



Fairfield School of Business

Tuition Fee and Refund Policy

Version 4.2

Approved by the Board of Governors

Last Amendment: October 2020

The following details the School's policy regarding the payment of tuition fees, as well as the process for the approval and payment of refunds and compensation.

This Policy has been drafted with due regard for the following legislation:

- i. Consumer Rights Act (2015)*
- ii. The Higher Education and Research Act (2017)*
- iii. Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations (2017)*

This policy should be read in conjunction with the School's enrolment terms and conditions.



Document Information

Document owner(s)*:	CEO
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*The document owner is responsible for maintaining and updating the content of this document and ensuring that it reflects current practice at the School.

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1. Introduction

- 1.1. This policy is intended clarify a student’s contractual obligations regarding the payment of tuition fees to Fairfield Business School (FSB) following enrolment onto a course; it also sets out how the School considers and approves requests for refunds.
- 1.2. FSB is a privately founded Higher Education provider and does not receive any financial support from local authorities or government agencies, except where specifically designated for student loans funding for qualifying courses. This policy will apply equally to students in receipt of tuition fee loans assistance as it does to students who pay their tuition fees from their own personal funds (‘self-funded students’) or whose fees are paid by a private sponsor, such as an employer or benefactor.
- 1.3. Enrolled students are ultimately liable for the payment of their tuition fees to FSB, regardless of how their tuition fees are paid; FSB’s course advisors will ensure that prospective students are fully aware of this liability before any application to study is made.
- 1.4. The School delivers higher education courses subject to award-validation agreements with partner universities; procedures for making payments and requesting refunds may vary between courses under different validation agreements. The School will ensure that prospective students have access to accurate and reliable information about the collection of tuition fees, and the procedures and restrictions which apply to requesting refunds and compensation within their pre-application consultation.
- 1.5. FSB will ensure that its procedures for collecting tuition fees, agreeing payment plans, as well as considering refunds requests are applied fairly and consistently.

2. Tuition Fees Policy

- 2.1. For each academic year, FSB will publish and charge tuition fees for all its courses. All information and prices provided on the School’s website, on enrolment forms and through other promotional channels are correct at the time of printing. Students will be verbally notified of fee levels by course advisors prior to enrolment.
- 2.2. Students whose tuition fees are paid in full by the Student Loans Company must provide the Tuition fee entitlement Letters from Student Loans Company to the Finance Department before the start of their course. Students who do not provide the tuition fee entitlement letters or not eligible for the tuition fee from Student Loans Company will be required to pay their tuition fees directly to FSB before the start of the course.



- 2.3. Students who are funded by the Student Loans Company but whose tuition fee loan does not cover the full cost of tuition must provide the tuition fee entitlement letters from Student Loans Company to the Finance Department before the start of their course and pay the remainder of the tuition fees either in full before the start of their course or via an Instalment Plan agreed with Finance office.
- 2.4. If a sponsor or third party fails to pay some or all of the tuition fee on behalf of a student, the student will become personally liable for payment of the outstanding amount on the date which it was due from their sponsor or the third party.
- 2.5. All other students, either not eligible or not choosing to take out the loan through SLC (self-funded), should refer to Section 7 Payments.

3. Discounts

- 3.1. Discretionary discounts may be offered to self-funded students who pay their year's fees in advance of the academic year start date. Information about discretionary discounts will be given upon enquiry.

4. Deposits and Reservation Fees

- 4.1. Tuition Fees for each registration period (usually an academic year) are payable prior to the start of that registration period unless an Instalment Plan has been previously arranged. Where an Instalment Plan is agreed, supplementary charges may be applied.
- 4.2. Payments received via cheques or credit cards or drafts must clear before any application is processed.

5. Additional Fees

- 5.1. Students will be required to pay £15.00 for any assessment resit except where their attendance is above 80%, in which case this fee is waived. Any urgent letters will cost £20.00 per letter and any duplicate will cost £5.00 per letter. Students applying for Health and Social Care or other courses subject to an Enhanced DBS Check will need to sign a separate DBS Checking agreement and pay the cost of carrying out the check as set out in that agreement (currently £50); students on courses of more than 1 year's duration will also need to subscribe to the DBS updating service for £13 per year (payable direct to the government) <https://www.gov.uk/dbs-update-service>



6. Repeat Study

- 6.1. All students registering for a period of repeat study are liable to pay a tuition fee based on the number of modules being repeated, subject to approval by the Assessment board.

7. Payments

- 7.1. FSB collects tuition fees in accordance with its annual fee schedule. Tuition fees are due at the start of each registration period.

