



# Cancellation, Withdrawal, Refund and Compensation Policy

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## INTRODUCTION

1. This policy outlines your rights and obligations when cancelling an accepted place to study at the College, withdrawing or taking a break in studies from your chosen programme. It also covers circumstances where you may be able to claim compensation and where a student has paid a deposit in order to secure their visa.

## ENROLLING STUDENTS

### ACCEPTANCE

2. Please note that by accepting your place to study at the College you have accepted the contractual obligation to pay your fees as outlined in the [Terms and Conditions](#) (of which this Cancellation, Withdrawal, Refund and Compensation Policy and the relevant Fees List form part).

## CANCELLING YOUR ACCEPTANCE

### Statutory right

3. You have the right to cancel your place within 14 days of acceptance under the Consumer Contract (Information Cancellation and Additional Payments) Regulations 2013.
4. How to inform the College of your statutory right to cancel and the repayment of any fees paid are outlined in clauses 9.1 to 9.4 of the [Terms and Conditions](#).

### Cancelling outside your statutory rights

5. Outside your statutory right to cancel your place, the College does recognise that you may not be able to take up your place to study at the College due to unforeseen circumstances. In these instances, the College attempts to strike a balance between the need to cancel an accepted place and ensuring the College is reasonably compensated for any loss suffered due to the cancellation. In all cases, students are required to inform the College of cancellation as soon as possible.

- 5.1. Cancellation after acceptance but before 31 August of the year of entry:
  - The College will waive any fees due.
- 5.2. Cancellation between 1 September and 30 September in the year of entry:
  - The College will require payment of the first term's fees.<sup>1</sup>
- 5.3. Cancellation on or after 1 October in the year of entry
  - The College will require payment of the first-year tuition fees or retain first year tuition fees already paid.<sup>2</sup>
6. Note that your statutory right to cancel your place overrides the cancellation dates outlined above – for example, if you accept via clearing on 2 September, you will have 14 days in which to cancel. After your statutory right to cancel has passed, you would, in these circumstances, be liable for first term fees and then full fees from 1 October.

### **WITHDRAWAL AND BREAK IN STUDIES**

7. The College accepts that there may be instances where students have to withdraw from their programme of study or take a break in studies. As an initial point, the College will make all efforts to support students, including the possibility of deferring. In the first instance, please contact the Registrar.
8. In these instances, students must read the Change in Circumstances Guidance and then complete the necessary Change in Circumstances Form both of which can be found [here](#).
9. Guidance on the financial implications of withdrawal and break in studies is included in the flow diagram below ([ANNEX A](#) for 2019 entrants and subsequent years and [ANNEX B](#) for 2017 and 2018 entrants).<sup>3</sup> Any payments required on withdrawal will take into account any fees paid up to the time of withdrawal (including payments received by the College via Student Loans Company), and any bursary award. The calculation will not take into account any scholarship award.

### **REFUNDS AND COMPENSATION**

#### **REFUNDS**

10. Individual fee refunds are available, on request, on withdrawal if a student has paid more than is due on the date of withdrawal, or on the date that the

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<sup>1</sup> In the case of a student who has paid a CAS Deposit (see below), the CAS Deposit will be retained to satisfy (in whole or part) the cancellation fee.

<sup>2</sup> See footnote 1 above.

<sup>3</sup> For entrants prior to 2017 information is available upon request from the Finance Team.

Change in Circumstances form is received by the College. Fees become due on the first day of each term.

11. For those fees covered by a loan from Student Finance the amount of fees owed will be 25% for Michaelmas, 25% for Hilary and 50% for Trinity of the full year's fees. For those fees paid directly by a student or a sponsor the percentage is a third each term.
12. Refunds requested more than one year after payment has been made will not be considered.

### COMPENSATION

13. Where the College is unable to provide continuity of studies or where students have to transfer courses or providers as a result of this, the College will pay compensation and the terms of that compensation is as set out in the offer documentation received by a student from the College and specifically in the [Terms and Conditions](#).

