

## *Student Fees and Refund Policy*

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<b>Bodies consulted:</b>	<b>Trust Education and Training Executive</b>
<b>Lead Manager:</b>	<b>Head of Academic Governance and Quality Assurance</b>
<b>Responsible Director:</b>	<b>Dean of Postgraduate Studies / Director of Education and Training</b>
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## **Student Fees and Refund Policy**

1. This policy should be read in conjunction with the Terms and Conditions of Study dated the academic year when a student first enrolled for their course. It should also be read in conjunction with the Trust's Student Protection Plan which will be published once approved by the Office for Students (prior to publication the Student Protection Plan for the validating university, if applicable, should also be consulted).
2. Student fees vary according to nationality and country of normal residence. Student fee status is determined at the point of application and does not change for the duration of the programme of study. Fee status will be re-assessed for each new programme which students apply for.
3. Fee status is assessed in line with the relevant English legislation, currently Education (Fees and Awards) (England) Regulations 2007. Its application is made following guidance issued by UKCISA (UK Council for International Student Affairs) which also provides advice to applicants and students. Students who dispute the fee assessment made by the Trust may make an appeal through the Trust's complaint process as described in the Student Admissions Procedure.
4. Students will be charged fees for each academic year of study. Students who have completed the formal taught part of their programme, but who need to continue with supervisions, seminars or tutorials will be charged an adjusted fee. Doctoral students who have post-viva voce corrections to be submitted for a period beyond three months will be required to pay a fee. Students will be required to pay a fee for any part of a programme of study which they are repeating.
5. Students are required to pay fees either at the point of registration each year or in instalments as specified by the Terms and Conditions of Study. Where a student's fees are funded by an external body (known as a "sponsor"), these requirements remain the same, however the sponsor makes the payments. Should a sponsor fail to make payments, fee liability remains with the student. Overseas students who are funding their own studies will normally be required to make an advanced tuition fee payment as part of the admissions process.
6. The Trust will refund advanced fees to international applicants where it is subsequently unable to issue a Confirmation of Acceptance Letter.
7. In the event that students do not complete enrolment, advance fees will be refunded in accordance with the Terms and Conditions of Study. For overseas students, fees will be refunded where:
  - a. the student did not start their programme of study; and
  - b. a visa application was submitted after the fee was paid and applies to the same academic year as the student's unconditional offer; and
  - c. a visa application was made using an offer letter or CAS issued by the Trust; and

- d. a student provides the Trust with a full copy of the visa refusal letter; and
- e. the student has taken all reasonable steps to overturn the refusal decision; and
- f. the refusal was not the result of a foreseeable error on behalf of the student or their agent; and
- g. the refusal did not result from fraudulent or misleading information submitted by the student or their agent; and
- h. the fee was paid within the last two years.

8. Students making applications to the Student Loans Company for postgraduate or doctoral loans may be allowed to pay a nominal fee amount at registration with the remainder becoming due once the loan is approved. Students whose loan application is unsuccessful will be liable for the tuition fee.

9. In the Terms and Conditions published by the Trust each year, fee liability dates will be published to let students know how much they will be required to pay if they need to withdraw from their studies. Students who have extenuating reasons for withdrawal may submit these to Student Registry at the Trust ([studentregistry@tavi-port.ac.uk](mailto:studentregistry@tavi-port.ac.uk)). Fee liability may only be waived by approval of the Director of Finance, and students may be asked to provide evidence of extenuating circumstances.

10. Students who take a period of intermission remain liable for fees according to the liability dates. If students take an intermission whilst still being liable for future instalments, these will be collected when the student returns to study. If a student does not return, they will be required to pay the outstanding instalments according to the fee liability dates in the academic year when intermission (withdrawal) began. This date cannot be before they submitted their formal intention to intermit to the Trust.

11. All refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee. Payment by card will be refunded to the original card used for payment.

