

# **Financial Regulations**

Volume 2

**Financial Management and Control** 

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# REFUND OF FEES POLICY (ACCOMMODATION AND TUITION)

### 1. Policy

1.1 The purpose of this policy is to explain to students, sponsors and staff when refunds of fees will be made by the University and how they will be calculated and to ensure a refund and withdrawal policy is adhered to by all appropriate staff.

#### 2. Introduction

- 2.1 The University must ensure that the policy for refunds and withdrawals represents fair and reasonable consideration towards students and simultaneously protects the University from financial loss.
- 2.2 The policy is intended to complement and enhance the detail within the University Financial Regulations and the UUK / SCOP Guidelines published in March 2006.
- 2.3 Tuition and Accommodation fees shall be due in full on the first day of the Academic Year in which a student commences a course of study. The Director of Financial Services, at his / her discretion, may allow a student to pay the fees in instalments. If a student defaults on an agreed instalment plan, then the outstanding debt for the year will become immediately payable. The procedure for the payment of fees will vary according to the nature of the candidature and funding.

#### 3. General

- 3.1 The amount due from the student will be the amount chargeable for the whole Academic Year in accordance with the University published Accommodation and Tuition Fee rates.
- 3.2 No application for refund of fees will be considered unless a deferment / withdrawal form has been completed in full and signed by the students "home department" and approved by the Registry, who will provide the Finance Office with the appropriate information.
- 3.3 There will be no refund from the University unless the amount paid by the student for tuition fees exceeds the overall total amount of tuition fees due for the year, or chargeable period whichever is applicable, and that there are no other outstanding academic debts. There will be no refund from the University unless the amount paid by the student for accommodation fees exceeds the overall total amount of accommodation fees due for the year, or chargeable period whichever is applicable, and that there are no other outstanding non-academic debts.

- 3.4 The University adheres to the UKK / SCOP guidance on the treatment of private contributions to tuition fees when students transfer to another Higher Education Institution.
- 3.5 If the student has paid their fees upfront to the University, and subsequently decides to apply for a full / partial fee loan from the Student Loan Company, any private refund due will be sent to the student following the University receiving the funds from the Student Loans Company.
- 3.6 Refund of tuition fees are granted only where either the University cancels the course or where the student defers / withdraws from a course. In a case where a student defers or withdraws prior to making payment, the amount due should be calculated so that it will equal the non refunded element of the fee had a refund been due.
- 3.7 Refund of accommodation fees are granted only where the student has been granted a deferment, withdrawal or evicted from the University. In cases where a student defers, withdraws or evicted from their course prior to making payment, the amount due will be the charge up to the commencement of the term following their deferment, withdrawal or eviction date, or on the return of the room keys to the University Security Office, whichever is the later.
- 3.8 Once it has been established that a refund is payable, the ensuring payment will be refunded to the original payer using the same method of payment as the original remittance. Only when written authorisation is obtained from the original payer will a refund be made to a third party, for example, to the student.
- 3.9 Any refund of fees due in respect of students who have deferred their study will be carried forward into the next Academic Year. This will be used to offset any fee liability due on resumption of studies. Students in this category can however make a formal application in writing for a refund at the point of deferment.

# 4. Responsibility

- 4.1 The Director of Financial Services is responsible for managing this policy.
- 4.2 Appropriate members within the Finance Office are responsible for the effective operation of the Policy and Procedures.

## 5. Accommodation Fees

5.1 No refund or reduction in the contract rate will be given to students that decide prior to the commencement of the Academic Year to cancel their contract with the University for accommodation, in order to move into private accommodation.

- 5.2 No refund or reduction in the contract rate will be given to students that decide to move out of University accommodation during the Academic Year in order to move into private accommodation.
  - 5.3 A student who has been granted a deferment or withdrawal from their studies or has been evicted from their halls of residence will have to vacate the University accommodation with effect from the deferment / withdrawal / eviction date. In these instances the student will be charged up to the commencement of the term following their deferment / withdrawal / eviction date, or on the return of the room keys to the University Security Office, whichever is the later. Any income received by the University in excess of this amount will be refunded to the student if there are no other non-academic debts due to the University.
  - 5.4 In instances where the University is able to re-let the accommodation to another student, the original student will be charged up to the commencement of the term following their vacating the room, or on the return of the room keys, whichever is the later. Any income received by the University in excess of this amount will be refunded to the student if there are no other non-academic\_debts due to the University.