### CAS DEPOSITS

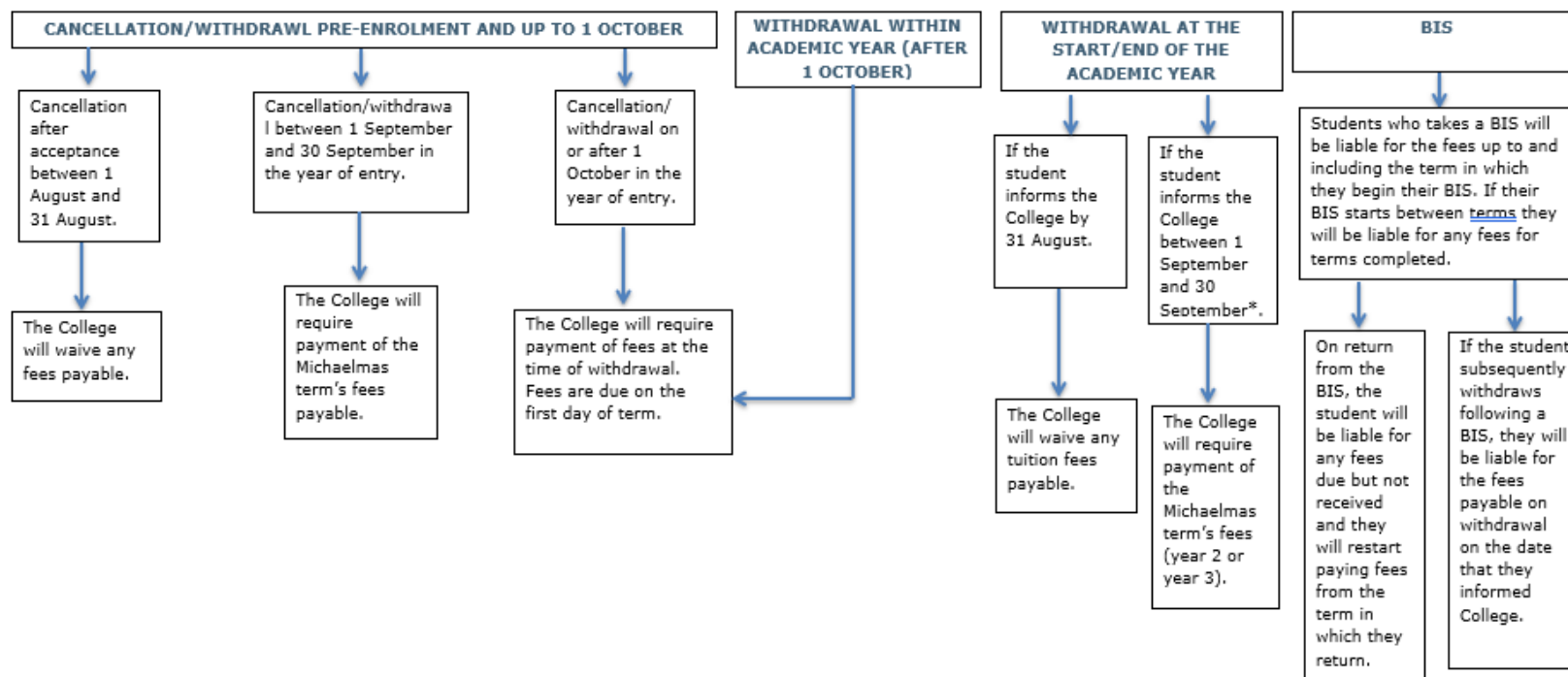
14. Students requiring a visa to study at the College will need to be issued with a Confirmation of Acceptance for Studies (CAS) in order to apply for a visa. The College requires a student to pay a deposit (CAS Deposit) of the first term's fees before the CAS can be issued.
15. Generally, the CAS Deposit is non-refundable and/or transferrable, however, below is outlined the circumstances in which the College will repay (in whole or part) the CAS Deposit.
  - 15.1. If the CAS Deposit is paid and the College cannot (for whatever reason) issue the CAS – the student will be refunded the entire CAS Deposit.
  - 15.2. If the College does not run the programme applied for.
  - 15.3. If the CAS has been issued, and the student subsequently cancels, withdraws and/or defers their place to study at the College, then the College will consider the circumstances relating to the cancellation (and will require supporting evidence) in assessing whether a refund (in whole or part) would be appropriate.
  - 15.4. If a student's Tier 4 visa is initially refused and the decision is overturned by UKVI but the outcome of the administrative review comes too late to start their studies on time
16. In the case of 3 and 4 above, the College will retain an amount to cover its reasonable administrative costs relating to issuing the CAS.

| <b>Title: Cancellation, Withdrawal, Refund and Compensation Policy</b> |  |                |                         |                                   |                           |
|--|--|----------------|-------------------------|-----------------------------------|---------------------------|
| <b>Approved by: Executive Committee</b>                                |  |                |                         |                                   |                           |
| Version number   | Date approved  | Date published | Author                  | Location                          | Proposed next review date |
| 6.0  | October 2019   | October 2019   | Chief Operating Officer | NCH Academic Handbook/ admissions | July 2020                 |
| 5.0  | August 2019  | August 2019    | Chief Operating Officer | NCH Academic Handbook/ admissions | July 2020                 |
| 4.1  | July 2018  | July 2018      | Chief Operating Officer | NCH Academic Handbook/ admissions | July 2019                 |
| Referenced documents   | Terms and Conditions; Change in Circumstances Guidance; Change in Circumstances Form   |                |                         |                                   |                           |
| External Reference Point(s)  | UK Quality Code: Admissions, Recruitment and Widening Access; Consumer Contract (Information Cancellation and Additional Payments) Regulations 2013; Student Loans Company |                |                         |                                   |                           |

**ANNEX A**

**Financial Guidance for Student Withdrawals and Break in Studies**

This guidance should be read in conjunction with NCH Terms and Conditions 2019 or 2020 and applies to student withdrawals and break in studies (BIS). This guidance does not affect your statutory rights under the Consumer Contracts (information Cancellation and Additional Charges) Regulations 2013.



