



## Refunds Policy FIN21

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**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.

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### 1. OVERVIEW

#### 1.1 Summary

The College's Academic Fees Refunds Policy is required to comply with relevant legislation such as the Consumer Credit Acts 1974 and 2006 as well as relevant funding body guidelines such as and the Apprenticeship Funding and Performance Management rules for training providers. For Higher Education students, this policy complies with the Office for Students Regulatory Framework and the associated Student Protection Plan.

The College's Academic Fees Refunds Policy applies to all students irrespective of the method by which the student is paying for their fees.

This policy should be read in conjunction with the Student Protection Plan, available at: <https://www.askham-bryan.ac.uk/higher-education/key-information-for-applicants>

#### 1.2 Further Information

Further information regarding this policy is available from the Director of Finance.

#### 1.3 Review

This document will be reviewed every two years by the Director of Finance and the Senior Management Team. This document will also be updated in accordance with any legislative changes, funding body guidelines and future amendments to the Student Protection Plan.

## 2. CANCELLATION BY THE COLLEGE

- 2.1 The College reserves the right to cancel the enrolment contract 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 and the College will either offer a place on an appropriate alternative course, assist the student to join an alternative or similar course at another institution or issue an appropriate refund of the fees paid.
- 2.2 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, and an appropriate refund will be made.
- 2.3 Where a course/programme of study is rescheduled by the College (for example, date/time) an appropriate refund will be made if the applicant can no longer attend and a suitable alternative course is not available.

## 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 Executive Director for Quality & Standards and raised and dealt with in accordance with the College's Customer Service Policy and Complaints Procedure QA7.

## 4. CANCELLATION AT THE REQUEST OF THE STUDENT

- 4.1 Any customer 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. CANCELLATION BY THE CUSTOMER WITHIN 14 DAYS

- 5.1 Customers have the statutory right to cancel their contract with the College within 14 days without giving any reason. Where written notification of contract cancellation is received by the College within 14 days, a refund of fees paid will be made and any remaining fees outstanding will be cancelled.
- 5.2 For full time Higher Education (HE) courses the statutory right to cancel the contract expires 14 days from the date we write to the student to confirm their place on the course following our receipt of their acceptance of the offer of a place at the College through UCAS.

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- 5.3 For full cost commercial courses the statutory right to cancel the contract expires 14 days from the date of the booking being confirmed.
- 5.4 For all other courses the statutory right to cancel expires 14 days from the date when the College accepts the student on the course.

## 6. CANCELLATION BY THE CUSTOMER AFTER 14 DAYS

Cancellation after 14 days – Further Education and Higher Education courses (Non-Apprenticeship):

- 6.1 After the statutory 14-day cancellation period has elapsed, if a student is enrolled on a full-time course AND if the withdrawal is 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.

Cancellation after 14 days – Apprenticeship courses:

- 6.6 Refund 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.
- 6.7 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.

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## 7. REFUNDS OF NON-TUITION FEE CHARGES

7.1 Non-tuition fee charges such as cost of trips, clothing, etc 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.

## 8. COURSE TRANSFERS

8.1 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 automatically be refunded with the difference.

8.2 Payments for non-tuition fee charges will only be transferred at the discretion of the Head of Department.

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 Head of Department, 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. TRANSFERS OF HIGHER EDUCATION STUDENTS

9.1 The following rules apply to transfers where a student:

- transfers from a course the College has closed to an alternative HE course: the difference will be paid by the College
- transfers to a HE course with the same tuition fee: no charge will be made
- decides to transfer from a HE course to a HE course with a higher tuition fee: the student will pay the difference between the course tuition fees.

9.2 Where it is necessary as a result of action by the College (such as course closure) for students to transfer to an alternative provider, the College will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.

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- 9.3 The College's priority will always be to ensure that students receive the education experience outlined in College course information (whether online or in hard copy format). Where, as a result of an investigation through the College's Customer Service Policy and Complaints Procedure, it is concluded that this has not been the case, appropriate financial or other compensation may be offered. (See Section 3.1 of this Policy)
- 9.4 The College is cognisant of Office of the Independent Adjudicator for Higher Education (OIA) guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience. Any payments over £3,000 will only be considered in exceptional circumstances.

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