



# Empire College London

## Refund and Compensation Policy

- 1.1 The College aims to deliver a high quality further and higher education provision, in line with the requirements of students and external bodies.
- 1.2 The College will provide students with as much clarity as possible about the content of their course before the start date in each academic year and will aim to minimise changes to the course of study which may result in disruption to students during the academic year.
- 1.3 The College aims to provide a clear and simple framework, for students to understand when they may be entitled to a refund of tuition fees or compensation.
- 1.4 This policy sets out the approach the College will take when considering refunds of tuition fees and compensation for students.
- 1.5 This policy applies to all higher education students including:
  - Students in receipt of a tuition fee loan from the Student Loans Company;
  - Students who pay their tuition fees;
  - Students whose tuition fees are paid by an employer or another sponsor.
- 1.6 The policy includes the approach for:
  - Students who may withdraw from their study before the start of their course or during the academic year and where fees have been paid in advance.
  - Circumstances in which the College is unable to preserve the continuation of study for students as part of the student protection plan.

## 2. Students who withdraw from their studies

- 2.1 Students must inform the College at the earliest opportunity if they wish to claim a refund, reduction or cancellation in tuition fees for the following reasons:
  - Withdrawing from a course during the academic year
  - Not starting the course
  - Transferring to another course within the college
  - Transferring to another provider
  - Visa refusal (international students only)



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- 2.2 Prior to the course commencing, if an applicant cancels their place within the 14 days cooling off period following acceptance of the offer, any tuition fees and deposits already paid will be refunded in full to the person/ organisation that originally made the payment.
- 2.3 If a student withdraws from a course within two weeks of the course start date, the college will cancel all tuition fees in full and will refund any fees paid in advance (including any deposit) to the person/ organisation that originally made the payment.
- 2.4 If a student withdraws from the course after two weeks of the start date, the college will calculate the refund based on the time of withdrawal within the academic year. For example, if a student decides to withdraw from the course during term 2 they will be liable for the payment of 50% of the course fees. The remaining 50% (if already paid in advance) will be refunded.
- 2.5 The Following table indicates the refunds available to those students who have withdrawn after enrolment:

<b>Liability period</b>	<b>Amount charged of total fee</b>	<b>Refund if paid in advance</b>
<i>Within 14 days from course start date</i>	<i>0%</i>	<i>100%</i>
<i>After 14 days from course start date</i>	<i>25%</i>	<i>75%</i>
<i>Day 1 of the second term</i>	<i>50%</i>	<i>50%</i>
<i>Day 1 of the third term</i>	<i>100%</i>	<i>0%</i>

- 2.6 In some cases, it may be necessary for the College to withdraw/exclude a student. Should this occur, a student will be eligible for a fee refund. The college will calculate the refund based on the time of withdrawal/exclusion within the academic year.
- 2.7 Suspension/withdrawal dates will be reported to the SLC for students paying tuition fees via a loan from the Student Loans Company (SLC). Tuition Fee Loan will be adjusted accordingly to reflect the correct fee liability.
- 2.8 Students who change course or mode of study will be required to pay the relevant fee for the new course or new mode of study.
- 2.9 Refunds will only be paid to the bank and account holder that originally paid the tuition fee. This applies whether the student tuition fees have been paid by the student, Student Loans Company or a sponsor. In line with its obligations under UK Money Laundering legislation, the college is unable to make any refunds in cash.



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- 2.10 Applications for a refund must be made in writing using the appropriate forms. International students must inform the College of their visa refusal within 7 days of the date of refusal.
- 2.11 If an international student (Tier4) wishes to appeal against the visa refusal decision the college will hold the tuition fees which have already been paid, until the decision of the appeal has been made. If the original decision of refusal is not overturned the student must inform the College no later than two months after the appeal hearing date to claim their refund. This will be decided based on the reason of the appeal decision.
- 2.12 A minimum period of 3 weeks is required to process a refund from the date of the request. A student, who has been refused a refund, can make an appeal to the management in writing. The decision of the management will be final. Student must use the refund request form when requesting a refund. The form can be requested via email [administrator@ecl.ac](mailto:administrator@ecl.ac).

### 3. Refunds will not be given in the following circumstances:

- **International Students**
  - No refunds will be made if the FLR or Entry Clearance visa application has been refused due to the non-submission of the listed documentation stated on the CAS.
  - Refunds will not be made if the FLR or Entry Clearance visa application is refused due to insufficient funds in the student's bank account.
  - Refunds will not be made if the FLR or Entry Clearance visa application is refused due to the UK Visas and Immigration (UKVI) not being satisfied that the applicant is a genuine student or the applicant cannot speak English to the required standard at the interview stage.

### 4. Where the College is unable to preserve the continuation of the study

- 4.1 The College will make every effort to protect the students' interest and assure continuity of study for current and future students.
- 4.2 In case the college is unable to preserve the continuation of the study the following provides arrangements on refund of tuition fees and compensation where necessary.
- 4.3 The College will support students in continuing their studies. The student protection plan covers the steps the College will take if it is unable to provide continuation of study to allow students to complete their studies. The College considers refunds and compensation to be a remedy of last resort and is committed to ensuring that all students can continue and complete their studies at the college. The college protection plan is subject to approval by the Office for Students.
- 4.4 Where the College is at fault and study cannot be completed, we believe that students should not be disadvantaged. Therefore we will ensure that alternative options are provided to students. This



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might include additional teaching or other support, different modes of studying such as online and in some cases financial support or compensation. The College may also provide students with the opportunity to transfer to a different program within the college or a suitable course with another local provider in the event the college is unable to “teach out” students on the course that is being discontinued.

- 4.5 If a clear recognisable material loss is suffered and evidenced by the student, compensation will be awarded. Compensation may be support with travel costs, fee discount, financial payment or another form of benefit. Each request will be considered on individual circumstances.
- 4.6 If a complaint is received about an element of a programme of study or learning experience, this could be settled via an apology or a goodwill gesture rather than a refund or financial payment or compensation. Repeating part of the course/modules will also be considered. If a refund of fees is agreed, refunds will be made to the person/organisation that originally made the payment.
- 4.7 The College is aware of its responsibilities and duties to students, as consumers, under the law.
- 4.8 If the College decides not to start the course due to insufficient numbers, fees already paid will be refunded in full to the person/organisation that originally made the payment.
- 4.9 In the event of a course closure, refunds will not be paid to those students who have:
  - Voluntarily left the course.
  - Not attended for a period of three weeks before closure without previously agreeing the leave with the college.
- 4.10 Fees will not be refunded where course closure is temporary or due to circumstances beyond the College’s control including but not exclusive to fire, temporary staff absences or changes including those due to industrial action, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease.
- 4.11 Compensation or refunds do not apply to students who have completed the studies or who have withdrawn from their studies.

## 5. Claiming compensation

- 5.1 The college complaints procedure is the process that students must follow for any claim for financial or other compensation.
- 5.2 The College will communicate with students promptly providing support and guidance.