

Student Fees, Refunds & Compensation Policy

1 Introduction

- 1.1 This policy should be read in conjunction with the relevant *Terms & Conditions* that the applicant/student will have signed. The relevant *Terms & Conditions* are reproduced in full on both the *Offer Letter & Registration Form* and the *Enrolment Form*.
- 1.2 Where a student is investigating the possibility of *Compensation*, it is advisable to do so with reference to the Art School's *Student Protection Plan*.

2 Context

- 2.1 The *Student Fees, Refunds & Compensation Policy* has been written with due regard the compliance advice, *Higher Education: consumer law advice for providers*, published by the Competitions & Markets Authority (CMA) in 2015

3 Tuition Fees

- 3.1 The primary fee payable for a student's course is the *Tuition Fee*, and this is the fee which is governed by legislation and may be controlled by the Government or other funding body.
- 3.2 **Fee Status**
- 3.2.1 The rate of fee charged will vary according to the funding and *Fee Status* of the student. There are two distinct *Fee Statuses*:
- Home/EU
 - International
- 3.2.2 Determining your fee status depends on whether you meet certain criteria. The process of determining the applicable fee is termed *Fee Assessment* and is managed by *Admissions*.

Note *Further information about fee assessment can be found on the Art School website, under How to apply on each course page.*

3.3 **Part time Fees**

Where a course is offered both full and part time, the overall course fee for the Part Time course is slightly higher at 6% for Home/EU students and approximately 6.45% for International students.

3.4 **Unit Fees**

Where courses can be undertaken unit by unit (ie, as Continuing Professional Development – CPD), the pricing of units is pro rata to the credit value of the unit, plus 10%, rounded up to the nearest £10.

4 **Additional Costs**

4.1 There are additional costs that will be incurred when studying any course. Some costs, such as rent and travel can be clearly quantified by the student, while others, such as those associated with individual students use of materials for final shows, are more open-ended.

4.2 The Art School recognises that it is important that wherever possible information about such additional costs should be communicated, as clearly as possible, to applicants and students.

Note *Further information about additional costs can be found on the Art School website, under What fees would I Pay? on each course page.*

4.3 **Successful Application Processing Fees**

4.3.1 In addition to *Tuition Fees* students on full and part time courses are charged a *Successful Application Processing Fee* (SAPFee). The SAPFee is set at approximately 3% of the Tuition Fee and is charged on acceptance of an Offer of a place.

4.3.2 After acceptance of a place, should a student decide to revoke their acceptance or not enrol for their course, the SAPFee cannot be refunded.

4.4 **Additional Fees**

4.4.1 Undergraduate courses are currently subject to a regulated fee, and guidance is provided by the Government as to what fees, if any, can be charged to Home/EU students on top of the *Tuition Fee*.

4.4.2 The Art School will never charge students a fee that does not comply with the relevant statutory requirements.

4.4.3 Where an additional fee is charged, it will be at the same rate for all students on that course irrespective of *Fee Status*.

5 Home/EU Deposits

- 5.1 A *Deposit* of £500 is also charged to Home/EU students on acceptance of a place but forms part-payment of your *Tuition Fees*.
- 5.2 After acceptance of a place, should a student decide to revoke their acceptance or not enrol for their course, the Deposit may be refunded.

6 How To Pay Home/EU Fees

- 6.1 All fees are charged in GBP/£ (pounds sterling) and should be paid in full at, or by, enrolment unless:
- evidence of sponsorship is available; OR
 - the student is entitled to pay their fees in instalments.
- 6.2 Payment may be made by post or in person at or before enrolment by:
- Cheque
 - Credit/Debit card (Visa/Delta, MasterCard, Maestro and Electron cards)
 - Bank transfer
 - Internet banking
 - American Express
- 6.3 The Art School does not accept payment of fees with cash, except by prior agreement.
- 6.4 ***Bank Transfer (BACS)***
- 6.4.1 The Art School prefers to receive payments via BACS, provided all charges are met by the payer.
- 6.4.2 The eight figure *payment reference* should comprise the first four letters of the student's family name and the first four letters from their given name.
- 6.5 ***Debit/Credit cards***
- 6.5.1 The Art School may also accept payment by debit or credit card.
- 6.5.2 The *payment reference* should comprise the first four letters of the student's family name and the first four letters from their given name.
- 6.6 ***Cheque***
- 6.6.1 Please ensure cheques are made out explicitly to, ***City & Guilds of London Art School Ltd.*** The Art School is only able

