

## Student Fees & Refunds Policy

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### 1. Introduction

This policy should be read in conjunction with the relevant Terms & Conditions that the applicant/student will have signed.

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

### 2. Tuition Fees

The primary fee payable for a student's course is the Tuition Fee. The Art Academy is currently an independent institution and not subject to regulation with regards to fee levels.

The Art Academy is unable to accept international students without the right of UK residency and therefore currently only sets one (home) fee rate. Current fees are listed on the relevant programme page of the Academy's website

#### 2.1 Part Time Fees

For both the Foundation and degree programmes, the overall course fee for the Part Time mode is currently slightly higher than those for the Full Time mode of study. In both cases this is due to extended access to studio space (compared to FT students over the duration of the programme) and in the case of the degree PT students, more tutor contact hours over the duration of the programme.

#### 2.2 Retakes and Resits

Resits (of modules) are normally undertaken by the student independently and do not usually incur further tuition fees. Where a student is required to retake module(s) or a stage/level (only in line with the academic regulations) further tuition fees will be payable, since the student will essentially be repeating that part of their programme. These will be calculated pro-rata in line with the credit value of the module or stage. The fee rate used for this calculation is subject to inflationary adjustment.

#### 2.3 Additional Costs

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

The Art Academy recognises that it is important that wherever possible information about such additional costs should be communicated as clearly as possible to applicants and students. Further information about additional costs can be found on the website under the 'Fees, Bursary and Funding' section of each programme page. Information relating to additional costs is also contained within the relevant Terms & Conditions for each programme.

## **2.4 Deposit**

A Deposit is currently charged on acceptance of a place on all programmes. The deposit is deducted from the first year's tuition fee. Charges can be found on the website under the 'Fees, Bursary and Funding' section of each programme page. Information relating to deposits is also contained within the relevant Terms & Conditions for each programme.

Deposits are refundable if an applicant decides to withdraw within 14 days of accepting the offer of a place. Beyond the 14 day cooling off period, should a student decide to withdraw prior to enrolment, the Art Academy reserves the right to retain the deposit. Where a student commences the programme within the 14 day cooling off period and decides to withdraw, the Art Academy reserves the right to retain their deposit.

For degree students, a further deposit is required prior to the start of a student's final year of study, for their graduate exhibition. This deposit is refundable upon the satisfactory removal of the student's graduate exhibition installation. Should a student fail to satisfactorily remove their graduate exhibition installation and the Art Academy incurs costs for the disposal of materials and/or repair work to the exhibition space (building), this deposit will be retained by the Academy. Where the Academy incurs costs above the deposit amount, the student will be liable for the additional costs. Some students may be exempt from this deposit requirement, but the Academy reserves the right to seek redress for any financial losses incurred by the student's failure to satisfactorily complete any tasks required to return Academy premises and property to its former condition after their graduate exhibition, in all cases.

## **2.6 Payment of fees**

Fees must be paid by bank transfer

### **2.6.1 Sponsored Students**

Where a student's fees are being paid by a sponsor organisation, regardless of programme enrolment, they will be classed as a self-financing student.

The student must provide a purchase order or sponsorship letter from the organisation before enrolment. Sponsoring organisations will be invoiced following the enrolment of a student and payment of the total tuition fees for the academic year is due immediately. Where tuition fees are not paid in full on time, the Art Academy reserves the right to charge interest on any overdue debt each month until the debt is paid. If a sponsor fails to pay the fees, the student will become liable for any unpaid amounts. Parents, family and friends do not count as sponsors for this purpose.

## **2.7 Payment of fees by instalment**

Payments made termly incur a 5% surcharge.

Longer, individually agreed monthly payment plans are subject to a 10% surcharge. Longer payment plans are not applicable to the Certificate programme.

Payment by instalment does not affect a student's liability for the tuition fee (as set out in their T&Cs) due upon withdrawal from the programme.

