



## Procedure 4.10 Refund of Tuition Fees and Compensation

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

<b>Prepared by</b>	Canan E. Celik	<b>Reviewed by</b>	Nicola Molony Ercan Erkus	<b>Approved by</b>	Canan E. Celik
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**Procedure Owner** : Principal / CEO

- ❖ This procedure is shared with our students and/or can be obtained:
  - on our website <https://docklandsacademy.co.uk/policies-and-procedures>,
  - on the desktops of all computers in the library on the top floor,
  - by emailing us at [info@docklandsacademy.co.uk](mailto:info@docklandsacademy.co.uk).
- ❖ Also, our students are informed about the main aspects of the procedure in the Terms and Conditions, and Learning Agreement.
- ❖ The procedure is reviewed and monitored on a regular basis for currency and fitness as part of our Annual Policy and Procedures Review.

### **1. Introduction**

**1.1** 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 in order to be enrolled as set out in our most recent publicity material including the web site. DAL ensures that its related policies, terms and conditions are easily accessible and that important terms are drawn to prospective students' attention before they accept an offer.

**1.2** In order to minimize the risk of refund and compensation as well as protecting the rights of our students, DAL complies with CMA regulations, such as:

**1.2.1** Consumer Protection from Unfair Trading Regulations 2008 (CPRs) to prevent unfair practices in our dealings with students and misleading actions which are likely to have an impact on students' decisions. Thus, Docklands Academy London aims to ensure that students get the information they need to make informed decisions in relation to products or services of the Academy.



**1.2.2 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs)** to provide certain relevant pre-contract information before the students become bound by a contract and provide students with cancellation rights in certain circumstances for contracts made at a distance or away from the Academy premises.

**1.2.3 The Provision of Services Regulations 2009 (PSRs)** to make certain information available to students (as service recipients) in good time before the conclusion of the contract.

**1.3** Apart from CMA regulations, DAL also follows the guidelines of UK Quality Code. As highlighted in its Admissions, Recruitment and Widening Access / Guiding Principle 1, the Academy explains precisely what is covered by the fee or deposit and the circumstances under which it might be refunded during the admissions process.

**1.4** The Academy's financial strategy is to ensure that there are sufficient cash reserves within the Group of Companies it belongs to (five-star 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. A student may or may not have the right of a refund of tuition fees or compensation before, during and after enrolment under the circumstances mentioned in Sections 2 and 3 below.

## **2. Situations in which Students are NOT Eligible for a Refund**

**2.1** 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 the student:

- obtains a visa to study at the Academy, enters the UK, but then chooses not to take up studies at the Academy.
- visa application is refused on grounds of documents submitted were fraudulent.
- enrolls on a chosen course of study, is inducted into the Academy, but then discontinues the course.
- is withdrawn from the Academy due to non-compliance with the Academy's Policy 4. Admissions, such as attendance monitoring, serious misconduct, or other similar reasons.
- 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 relevant awarding body or leaves before the course ends.
- 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 / tailor made courses)**.



**2.2** If after enrolment the student decides to withdraw from (terminate) their course for **any other reason other than listed in Section 3**, they will also not get a refund.

**2.3** Please note the following are also non-refundable under all refund eligibility situations mentioned in **Section 3**:

- registration fee
- examination fee
- accommodation booking fee
- any bank charges incurred
- Extra costs management
- Books
- A processing fee of not more than GBP £300.00 may be collected from students requiring visas to study in the UK before issue of a *Letter of Acceptance (Conditional)*. This processing fee covers the cost of processing their application for entry to the Academy and the United Kingdom.

### **3. Situations in which Students may be Eligible for a Refund**

**3.1** The tuition fees MAY be refunded in special circumstances within the specified timeframe set out below. These include, but are not limited to, if a student:

- obtains a visa to study at the Academy, but then, decides not to take up the offer of admission without entering the UK.
- visa application is refused due to any reason other than on the grounds the documents submitted were fraudulent. 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.
- wishes to cancel an accommodation booking and gives the appropriate notice, as stated in *Terms and Conditions*, before the start of the stay.

**3.2** Refund timeframes for cancellations:

- Up until six weeks before the course starts → Full Refund
- Between six weeks to two weeks before the course starts → 50% of the course fee refunded
- Between two weeks and the day before course starts → 25% of the course fee refunded
- After course has commenced → No Refund

**3.3** In an event the student enrolls for a course within the refund timeframes mentioned above but wishes to cancel their place, the following will apply. If the student informs the Academy to cancel:

- within the cooling off period of 14 days, full refund will be granted. (*“Cooling Off Period” is 14-day time limit that you have the right to cancel a service you’ve arranged for any reason and get a refund. Your cooling-off period begins the day after you enter a contract with us.*)
- after the cooling off period, the related refund timeframe for cancellations will apply.



**3.4** The Academy MAY issue a refund which will be subject to deductions for classes already attended and any additional charges already incurred such as examination fees or administration fee regardless of the timeframes above if the student:

- has strong compassionate or health grounds, supported by the presentation of suitable evidence.
- is affected negatively due to public health threats (e.g., Covid-19 and related pandemics),
- is unable or unwilling to return to study after twenty-four months in suspension, which will naturally lead to student's termination from the programme.

**3.5** The Academy MAY issue a **full refund** regardless of the timeframes above:

- if student's visa application is refused due to the inadequacy of the Academy providing the requested paperwork.
- if the student wishes to cancel their place due to being adversely affected by a material change made to the course such as a change on the structure and content of the course.
- where the Academy terminates a course, which has already started.

#### **4. Refund Applications**

**4.1** 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 at [info@docklandsacademy.co.uk](mailto:info@docklandsacademy.co.uk). A decision will be made by the Finance Manager, which is subject to review with the Academic Department and 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.