- 7.2. FSB accepts the range of payments outlined below:

- In person using a debit or credit card, cheque, bankers draft or cash;
- By post – cheque or bankers draft (please write student name, ID and course name on the reverse of the cheque);
- Recurring credit/debit card payment;
- Bank to bank transfer

For international transactions (outside UK)

Bank Name: Barclays Bank
Account Name: Fairfield School of Business
SWIFTBIC: BARCGB22
IBAN: GB35 BARC 2024 6490 8363 97

School Address: 3 Katharine Street, Croydon, UK,
Post Code: CR0 1NX

FOR UK Internal Transactions:

Bank Name: Barclays Bank
Account Name: Fairfield School of Business

Sort Code: 20-24-64
Account No: 90836397

Reference Number given should be the student's ID or initials and surname



- 7.3. FSB also allows students to pay their fee liability in instalments. Payment Schedules or Instalment Plans are issued at the time of start of the course, or may at FSB's sole discretion be offered on default of payment by a third party sponsor or the SLC. Please contact the Finance Officer for instalment arrangements and details of instalment dates.
- 7.4. Dishonoured cheques or drafts will result in a charge of £30.00 to cover administration costs and bank charges.

8. Sanctions for Non-payment of Fees

- 8.1. In cases of hardship, the student should discuss their situation with the Finance Officer who may be able to arrange flexible payment options, such as an instalment plan.
- 8.2. FSB may also take any or all of the following steps where students fail to pay their Course Fees or any instalment of an instalment plan:
- immediately cancel any instalment plan and demand payment of the balance;
 - suspend access to the library and computing facilities;
 - not accept or mark the examination scripts and assignments/coursework;
 - not register the student with the awarding body or validating University;
 - not submit any unit/module results to the awarding body or validating University;
 - withhold the final award certificate and transcript;
 - suspend the student from the Course;
 - cancel the student's enrolment or refuse reenrolment, and remove the student from the Course.
- 8.3. FSB reserves the right to refer students' unpaid accounts to external agencies to pursue payment and. The School may additionally seek recovery through the courts; in this instance procedural costs arising from the above will be borne by the debtor.
- 8.4. If a sponsor or third party, including the SLC fails to pay some or all of the tuition fee on behalf of a student, the student will become personally liable for payment of the outstanding amount on the date which it was due from their sponsor or the third party.

9. Refunds

- 9.1. When enrolling on an FSB course, a student enters a contract. FSB's contractual obligation is to deliver the higher education course as closely as reasonably possible to that described in its promotional information and pre-contract information. In circumstances where FSB cannot meet



the terms of the contract (other than for reasons outside of its control, or as specified in its Enrolment Terms and Conditions) it will refund the fee paid. In certain circumstances (such as a significant change or campus location, or closure of the provider) FSB's continuity plan provides for compensation over and above a refund (e.g. travel expenses).

- 9.2. Tuition fees will be refunded in full if FSB fails to conduct the specified course or fails to offer an acceptable alternative course for any reason. FSB is not however liable for any consequential loss.
- 9.3. Where FSB cancels a course which is a mandatory component of a Group Award and no alternative is provided by FSB thereby preventing the student achieve the Group Award, FSB will refund the fees for that element of the Group Award where the student has already booked and paid the fee.
- 9.4. Where students have requested early performance of the services below, then FSB will be entitled to deduct the value of any such services provided at the time of the cancellation request.
- 9.5. FSB's admissions process is subject to the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013)*, and the *Consumer Rights Act (2015)*. Where a prospective student has applied through our online enrolment form or has accepted the offer by post or email subsequent to contacting our admissions staff by telephone or email only, acceptance of these terms will be treated as a 'distance contract'. In such cases, after accepting an offer to study from the School, students have a right to cancel their acceptance of the offer at any time up to 14 days after confirmation of acceptance. If a student cancels within this period they will be entitled to a refund of any deposit/tuition fees paid and will not be bound by the School's Enrolment Terms & Conditions.
- 9.6. Refunds requested where the contract is a 'distance contract' will be paid within 14 days of receipt of the cancellation request. FSB prefers these requests be made on the cancellation form by email or delivery in person to School's Registry.
- 9.7. All refunds made after the 14-day cancellation period will be in accordance with Section 10 below, and will be made less any deferral/transfer fees and expenses reasonably incurred on the student's behalf by FSB.
- 9.8. In circumstances where a refund of course fees is to be paid, FSB will normally pay the refund directly to the organisation or individual who made the payment of the fee to FSB. If a student wishes to authorise someone else to collect the refund on his/her behalf FSB will require and authorisation letter and a valid ID from the authorised person.
- 9.9. Refunds will normally be made by cheque made payable to the applicant. If requested and depending on how the original payment was made, the other options for refund are credit or debit card, bank transfer and bankers draft. No refund will be made in cash.