Where payment by instalment is agreed and the student takes a full or partial year out from their programme, the Academy will expect to continue collecting payments under the terms of that instalment arrangement. In exceptional circumstances, the student can request suspension of the instalment arrangements until they return to their programme.

Failure to meet the terms of a Payment by Instalment agreement may result in the suspension of the student's registration and student status.

Outstanding payment of instalments will prevent progression from one academic year to the next.

## **2.8 Currency**

All fees are charged, and should be paid, in GBP/£ (pounds sterling). The Art Academy will not be liable for any charges levied by a third party.

## **2.9 Fee liability**

Students should meet all obligations associated with the Academy and their programme in full, including the payment of all fees related to the programme, in order to progress or complete their education satisfactorily.

A student with outstanding tuition fee liabilities may not have access to the Academy's learning resources and IT facilities and will be excluded from learning activities until payment or explicit agreement has been effected.

Where a student does not pay their outstanding tuition fee liabilities within 28 days of a demand, the Academy reserves the right to expel them and terminate the Contract between them and the Art Academy.

Where a student with outstanding tuition fee liability has not agreed, or fails to maintain, a schedule for clearing their debt, the Academy reserves the right to instigate debt recovery (through the courts or via an appropriate agency).

Having an outstanding tuition fee liability will affect a student's ability to progress to the next year of their programme or to receive their certificate or transcript.

### **2.9.1 Fee liability when transferring programme (internally)**

Where a student transfers mid-year to a different mode of study or a different programme within the Academy then the fee paid will be carried over.

Where the rate of fee for the two programmes is different, then a pro rata calculation for each period of study will determine whether the student needs to:

- Pay the balance due; OR
- receive a refund

## **2.8 Exceptional Fee Payment Arrangements**

Any student experiencing financial difficulties during the course of the academic year should consult the Academic Programme Manager as early as possible to explore whether any arrangements can be made.

There may be some students who encounter difficulty with the payment of their fees through reasons beyond their control. Any student in such a situation should discuss their case with the Academic Programme Manager at the earliest possible opportunity.

## **2.9 Bursaries**

The Art Academy offers bursaries (partial fee waivers) for some programmes. The Terms & Conditions for bursaries are detailed in bursary agreements, which must be renewed each academic year.

The website contains details of bursary schemes in the 'Fees, Bursary and Funding' section of each programme.

## **2.10 Interruption of study**

There may be circumstances in which a student may request a full or partial year out from their studies (in line with the academic regulations relevant to their programme). Where such a request receives academic approval then as long as there is no repeated period of study, the tuition fee originally paid will be held over to cover the delayed period of study. Any inflationary adjustment to the standard fee due for the delayed year of study will need to be paid.

## **2.11 Tuition fee increases**

The Art Academy reviews its fees on an annual basis, but will endeavour not to increase fees for enrolled students from year to year other than to account for the annual rate of inflation.

Where a programme lasts more than one academic year then, unless stated otherwise, the Academy reserves the right to make an inflationary adjustment to the tuition fee payable in the second and any subsequent year. The amount of any increase will be determined by the prevailing or expected inflation factors faced by the Academy at the time of setting the fee rates for the relevant academic year. Students will normally be notified of the fees for the following academic year on or around April 1st.

The level of any inflationary increase will be capped at a maximum annual increase of 5%.

## **3. Refunds**

### **3.1 Refunds prior to the commencement of studies**

Refunds are only permissible in certain circumstances prior to the commencement of studies:

- Once a student accepts an offer of a place, they have a statutory right to cancel the contract and revoke their acceptance of the offer within a 14 calendar day “cooling-off”, statutory cancellation period. In this instance all monies will be refunded, including the deposit.
- Where an applicant decides to revoke their acceptance of the place beyond the statutory cancellation period, no tuition fees will be payable and any fees paid will be refunded. In this instance the Academy reserves the right to retain the deposit.