All refunds will be calculated in UK sterling. The University will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges involved.

Where payment of tuition fees was split between more than one payee, any refund due will be made in the proportion to the original split.

Cash or cheque refunds will not be made.

12. Students who dispute their fee liability or their fee amount should raise their concerns through the Admissions Team (if they are still an applicant) or Student Registry (if they are a provisionally enrolled student). Should they continue to be dissatisfied as a result of these discussions, they may raise concerns using the Trust's Student Complaints Procedure.

13. The Trust will take active steps in every eventuality to ensure that students are able to complete their course of study and will seek to treat

students fairly and in accordance with its terms and conditions, regulations, policies and procedures.

14. In situations where a student has been unable to resolve issues with the appropriate administrative team and they then wish to raise a complaint, the complaint will be dealt with through the Student Complaints Procedure. Where the complaint is upheld, the possible outcomes will be proportionate to the circumstances and may include recommendations aimed at providing redress for the individual student as well as proposals for change in order to improve Trust policy and practice. Possible remedies for the student include an apology, explanation and/or practical remedies wherever possible. Any cases for compensation and/or refunds will be considered in accordance with the principles and guidance issued by the Office of the Independent Adjudicator for Higher Education (OIA).

15. At times, a change in circumstances may mean that education and training is offered by an alternative means which allows students to meet programme requirements and learning outcomes. Such changes will be made as stated in the Trust's Terms and Conditions of Study. Where such changes are made and learning outcomes can still be met, students will not ordinarily be offered a refund or reduction of tuition fees.

16. In exceptional cases, where an unanticipated change in circumstances means the Trust is not able to provide continuity of study for some or all of its students, the Trust will determine the action to be taken to remedy the situation. Changes will be made in reference to the Trust's Terms and Conditions as well as a published Student Protection Plan and any similar plan published by a validating university. This may mean that in cases where a number of students are potentially affected, a separate streamlined process, specific to the circumstances of the change, is established. In such cases, the affected students will be notified of the process, and the actions that both they and the Trust will need to take and any cases for compensation and/or refunds will be considered in accordance with this policy and in line with the principles and guidance issued by the OIA.

17. In the unlikely event that the Trust is unable to make any reasonable alternative teaching arrangements to enable continuation of study and all other alternatives have been exhausted, the Trust will:

- a) refund an appropriate proportion of the tuition fees in relation to the course on which the student is registered;
- b) consider refunding any appropriate losses incurred by the student in relation to accommodation, transport or maintenance costs. Students may be asked to produce documentation to evidence the costs they have incurred or will incur.

18. In incurring any additional costs, students will be expected to take reasonable steps to minimise any costs or losses. The Trust will not compensate students for costs that could have been avoided or not incurred.

19. In cases where a student or group of students are not satisfied with the action taken by the Trust, their concerns will be managed in accordance with the Student Complaints Procedure.

20. In exceptional circumstances, the Trust may also make a payment in acknowledgement of inconvenience, disappointment or lost time. The Trust will take into consideration guidance from the Office for the Independent Adjudicator, in considering whether such payments may be appropriate.

21. In all cases, where the Trust is able to provide continuity of study leading to the advertised award, the Trust will not normally refund any tuition or other fees, or offer any compensation, except where there are exceptional circumstances.

Examples of exceptional circumstances include: a change of location resulting in increased travel or accommodation costs; and/or where an additional reasonable adjustment is required for an individual under the Equality Act. Any such cases will be considered on an individual basis.

22. Applicants who have accepted a place at the Trust on a course which is then closed, but who have not yet commenced study on the course, will be offered advice and support to help them decide whether or not to apply for a different course at the Trust or to seek a suitable alternative. Fees will be refunded where they have been paid and the course is then closed and no suitable alternative is available at the Trust.

23. The Trust will not compensate postgraduate research students who elect to move to another institution with their original supervisor, or who reject any reasonable offer of alternative supervisory arrangements.