- 9.10. No fees will be refundable for any student withdrawn as a result of a breach of the terms of their enrolment, disciplinary proceedings, fitness to practise procedures, or for poor attendance or insufficient academic performance.
- 9.11. Where a student's fees are paid by the Student Loans Company ("SLC"), as part of a tuition fee loan or grant, any refund will be made to the SLC.

10. Deferrals, Withdrawals, and Intermissions of Study

10.1. Deferments

Deferments may be authorised for students who submit a written request to FSB within 4 weeks of the commencement of the course and will only be granted to the students who, through no fault of their own and due to circumstances beyond their control, are unable to follow the course. FSB may specify that satisfactory evidence be provided of these circumstances and may specify what evidence is required or acceptable.

Refunds will not be issued for deferments and any resulting credit will remain on account and be carried forward to the following year/semester to count towards further fees charged.

10.2. Withdrawals

No application for a refund of fees will be considered unless a withdrawal/intermission form has been completed in full and submitted to the Registry. The date of the withdrawal is considered to be the date that the request Withdraw/Intermit form is submitted to the Registry; withdrawals cannot be backdated. Forms are available from the FSB Connect Portal or from Registry.

FSB will refund the fee in full to students who submit a written request to FSB up to 1 calendar month before the commencement of the course.

Students who withdraw/are withdrawn from their studies after the start of their course but before the start of the final semester will be charged 50% of the total tuition fee. Students who withdraw/are withdrawn from their studies in their final semester will be charged 100% of the total tuition fee.

Discretionary refunds for students who submit a written request to FSB less than thirty days before the commencement of the course may be granted to the students who, through no fault of their own and due to circumstances beyond their control, are unable to attend the course. FSB may specify that satisfactory evidence be provided of these circumstances and may specify what evidence is required or acceptable.



FSB will take into account any tuition fee support that students receive from the Student Loans Company (SLC).

Students who are in receipt of tuition fee support from the SLC and withdraw their studies prior to the tuition fee being made by SLC will become personally liable for payment of any tuition fees outstanding.

Any refund due will be calculated pro rata based on the registration period.

10.3. **Temporary Withdrawals/Intermission of Studies**

Students who temporarily withdraw from FSB are, by definition, expected to return. The date of intermission is the date request to Withdraw/Intermit form is submitted to the Administration Office. Intermissions cannot be backdated. The forms are available from the Student Resources Portal or Administration Office.

Refunds will not be issued for intermissions and any resulting credit will remain on account and be carried forward to the following year to count towards further fees charged.

Students who are in receipt of tuition fee support from the SLC and intermit their studies prior to the tuition fee being made by SLC will become personally liable for payment of any tuition fee due.

On resumption of study, where the student is liable for the fee the student will be invoiced the full tuition fee for the academic session plus any repeat fee, with a discount applied equal to the tuition fee charged for the period of study prior to the intermission. If the student returns for the full academic year, then s/he will be charged in full at the new rate.

Students who temporarily withdraw/intermit their studies remain liable to pay any outstanding fees due to FSB and re-enrolment will not be permitted until outstanding fees have been paid.

11. **Changes to Fee Amounts**

- 11.1. FSB will set its fees amounts in accordance with any external caps applied as a condition of its funding designation or its validation agreements with partner awarding bodies.
- 11.2. In the event that FSB is permitted by its regulators or partners to raise its fee cap, changes in fee levels will not apply to existing students; the fee levels agreed at the point of acceptance of the offer to study shall remain fixed for the duration of the course. Where the student's initial contract with FSB is terminated for any reason (e.g. owing to suspension or withdrawal following failure to fulfil assessment criteria), the new fee amount will apply to any new contract.



12. Fee Appeals

- 12.1. Individual staff members of FSB are not permitted to vary or waive fees. When extenuating circumstances warrant an investigation into the amount of fee charged according to the current fee policy, a student should submit an appeal in writing to finance@fairfield.ac , which will be dealt with in accordance with the Student Complaints Procedure.

13. Review and Update

- 13.1. This policy is non-contractual; FSB reserves the right to amend its *Tuition Fees and Refunds Policy* at any time; terms and conditions relating to refunds eligibility and timeframes for payment will however remain as agreed at the point of acceptance of an offer to study.
- 13.2. This policy will be reviewed periodically or as required by the School's Legal Advisor and Finance Officer; changes to it will be reviewed by the Executive Committee. All changes to this policy will be ratified by the Board of Governors.



Version History

Versions **1.0 - 3.0**

Original author(s): CEO

Reviewed by: Executive Committee

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September 2018

Version **4.0 - 4.1**

Revised by: Quality Audit Manager
 Legal Advisor

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Approved by: The Board of Governors

September 2019

Version **4.2**

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 Legal Advisor

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Approved by: The Board of Governors

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Version

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