

Tuition Fee Refund and Compensation Policy

Introduction

1. **Background:** David Game College Higher Education Centre (the **College, Our, Us, We**) is committed to delivering the educational services set out in Our prospectus so that students (**You/r**) can complete their studies here. However, We recognise this may not always be possible and have implemented this policy in recognition of the need to protect the interests of Our prospective and current students and to set out the circumstances in which a refund and/or compensation can be expected.
2. **Policy status:** Along with your Offer Letter, the Terms and Conditions and Student Policies and Procedures, this policy forms part of the contract between You and the College. It is therefore very important that You read this document carefully before accepting a place.

Definitions

3. A **Refund** is a repayment (or waiver or reduction) of tuition fees paid to the College. A refund may be payable in the event that a student withdraws from their programme, suspends their studies, changes their mode of study or benefits from a discount, scholarship or waiver. A refund may also be paid in the event that the College cannot preserve continuation of study.
4. **Compensation** may be payable to a student in response to losses they have suffered in connection with disruption to the continuation of their studies.
5. A **Current student** is one already registered and enrolled on an academic programme at the College.
6. A **Prospective student** is one who has accepted a place at the College but has not yet registered or enrolled or started their programme.

Registration Fees and Additional Costs

7. **Registration Fee:** The College Registration Fee covers the administrative costs incurred during the admissions process and is non-refundable.
8. **Additional costs:** The College may charge the student additional costs relating to particular courses of study to cover, for example, awarding body registration fees, examination and assessment fees, books, field trips, specialist clothing or materials. Any additional costs are set out in the student's letter of offer alongside tuition fees. Information on these costs can also be accessed via the course pages on the College website.

Fee Increases

9. **Regulated Fees:** Undergraduate tuition fees for home/EU students are regulated by the UK government. The College reserves the right to increase these fees on an annual basis in line with the maximum increase permitted by the UK government. Such fee increases will apply to all modes of study, including repeat years of study.
10. **Unregulated Fees:** The College reserves the right to increase unregulated tuition fees on an annual basis. The College will endeavour to limit each increase to no more than five per cent above the previous year's fees but You acknowledge that from time to time a greater increase

will be made. Such fee increases will apply to all modes of study, including repeat years of study.

11. **Fees increases:** The College will only apply a fees increase in respect of new students and will not increase tuition fees during the course of an academic year for those students already enrolled.

Student Loans

12. **Loan status:** Students may be permitted to enrol on a course prior to confirmation that their Student Loan application has been approved but do so at their own risk. In such cases the student must provide evidence that their SLC application has been submitted by no later than the course induction day. Furthermore, if within 8 weeks of the course commencement date the student has still not received SLC loan approval and has not otherwise paid their tuition fees or confirmed sponsorship, the College may terminate registration.
13. **Responsibility:** The student is responsible for entering the correct programme and fee information when applying to the SLC for support. Applications for support must be made for each year of study for the correct course, course year and amount. Students are strongly encouraged to apply for student loan funding well in advance of the start of the academic year.
14. **Additional study:** The SLC normally provides loan funding for a first undergraduate degree for the number of years' duration of the programme plus one (1) year. The student will be personally liable for any additional years of study, or for any years of study that may not be funded by the SLC due to previous study at another institution.

Planned Termination

15. The College may be faced with circumstances where delivery of a programme cannot continue but termination can be timed to coincide with the end of an academic year (for example because it is not financially viable to continue).
16. The College recognises its responsibility to protect the interests of its prospective and current students in the event that commencement or continuation of study is not possible. Measures that would be taken include:
 - providing advice and assistance so that students can decide whether to transfer to another College programme or seek to continue their studies with an alternative provider;
 - enabling current students who do not wish to continue their studies to leave the College with an 'exit award' which reflects their level of attainment;
 - ensuring that any student in receipt of bursary funding is able to continue to receive that funding if they transfer to another College course or continue their studies at an alternative provider;
 - implementing a refund and compensation response that reflects the particular circumstances of individual students (see clauses 20-25 below for more details).

Unexpected Termination

17. The College may be forced to terminate a programme during an academic year through either unforeseen developments or because the decision is taken that delivery of the programme must cease immediately.
18. The College recognises its responsibility to protect the interests of its prospective and current students in the event that continuation of study is not possible. Measures that would be taken include:
 - providing advice and assistance so that students can decide whether to transfer to another College programme or seek to continue their studies with an alternative provider;

- enabling students who do not wish to continue their studies to leave the College with an 'exit award' which reflects their level of attainment;
- ensuring that any student in receipt of bursary funding is able to continue to receive that funding if they transfer to another College course or continue their studies at an alternative provider;
- implementing a refund and compensation response that reflects the particular circumstances of individual students (see clauses 19-26 below for more details).

Refunds

19. **Eligibility:** the College may make a tuition fee refund if the student:

- cancels their place within the 14 day cooling off period (see Terms & Conditions clause 19 for applicability);
- withdraws from his or her course of study;
- has made an overpayment (self-funding only);
- has their place terminated by the College (planned or unexpected);
- is affected by closure of a programme (planned or unexpected).

20. **Calculation:** the level of refund entitlement will depend on the specific circumstances:

Date of Cancellation/Withdrawal /Termination	% of annual tuition fee due if <u>Student</u> cancels or withdraws	% of annual tuition fee due if <u>the College</u> terminates
Before the start date	0% (100% refund)	0% (100% refund)
After start date of term 1	50% (50% refund)	33% (67% refund)
After start date of term 2	75% (25% refund)	67% (33% refund)
After start date of term 3	100% (0% refund)	100% (0% refund)

Note: refunds will be never exceed the actual amount paid.

21. **Payment:** Refunds are paid by bank transfer and will only be made to the original source of funding (i.e. SLC, external sponsor or the student personally). Any refund due to the student personally will be paid to the country and account from which the tuition fees were originally paid.

22. **Collaborative partnerships:** if You are enrolled on a course that is being delivered by the College under a collaborative agreement with another institution, the rules relating to **Continuation of Study and Course Closure (i.e. Termination)**, will fall under the Student Protection Plan (SPP) of the collaborative partner and will be exercised through their Terms & Conditions and their Tuition Fee Refund and Compensation policy. These are available upon request.

Compensation

23. **Scope:** The College aims to ensure that the student learning experience is delivered as described in its literature (e.g. Website, Student Handbooks and Prospectus). The College will endeavour to avoid making changes to course content or delivery but where this is unavoidable will act to mitigate the effects on students.

24. **Eligibility:** the College may make a compensation payment if the student is affected by the closure or relocation of a programme and incurs consequential additional expenditure. This may cover:
- accommodation costs;
 - travel costs;
 - maintenance costs;
 - lost time (i.e. any increase in fees incurred as the result of delay);
 - the cost of transferring to an alternative provider.
25. **Payment:** Compensation is paid by bank transfer and will only be made to the student personally, to the country and account from which the tuition fees were originally paid. Payment of compensation is subject to the provision of appropriate evidence that the additional expenditure has been incurred.
26. **Collaborative partnerships:** if you are enrolled on a course that is being delivered by the College under a collaborative agreement with another institution, the rules relating to **Compensation** will fall under the Student Protection Plan (SPP) of the collaborative partner and will be exercised through their Terms & Conditions and their Tuition Fee Refund and Compensation policy. These are available upon request.

Complaints & Further Information

27. **Complaints:** Any student with a complaint relating to this Tuition Fee Refund and Compensation Policy should use the College Complaints Policy and Procedure.
28. **Further Information:** If you require any further information regarding refunds or compensation please e-mail the Finance team at info@dghe.ac.uk or via 020 3220 0347.