- to bank cheques that detail its full and correct title of business.
- 6.6.2 The student's name and address should be clearly written on the reverse of the cheque.

6.7 **Home/EU Fees Payment by Instalment**

- 6.7.1 It may be possible to arrange *Payment by Instalment* for Home/EU Tuition Fees.
- 6.7.2 *Payment by Instalment* should be agreed with the Head of Finance before enrolment.
- 6.7.3 *Payment by Instalment* does not affect a student's liability for the full tuition fee for the relevant academic year in the event of withdrawal from the course.
- 6.7.4 Where *Payment by Instalment* is agreed and the student takes a full or partial year out from their course, the Art School will expect to continue collecting payments under the terms of that instalment arrangement.
- 6.7.5 In exceptional circumstances the student can request suspension of the instalment arrangements until they return to their course.
- 6.7.6 Failure to meet the terms of a *Payment by Instalment* agreement may result in the suspension of the student's registration and student status.
- 6.7.7 Outstanding payment of instalments will prevent progression from one academic year to the next.

7 **How To Pay International Fees**

- 7.1 All fees are charged, and should be paid, in GBP/£ (pounds sterling). The Art School will not be liable for any charges levied by a third party.
- 7.2 International students are required to pay both the SAPFee and Tuition Fee in full on acceptance of an offer of a place by:
- Cheque
 - Credit/Debit card (Visa/Delta, MasterCard, Maestro and Electron cards)
 - Bank transfer
 - Internet banking
 - American Express
- 7.3 The Art School does not accept payment of fees with cash, except by prior agreement.

7.4 **Bank Transfer (BACS)**

7.4.1 The Art School prefers to receive payments via BACS, provided all charges are met by the payer.

7.4.2 The eight figure *payment reference* should comprise the first four letters of the student's family name and the first four letters from their given name.

7.5 **Debit/Credit cards**

7.5.1 The Art School may also accept payment by debit or credit card.

7.5.2 The *payment reference* should comprise the first four letters of the student's family name and the first four letters from their given name.

7.6 **Cheque**

7.6.1 Please ensure cheques are made out explicitly to, **City & Guilds of London Art School Ltd**. The Art School is only able to bank cheques that detail its full and correct title of business.

7.6.2 The student's name and address should be clearly written on the reverse of the cheque.

7.7 **Instalment Payment**

It is not possible for International fee status students to pay their fees by instalment.

8 **Cancellation Rights** (as per the Terms & Conditions)

8.1 You may cancel your Registration within 14 days, without giving any reason, by informing us by a clear statement. This right to cancel reflects your legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You may use the model cancellation form, though it is not obligatory, that can be found on our website at www.cityandguildsartschool.ac.uk. If you do use the model form you can send it by post to *Admissions, City & Guilds of London Art School, 118-124 Kennington Park Road, London SE11 4DJ* or email it to admissions@cityandguildsartschool.ac.uk. You may also write to us at these postal and email addresses.

8.2 You may cancel the Contract if:

- we break the Contract in any material way and do not correct the situation within 14 days of you asking us in writing to do so;
- an Event Outside Our Control prevents us from providing the Services (or an alternative) to you for 2 weeks or more; or

- an event or circumstances outside your reasonable control (such as illness) prevent you from undertaking the Course for a period of 16 continuous weeks or one academic term (whichever is the shorter).
- 8.3 If you wish to withdraw from the Course and receive a refund of the Fees in any other circumstances, then we will consider your request in accordance with our guidelines for refunds.