### **3.2 Refunds after the official start date of the programme**

If a student wishes to withdraw from their course after its official start date, they will be liable for a portion of the tuition fee.

- If you withdraw within the first four\* weeks of the start date of your programme (this includes induction week), you will not be liable for tuition fees and will receive a full refund of any contribution towards any annual tuition fees paid (excluding the deposit).
- After the first four\* weeks, but before the end of term one, 25% of the full year tuition fee is payable.
- During term two, before the start of term three, 50% of the full year tuition fee is payable.
- During term three 100% of the full year tuition fee is payable.

\*three weeks for the Certificate programme (which does not have an induction week).

### **3.3 Refunds under the Student Protection Plan**

Students on the Academy’s degree programmes may be eligible for compensation in the event the Academy is no longer able to preserve the continuation of their studies. All assessments for refunds/ compensation will be made on a case by case basis. Students may be asked to demonstrate evidence of loss and/ or increase costs.

Please see the Student Protection Plan. This policy is available on the Website and internally via the Academy’s VLE, Moodle.

#### **3.3.1 Where the Academy discontinues but ‘teaches out’ a degree programme**

The Art Academy will not normally refund any tuition or other fees, or offer any compensation, where it is able to teach out a course except where there are exceptional circumstances – for example where reasonable adjustments are required for individuals that can no longer be met.

### **3.3.2 Where students are transferred to another provider**

The Art Academy will not normally refund any tuition or other fees in such situations. Students would be responsible for the payment of any future tuition fees due to the new provider, but only to the extent that the fees did not exceed those which a student would have paid to the Academy. If the fees of the new provider are higher than those which the student would have paid to the Academy, compensation will be considered if fair and lawful.

### **3.3.3 Where students are transferred to another location (without appropriate notice)**

The Art Academy may provide compensation for travel costs for travelling to an alternative location, depending on the location of the alternative premises and on the availability of public transport or other transport arrangements. Where appropriate, compensation for additional accommodation, maintenance or other costs may be considered.

### **3.3.4 Where the Academy is unable to make any alternative teaching arrangements to enable continuation of study**

The Art Academy will, if fair and lawful, normally:

- unless an alternative qualification is awarded, refund tuition fees (or a proportion thereof) incurred in relation to the degree programme on which students are registered;
- refund any appropriate losses incurred in relation to accommodation or maintenance costs (depending on the students' individual circumstances);
- refund any other appropriate losses directly incurred by students which enable students to study on the degree programme, such as the costs of obtaining a visa (these being dependent on the students' individual circumstances).

## **3.4 Payment of refunds**

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 or deposit on behalf of an applicant or student then any refund is made to the third party.

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 Sterling.

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.

Refunds will normally be processed within 21 days of authorisation.

## **4. Complaints and Appeals**

If an applicant/student is dissatisfied with the Academy's fee assessment, they should contact the Admissions Administrator in the first instance to request a written explanation. 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 Admissions Administrator. This will be considered as the informal resolution stage.

If a student is dissatisfied with the Academy’s assessment of their claim for compensation they should request the reason for the assessment in writing from the Director of Quality & Student Experience. If a student wishes to challenge the compensation assessment reasoning, in the first instance they should contact the Director of Quality & Student Experience. This will be considered as the informal resolution stage.

If the applicant/student is dissatisfied with the outcome of the informal resolution stage the student should invoke the Academy’s student complaints procedure. This policy and procedure is available on the Website and internally via the Academy’s VLE, Moodle.

## 4. Policy Review

This policy will be reviewed annually in conjunction with the student Terms & Conditions for each programme, by the Director of Quality & Student Experience to ensure that the documents are up to date in respect to any changes to relevant regulations. Any significant changes to either document will be signed off by the Executive Team, Academic Board and Board of Trustees.

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### Policies and documents that supplement and reference this document:

- Terms & Conditions (academic programmes)
- Student Complaints Policy and Procedure
- Withdrawal and Interruption of Study Policy

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