> <li>• Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013</li> <li>• QAA Quality Code - Student Engagement</li> <li>• <a href="#">OfS Student Protection Plans</a></li> </ul>
Related policies:	<ul style="list-style-type: none"> <li>• Admissions Policy</li> <li>• Student Debt Policy</li> </ul>
Related procedures	<ul style="list-style-type: none"> <li>• Procedure for Withdrawing or Suspending Higher Education Programmes</li> <li>• Complaint Procedure for Students</li> </ul>
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