9 Fee Liability

- 9.1 Students should meet all obligations associated with the Art School and course in full, including the payment of all fees related to the course, in order to progress or complete their Art School education satisfactorily.
- 9.2 A student with outstanding tuition fee liabilities may not have access to the Art School's learning resources and IT facilities and will be excluded from learning activities until payment or explicit agreement has been effected.
- 9.3 Where a student does not pay their outstanding tuition fee liabilities to the Art School within a reasonable time, the Art School reserves the right to expel them from the Art School, terminate the Contract between them and the Art School.
- 9.4 Having an outstanding *tuition fee* liability will affect a student's ability to progress to the next year of their course or to receive their certificate or transcript.
- 9.5 Where a student withdraws from a course after the official start date, they are liable for the full year's fee, except in those circumstances described in the Enrolment Terms & Conditions, and as follows:
- 9.5.1 Where a student withdraws from a course at a recognised exit point (eg, the PgDip stage of a Masters) their fee liability will be restricted to the relevant proportion of the overall course fee, provided they have given written notice of their intention six (6) weeks prior to their intended completion.
 - 9.5.2 In the unfortunate event of the death of a current student, any outstanding fee liability will be waived: where it is deemed appropriate the Art School will negate the requirements to provide a death certificate.

10 **Fee liability when transferring course**

10.1 ***To another Art School course***

10.1.1 Where a student transfers mid-year to a different mode of study, or a different course within the Art School then the fee paid will be carried over.

10.1.2 Where the rate of fee for the two courses is different than a pro rata calculation for each period of study will determine whether the student needs to:

- Pay the balance due; OR
- Receive a refund

10.2 ***To another institution***

10.2.1 Where the transferring student has taken out an SLC loan to cover their tuition fees then the fees will continue to be paid to the institution where the student is studying on each specified termly census date.

11 **Exceptional Fee Payment Arrangements**

11.1 Any student experiencing financial difficulties during the course of the academic year should consult the Access to Learning Department and the Head of Finance as early as possible to explore whether any ameliorating arrangements can be made.

11.2 ***Political difficulties affecting payment of fees***

There may be some students who encounter difficulty with the payment of their fees through political or other reasons beyond their control. Any student in such a situation should discuss their case with Admissions and the Head of Finance at the earliest possible instance.

12 **Grants & Financial Awards**

12.1 The Art School currently offers a number of scholarships, bursaries and other awards which cover all or part of a student's fees. Eligibility criteria vary and depend on the level of the course (postgraduate, undergraduate or FE). The Art School website should be consulted for further information on application requirements.

13 Refunds

- 13.1 Refunds are only permissible in certain circumstances prior to the commencement of studies.
- 13.2 International students are not entitled to the refund of tuition fees after the Art School has issued a Confirmation of Acceptance for Studies (CAS) number.
- 13.3 If a student wishes to withdraw from their course after its official start date – irrespective of whether they have enrolled – they will not be entitled to a refund on any fees paid in advance and may be pursued for full payment of any year’s fees outstanding.
- 13.4 Following *Registration* but prior to *Enrolment* a place on a course can be forfeit, and a refund of any tuition fees received are permissible, provided the Art School receives in writing a Cancellation of Contract request, for which the Model Cancellation Form can be used, see Annex A.
- 13.5 The written notification must be received by the Art School at least six (6) weeks before the start of the course, unless the Art School offer of a place was received eight (8) weeks or less before the start of the course, in which case the written notification must be received within fourteen (14) days of the original formal acceptance of a place.
- 13.6 Where a refund is agreed it will be made payable to the individual or organisation that originally paid the fees. If a third party paid a fee deposit on behalf of an applicant or student then any refund is made to the third party.
- 13.7 To comply with money laundering regulations, refunds can only be made to the account from which the original payment was made and will be paid in GBP /pound Stirling.
- 13.8 Any bank charges or currency conversion costs incurred in making a refund shall be borne by the student or the third party receiving the payment.
- 13.9 The Art School would expect refunds to be approved and processed within 21 days of having received the *Cancellation of Contract* request