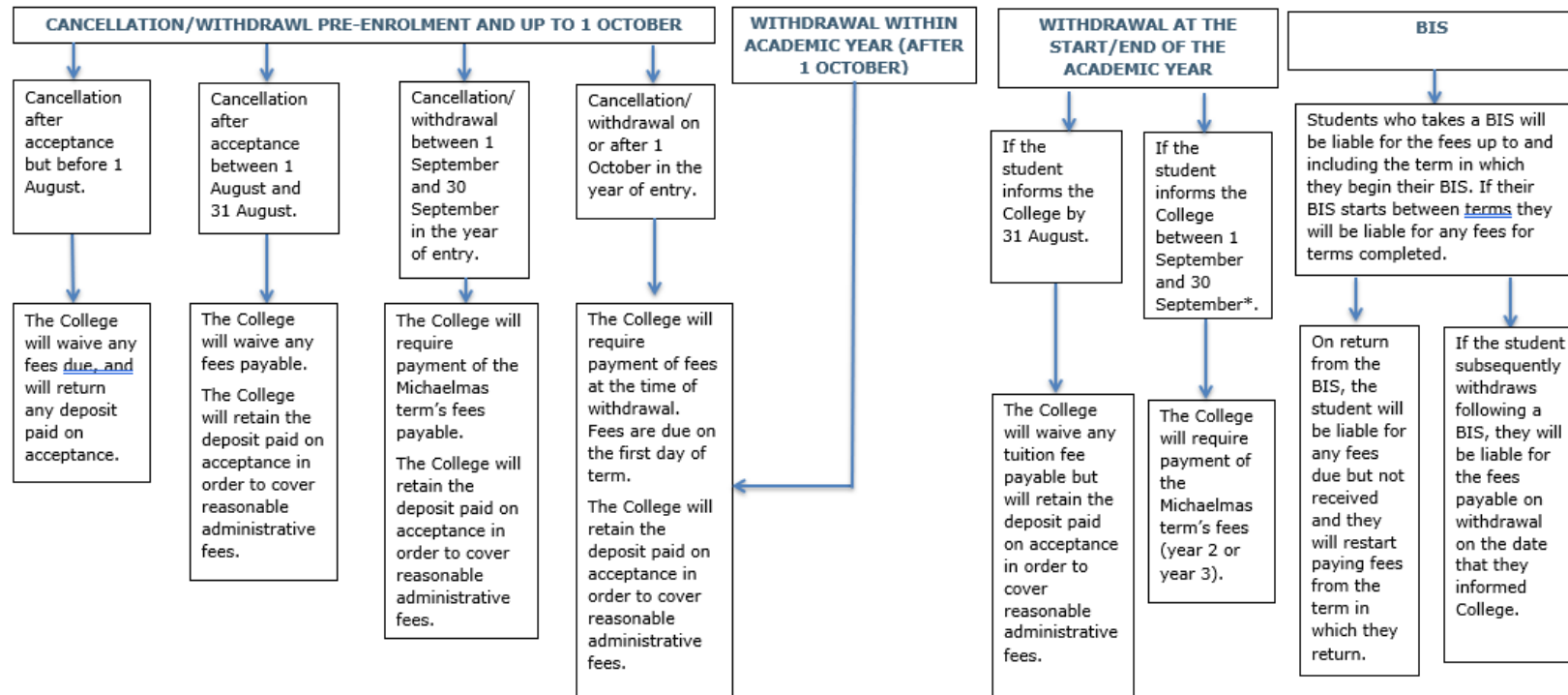
\*Please note students will not be penalised if they are waiting for the results of an academic appeal. In this case, a student will need to inform the College of their intention to withdraw, within five working days of their results being published.

For information on payment and possible refund (in part or whole) of the CAS deposit, please refer to the CAS deposit section of the document above.

**ANNEX B**

**Financial Guidance for Student Withdrawals and Break in Studies**

This guidance should be read in conjunction with NCH Terms and Conditions 2017 or 2018 and applies to student withdrawals and break in studies (BIS). This guidance does not affect your statutory rights under the Consumer Contracts (information Cancellation and Additional Charges) Regulations 2013.



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