

Procedure 4.10 Refund of tuition fees

When making changes to this policy please consult the Refund Policy Changes Flow Chart in Policy & Procedures Folder 4, for further changes

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When accepting an offer of a place of study at the Academy, a prospective student is required to pay the full amount of the tuition fees for their selected course as set out in our most recent publicity material including the web site. Tuition fees, as agreed by the student in the Terms and Conditions and in the Learning Agreement signed on induction, will NOT normally be refunded.

This includes, by way of example only, if;

- an international student obtains a visa to study at the Academy, enters the UK, but then chooses not to take up studies at the Academy
- a student enrolls on a chosen course of study, is inducted into the Academy, but then discontinues the course
- a student is removed from the Academy due to non-compliance with the Academy's Admissions Policy 4. Such as Procedure 4.4 Attendance monitoring, serious misconduct or other similar reason
- a student is continuously late or absent to an extent that prevents learning or is contrary to minimum requirements, which includes but is not restricted to those set by a partner college or other relevant body, or leaves before the course ends
- the student changes their mind after the start of their course. They cannot, for example, reduce the number of hours they study per week and convert these into one-to-one classes. They cannot reduce the number of hours to study per day in order to lengthen the duration of their course (**only applicable to English Language / DAL tailor made Courses**)

The tuition fees MAY be refunded in special circumstances. These include, but are not limited to, if;

- a student wishes to cancel a booking and gives two weeks' notice in writing before the start of the course



- a student wishes to cancel an accommodation booking and gives one month's notice before the start of the stay
- a prospective international student has made a deposit of their fees, but then fails to obtain a visa to study at the Academy. In this case the student or his/ her consultant must send scanned copies of their DAL Offer Letter/s, Visa Refusal Letter and passport by e-mail to the Academy for verification
- a prospective international student obtains a visa to study at the Academy, but then, before entry to the UK, decides not to take up the offer of admission
- there are strong compassionate or health grounds, supported by the presentation of suitable evidence

In addition, the Academy MAY:

- Where the Academy terminates a course which has already started, the student will receive a full refund of all amounts paid
- Reimburse additional travel costs for students in an event of a change in the location of their course, or will make funding available to offset these additional costs (applicable to Higher Education students)
- Commit to honour eligible students' bursaries (applicable to Higher Education students)
- Compensate maintenance costs where it is not possible to preserve continuation of study (applicable to Higher Education students)
- Compensate for tuition and maintenance costs where students have to transfer to alternative courses or providers due to a closure of a programme, including payment to cover any tuition and/or maintenance costs incurred by a learner where these are of a greater value than they would have incurred had the Academy continued to deliver a course for which they were enrolled. (applicable to Higher Education students)

If after enrolment the student decides to withdraw from their course for any other reason, they will not get a refund.

An application for a refund must be made with the Tuition Fee Refund Application form (available from the website or in soft / hard copy via email on request) submitted to the Finance Department. A decision will be made by the Finance Manager, which is subject to review at the discretion of the CEO / Principal, whose decision is final, there being no further appeal. The decision will aim to take into account all the known circumstances and the overall reasonableness and fairness of the case.

A refund, if approved, will be limited to the tuition fees paid to the Academy less an amount proportional to the time spent by the student at the Academy. Please note the following is non-refundable: registration fee, accommodation booking fee and any bank charges incurred. The Academy shall not be liable in any case for monetary loss suffered due to currency fluctuations or any other consequential loss. Due to the above procedures the Academy requires a minimum period of 45 days to process any refund.



If a student cancels his / her course in writing via the Admissions Team at info@docklandsacademy.co.uk in cases other than the visa refusal, the Academy will within the cooling off period issue a full refund minus registration fee (£50 for up to 4 weeks enrolment, £75 thereafter). If the course is cancelled outside the cooling off period but before the start of the course- a full refund minus £300 will be granted. The Admissions team will then send student an email confirming the status of the refund.

To whom refunds can be made

Any refunds can only be made to the original payer (the person who made the payment to Docklands Academy London) using the original method of payment (e.g., bank transfer, credit card). If the fees are paid by card, the refund will be made to the same card.

- Refunds for students who pay their own tuition fees can be refunded
- Refunds for students in receipt of tuitions fee loan from the Student Loans Company (SLC) will be processed directly by our partner college who has direct responsibility to SLC to deal with such matters and NOT the Academy (only applicable to Higher Education students).
- Refunds for students whose tuition fees are paid by a sponsor (applicable to Higher Education students)

The Academy's financial strategy is to ensure there are sufficient cash reserves within the Group of Companies it belongs to (five start restaurant group namely Tas, Ev and Hazev) for directly fee paying students and working capital at any one time to meet its obligations to provide refunds and compensation should the need arises. Students enrolled on programmes under partnership arrangements accessing funding through a partner will be treated under their relevant refund and compensation policy.

Refund policy for visa refusals (applicable only to Student Visitor Visa and Extended Student Visitor Visa)

If your visa application is refused we will refund your fees, with the exception of instances outlined in 5.3.1. You must apply for a refund before the start date of the course, using the Tuition Fee Refund Application form (available on request to info@docklandsacademy.co.uk)

If your visa application is refused on grounds of documents submitted were fraudulent, the Academy accepts no responsibility to refund.



If your visa application is refused on the below grounds, the Academy will refund full fees, minus £300 if we are notified less than 2 weeks prior to the start of the course and (£50 for up to 4 weeks enrolment, £75 thereafter)

- ✓ You did not provide the necessary documents, or the documents were inadequate
- ✓ You did not demonstrate adequate financial support (maintenance)
- ✓ You applied for your visa too late
- ✓ Any other reason

In order to reduce risk of visas being rejected The Academy strongly recommends getting professional advice from the local visa consultants or reputable agents. UK Visa & Immigration (UKVI) regulations are updated frequently, and while the Academy provides occasional general updates as a courtesy service to students, it is the student's sole responsibility to ensure that they are familiar with the most up to date UKVI regulations. Students on a visa must familiarise themselves with UKVI regulations and at all times abide by the conditions of their visa. The Academy accepts no liability for incomplete or inaccurate visa applications being supplied.

If the Academy documents have been unsatisfactory and served as the reason for a visa refusal of the official refusal letter, the Academy is committed to a full refund.

Students intending to apply for a visa to study at the Academy are required to provide all relevant supporting documentation relating to previous qualifications and experience (if applicable). Where a student has failed to supply such documentation their application may be delayed.

All documents supplied to the Academy to support a student's visa application MUST also be sent to UKVI/The British Overseas High Commission, to support their visa application. Failure to do so may result in the student's application for a visa being refused other than in the circumstances specified under Clause 3. The Academy reserves the right to disclose students' details, including academic progress and attendance rates, to the UKVI.

Please note that the average cost of living in London is highly competitive, and differs from area to area. Students are therefore advised to ensure that they research the area and these average costs before enrolling on any of the courses as well as seeking guidance in relation to expenditure from the UKVI.

Refund policy for courses purchased directly from the Academy

This section applies only to students purchasing the course directly from the Academy.

Bookings made remotely (by telephone, email, online except for booking in person at the Academy) may be cancelled within fourteen (14) days of the initial application via the



Admissions Team at info@docklandsacademy.co.uk . This 14-day period is called “the cooling off period”.

If you cancel within the cooling off period, you must tell us in writing. Cancellations made by phone will not be accepted. You must keep evidence of your cancellation within the ‘cooling off period’.

For the avoidance of doubt this clause applies only if the student is not physically present at any time throughout the conclusion of the sale. Students will not be entitled to a refund if they cancel their course under this clause after the 14 day period stipulated above.