**4.2** 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.

**4.3** The Admissions team will then send student an email confirming the status of the refund.

#### **5. Compensation**

The Academy may:

- 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 cost (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).



## **6. Compensation Applications**

If a student wishes to apply for compensation, students must raise the issue through the Academy's formal procedure for complaints - see Procedure 2.5 Complaints. Submissions for compensation that are upheld under the Complaints Procedure can apply for compensation under this procedure.

## **7. Methods of Issuing Refunds and Compensation**

**7.1** Any refunds or compensation 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 or compensation will be made to the same card. Refunds for students:

- who pay their own tuition fees can be refunded.
- in receipt of tuitions fee loan from the Student Loans Company (SLC) will be processed directly by the partner college who has direct responsibility to SLC to deal with such matters. This is only applicable to Higher Education students.
- whose tuition fees are paid by a sponsor (applicable to Higher Education students only)

**7.2** 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.

## **8. Refund Policy for Visa Refusals** *(applicable only to Student Visitor Visa and Extended Student Visitor Visa)*

**8.1** If the student's visa application is refused, the Academy will refund the fees proportionally or fully if the Academy is informed within the notice periods mentioned under Section 3, except for instances outlined in Section 2. The Academy may disregard the refund timeframe under Section 3 and issue a full refund if the student can evidence that the visa refusal was not due to the following. The student:

- did not provide necessary documents or the documents were inadequate.
- did not demonstrate adequate financial support (maintenance).
- applied for visa too late.

**8.2** 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.

**8.3** 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.

**8.4** 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.

- 8.5** 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. The Academy reserves the right to disclose students' details, including academic progress and attendance rates, to the UKVI.
- 8.6** 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.

## **9. Scholarship and Bursaries**

- 9.1** Students might be eligible for a bursary through industry sponsors in the field of Hospitality, Business and Travel and Tourism. Students will be made aware of what options are available.
- 9.2** The Academy is committed to honour eligible students' bursaries (*applicable to HE students*).
- 9.3** Recipients of scholarships or government grants are expected to pay £300 which will be refunded upon receipt of an official financial guarantee letter. If, upon the student's arrival, the Academy is not in receipt of an official financial guarantee letter, we reserve the right to charge tuition at the published higher rate on a weekly basis until the guarantee letter has been provided. Scholarship students will not be allowed into class without either a guarantee letter or tuition fees paid. Any fees paid direct to the Academy will be refunded to the fee payer upon receipt of the guarantee letter.

## **10. Related Documents**

### **10.1 Policies**

- 2 Academic Management
- 4 Admissions
- 5 Student Support, Engagement and Learning Resources
- 8 Marketing and Promotion

### **10.2 Procedures**

- 1.5 Equal Opportunities
- 1.7 Data Protection
- 1.9 Review and Revision of Policies and Procedures
- 2.4 Appeals
- 2.5 Complaints
- 2.13 Access and Participation Statement
- 4.1 Student Enrolment and Selection
- 4.4 Attendance Monitoring



- 4.6 Student Induction
- 4.11 Student Protection Plan
- 4.12 Consent from Parents or Guardians
- 4.13 Transfers, Suspensions, Withdrawals, Closure and Change of HE Provision
- 4.14 Fees Charges and Financial Support
- 5.3 Equality, Diversity and Special Needs
- 7.1 Review and Sign off PI
- 7.4 HE Public Information
- 9.4b DAL Risk Assessment

### 10.3 Student Terms and Conditions

### 10.4 External Reference Points

- Office for Students (OfS) Requirements and Guidance at [Advice and guidance - Office for Students](#)
- UK Quality Code Advice & Guidance – Admissions, Recruitment and Widening Access at <https://www.qaa.ac.uk/en/quality-code/advice-and-guidance/admissions-recruitment-and-widening-access>
- UK Quality Code Advice & Guidance – Concerns, Complaints and Appeals at <https://www.qaa.ac.uk/en/quality-code/advice-and-guidance/concerns-complaints-and-appeals>
- Higher Education Code of Governance (Committee of University Chairs, December 2014) at <https://www.universitychairs.ac.uk/wp-content/uploads/2020/09/CUC-HE-Code-of-Governance-publication-final.pdf>
- Association of Employment and Learning Providers (AELP) principles of Good Governance for Independent Training Providers at <https://www.aelp.org.uk/media/2595/code-of-governance-final-sept-2018.pdf>
- OIA The Good Practice Framework: Handling Students Complaints and Academic Appeals at <https://www.oiahe.org.uk/media/1859/oia-good-practice-framework.pdf>
- Competition and Markets Authority Guidance for HE Providers at <https://www.gov.uk/government/publications/higher-education-consumer-law-advice-for-providers>
- Consumer Protection from Unfair Trading Regulations 2008 (CPRs) at <https://www.legislation.gov.uk/uksi/2008/1277/contents/made>
- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs) at <https://www.legislation.gov.uk/uksi/2013/3134/contents/made>
- The Provision of Services Regulations 2009 (PSRs) at [legislation.gov.uk/ukdsi/2009/9780111486276/contents](https://www.legislation.gov.uk/ukdsi/2009/9780111486276/contents)
- UKCISA Code of Ethics at <https://www.ukcisa.org.uk/Membership/Codes-of-practice/Code-of-ethics>
- UK Visa & Immigration (UKVI) regulations at <https://www.gov.uk/government/organisations/uk-visas-and-immigration>
- Student Loans Company Regulations at <https://www.gov.uk/government/organisations/student-loans-company>
- Equality Act – 2010 at <https://www.legislation.gov.uk/ukpga/2010/15/contents>