#### 6. Tuition Fees

#### **6.1 Full Time Students**

- 6.1.1 In accordance with the DfEE regulations, tuition fees are payable for all students in attendance at the University. Where a student transfers institution, the fee instalment paid by the Students Loan Company (SLC) is payable to the institution that the student was attending when the payment is made.
- 6.1.2 Any student electing to take a tuition fee loan/grant and who subsequently defers/withdraws before the instalment dates of October, February and May will have to pay any fees due directly to the University. The SLC will not pay the instalment of the tuition fee loan/grant to the University if a student leaves before the instalment date.
- 6.1.3 Students who <u>withdraw</u> from the University <u>before the completion of two</u> <u>weeks</u> from the registration date will be refunded any privately paid contribution paid prior to the withdrawal.
- 6.1.4 Students who <u>withdraw</u> from the University after <u>the completion of two</u> <u>weeks</u> from the registration date will be refunded any privately paid contribution in accordance to the appropriate calculation.
- 6.1.5 Where a student has been granted a <u>deferment</u> of their education, any privately paid contribution (not funds received via the Student Loans

Company or Sponsor) paid in excess of the total due to the University calculated on a pro-rata basis as in 6.1.4 above, will be held by the University on the student's account and treated as payment of fees in advance. If the student subsequently withdraws from the University, any funds held as fees in advance will be refunded in accordance with withdrawal process.

#### 6.2 Part Time Students

- 6.2.1 The University has a "try before you buy" policy which means that students can attend a course up to one month from their registration date; if the student withdraws before that date no fees are payable.
- 6.2.2 If the student is in attendance two weeks following registration, fees are payable in full.
- 6.2.3 Any refunds for deferral / withdrawals after the first month are to be calculated using the same methodology as for Full Time Students.

#### 7. Calculation

#### 7.1 Undergraduate and Taught Post Graduate

For the purpose of calculating any fees due, the Academic Year will be taken to be a 30 week study period. The calculations below apply to standard courses only.

 Any self-financing student who formally defers / withdraws from the University within two weeks of their registration date where the date is not the normal Academic Year published date, will be deemed liable to pay tuition fees in line with the methodology as for Full Time Undergraduate Students.

Refunds will be granted in the following circumstances at the following rates:

Circumstances	Refund
Course cancelled or withdrawal before	Full refund of fees
course starts.	
Course cancelled or student defers / withdraws within two weeks from registration date	Refund of privately paid.
Student defers / withdraws after two weeks from registration date	Refund calculated in line with SLC payment profile. 25% fees due if withdrawal in first term. 50% fees due if withdrawal in second term. 100% fees due if withdrawal in Third term

Student defers / withdraws after the	No refund – full fee due
commencement of the Lent Term	

# 7.2 Postgraduate Research Students

For the purpose of this calculation the Academic Year will be a 12 month study period.

Deferment / Withdrawal on any date in	Student Payment Liability
October	Liable for 1/12 of annual fee
November	Liable for 2/12 of annual fee
December	Liable for 3/12 of annual fee
January	Liable for 4/12 of annual fee
February	Liable for 5/12 of annual fee
March	Liable for 6/12 of annual fee
April	Liable for 7/12 of annual fee
May	Liable for 8/12 of annual fee
June	Liable for 9/12 of annual fee
July	Liable for full annual fee
August	Liable for full annual fee
September	Liable for full annual fee

The above table refers to postgraduate students who commence study in October. Students commencing at other points during the year (usually January, April and July) will be adjusted based on the above methodology.

### 7.3 Non Standard Courses

Students following courses that run along a time table falling outside the normal Academic Year who defer / withdraw, will be entitled to refunds on the Undergraduate methodology as detailed above pro-rata to the number of weeks study period.

# 8. United States Federal Aid / Direct Loans Students

- 8.1 The above refund methodology does not apply to United States Federal Aid / Direct Loans students who used loan funds to settle their fees. Under Federal Regulations, Loan funds must be returned to the guarantor or lender if students withdraw before and up to the 60% mark of their years of study.
- 8.2 Students not completing the 60% mark of their year of study will be charged directly for the tuition fee as it will not be funded by the United States Federal Aid / Direct Loans.