14 Compensation

- 14.1 In accordance with the requirements of the Higher Education & Research Act 2017 the Art School maintains a *Student Protection Plan* that outlines the actions the Art School will take to protect students' interests where a material change could threaten the continuity of their studies. The plan assesses the risk of significant changes occurring, and describes the measures to be taken to mitigate, reduce and manage those risks.
- 14.2 In the unlikely event that the Art School was not able to preserve continuation of study or where students have to transfer to a different course of study within the Art School, the payment of compensation for tuition and maintenance costs will be considered.
- 14.3 ***Making a claim for compensation***
- 14.3.1 Compensation has to be actively requested by those that believe they have been affected sufficiently to receive compensation.
- 14.3.2 Applications for compensation should be made to the Head of Academic Affairs & Quality. They should contain as much information as possible and the basis for any estimates of costs should be clearly set out.
- 14.3.3 Each application for compensation will be considered on a case-by-case basis relative to the student. Claims will be considered within 28 days and the outcome will be communicated to each applicant in writing.
- 14.3.4 When deciding whether to award compensation, or not, the Head of Academic Affairs & Quality will consider the following factors:
- The course of study and the student's circumstances for non-continuation;
 - Whether any measures, such as *Teach Out*, were put in place by the Art School and the nature of those measures;
 - Whether a student has to repeat, or transfer, any period of study and if so the tuition fees and maintenance costs expected to be incurred;
 - Whether any relocation and/or additional travel costs have been incurred;
 - The extent, if any, of the distress and inconvenience that has been caused by the Art School

15 **Complaints & Appeals**

- 15.1 If an applicant/student is dissatisfied with the Art School's *Fee Assessment*, they should request the written *Fee Assessment Reasoning* from Admissions.
- 15.2 If an applicant/student is dissatisfied with the Art School's assessment of their claim for *Compensation* they should request the written *Compensation Assessment Reasoning* from the Head of Academic Affairs & Quality.
- 15.3 If an applicant/student wishes to challenge the *Fee Assessment Reasoning*, or they wish to make a complaint about a fee-related matter, in the first instance they should contact the Art School's Admissions Officer. This will be considered as the informal resolution stage.
- 15.4 If an applicant/student wishes to challenge the *Compensation Assessment Reasoning*, in the first instance they should contact the Head of Academic Affairs & Quality. This will be considered as the informal resolution stage.
- 15.5 If the applicant/student is dissatisfied with the outcome of the informal resolution stage the student should invoke the Art School's complaints and appeals procedure, which is set out on the Art School's website and Moodle.

16 **Policy Review**

- 16.1 This Policy will be formally reviewed by Academic Board every 5 years. In order to incorporate any changes to national and/or institutional requirements in the interim, it will additionally be reviewed annually, in conjunction with the standard Art School Terms & Conditions, by the Head of Academic Affairs & Quality on behalf of the Academic Board, and any updates reported to Academic Board for formal approval.

to: Admissions, City & Guilds of London Art School

address: 118-124 Kennington Park Road, London SE11 4DJ

email: admissions@cityandguildsartschool.ac.uk

Cancellation

I hereby give notice that I cancel my contract for the supply of the following service:

Course:

Start date:

Personal details

Title /honorific: *Given name:* *Known as (if different):*

Middle name(s): *Family name:*

Contact details

Postal address

Electronic contacts

line 1: *mobile:*

line 2: *telephone:*

line 3: *email:*

postcode:

Declaration

Print:

Date: *Signature:*

Print off and send this form to Admissions, City & Guilds of London Art School, 118-124 Kennington Park Road, London SE11 4DJ or scan it and email it to admissions@cityandguildsartschool.ac.uk. Alternatively, you can e-mail us with your cancellation request to admissions@cityandguildsartschool.ac.uk.