S P Jain London School of Management	Refund and Compensation Policy
Document type	Policy
Administering entity	Chief Operating Officer, Registrar, General Manager - Finance
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Approval authority	Board of Directors
Indicative time of Review	

# 1. Scope

This policy applies to: Students studying in or intending to study at SP Jain London School of Management (SPJ UK).

# 2. Purpose

The purpose of this Policy is to provide clear guidance and information about the fee refunds process (applicable to both domestic and international students), the process for application of refunds and circumstances under which refunds are to be provided to current and prospective students.

Term - refers the dates announced by the Student Loan Company. They may not be the same as the School's own teaching dates or attendance requirements.

# 4. Guiding Principles for Refunds for Students

Applicants and students seeking a refund, must contact the Registry to complete all relevant documentation.

Non attendance is not a reason for a refund.

A refund can only occur if an applicant/student has a current credit on their student finance account.

Refunds will be made to the account from which the tuition fees were paid.

Where student tuition fees have been paid through the Student Loan Company or through another recognized party on behalf of the student the refund will be to the agency or company paying the fees.

# 5. Up-front tuition fee payment and non-refundable deposits for international students

All full-time international students will be required to pay an up-front payment of their tuition fees to secure their place on the course and to be issued a Confirmation of Acceptance (CAS). The amount of the up-front payment will be detailed in the offer letter. £2000 of this up-front payment is a non-refundable deposit.

The deposit is refundable only in the following circumstances:

- if the University does not issue a CAS; or
- where a student is issued with a visa refusal by the UKVI unless the refusal by UKVI is for reasons of fraud or misrepresentation.

Where the deposit and up-front payment is refunded to the student, the University will retain £1000 as an administration fee.

Where a student is unable to apply for a visa or decides not to study in the year of application for any reason, the University will return the up-front payment minus the £2000 deposit. The University will retain the deposit which the student may use to re-apply within two years.

Where a student commences their course of study but decides to withdraw, the University will retain the £2000 deposit.

Students are required to pay their tuition fees in full on enrolment.

#### 6 Procedures for Refunds

- a. All refund requests must be submitted in writing to the Registry and must be accompanied by official documentary evidence of the grounds for the request.
- b. Refunds for undergraduate students would follow the Student Loan Company procedures. For post graduate students, no refunds will be provided apart from exceptions that are approved by the Registry.
- c. Where a student applies for a refund of the fees without making an appeal for special circumstances the refund will be assessed by the Admissions Office and cleared for payment to the Accounts Office.
- d. All refunds to students will be paid normally within four weeks of the date of receipt of the approval of the refund request to a nominated account in the student's home country.
- e. Additional delays may occur for receipt of payments to overseas bank accounts.
- f. No funds may be committed or expended except by approval of the Accounts Office with delegated authority to approve, in accordance with SPJ UK's financial delegations.

# 7 Circumstances and applicable refunds

The following section sets out the various circumstances in which students are eligible for fee refunds.

## a) Refunds where a course cannot be delivered (Provider Default)

#### i. Full Refund of all Fees

SPJ UK will refund all fees paid by students who are registering for the first time including in the unlikely event that the School is unable to launch delivery of the course on the agreed date and at the agreed location, as set out in the offer letter. All refunds will be refunded within 14 days of the agreed starting day of the course. In these circumstances the School may offer the student a place in an equivalent course with fees not in excess of the original.

#### ii. Refund of Tuition Fees Only:

SPJ UK will refund the tuition fees paid by a student who are registering for the first time prior to the start of the course on the agreed date. This will not include any non-refundable deposit, where the School withdraws an offer because the student:

- breaches the terms and conditions of the application or letter of offer, including through the provision of fraudulent documents
- breaches a term or condition as part of the requirements

#### b) Refunds where a Student withdraws from the course prior to the start of the course

New students who are registering for the first time who withdraw from a course prior to commencement will be entitled to a full refund of any tuition fees paid less any non-refundable deposit.

# c) Refunds following commencement of the course

- For the students who cancel within the first 14 days, no fees will be charged although any non-refundable deposit will be retained.
- For undergraduate students who withdraw having commenced the course, the refunds will be as follows:
  - Term One enrolment 25% of the annual tuition fee is charged
  - Term Two enrolment 50% of the annual tuition fee is charged
  - Term Three enrolment 100% of the annual tuition fee is charged

For postgraduate students, no refunds will be provided apart from exceptions that are approved by the Registry.

ii. All refunds to students will be paid normally within four weeks of the date of receipt of their request for a refund.

#### d) Refund of tuition fees for Continuing Undergraduate Students

Where a Continuing Undergraduate Student withdraws from a course prior to the beginning of an academic year, they are entitled to a refund of all tuition fees paid for that academic year.

Where they withdraw after the commencement of the academic year, they will be entitled to a refund as outlined above. Students who are enrolling for their second or subsequent year of study are not entitled to a refund within 14 days of enrolment.

Where tuition fees have not been paid in full, only the proportion of the tuition fees that have been paid may be refunded.

### 8 Special Consideration

 When applying for a refund of fees, students may include an appeal for a refund on the basis of special consideration. A decision will be made by the Chief Operating Officer in consultation with the Registrar.

Such circumstances could include but are not limited to:

- ii. Serious illness or misadventure, or other compassionate grounds such as death in the immediate family
- iii. Political, civil or natural events which prevent full payment of fees

## 9 Exceptions

Transactions and refunds which are exceptions to this policy may be approved by the Chief Operating Officer in consultation with the Registrar where it is considered that:

- a. such a transaction is in the best interests of SPJ UK and is consistent with the objectives of this Policy,
- b. the transaction is approved by the General Manager-Administration in writing prior to execution.

#### 10. Appeals

Applicants who are not satisfied with the outcome of their application for a refund may lodge a grievance in accordance with the Complaints Procedure outlined in the Admissions Policy.

Students who are not satisfied with the outcome of their application for a refund may lodge a grievance in accordance with the Student Complaints Policy".

#### 11. Record keeping

Records of all fee refunds must be retained in accordance with SPJ UK's "Records Management Policy".

#### 12. Compensation

Compensation is only applicable to SPJ UK students in the event of programmes UK not being able to teach out the programme of study. The role of SPJ UK is to offer a teach-out of the course in order to complete the programme and in order that the student graduate. Where teach-out is not possible, SPJ UK will support the student with compensation of all relevant fees and support to complete the programme in accordance with the Student Protection Plan

## a. Transfer to Another University

Where a student seeks to transfer to another higher education provider to complete their studies, any refund will be calculated as if the student was withdrawing from the School.

If SPJ UK is unable to support the student in the programme of study, SPJ UK is committed to support the student to transfer the SPJ UK courses to another UK University, as provided for within the Student Protection Plan. In such cases, each student transfer case is evaluated following mapping activities to identify equivalent course options, that would include details of the following:

- 1. Appropriate internal course transfer options which will be made available to the students to enrol in alternative courses
- 2. Identification of alternative courses at other institutions where the students may transfer to, based on prior agreements on credit transfers
- 3. The other procedures and/or polices to assist students' transfer to another institute along with mapping of the subjects to be completed
- 4. In addition to course tuition fees, additional compensation may also need to be planned for
  - Travel costs to the University campus
  - Accommodation costs if daily travel to the higher education provider is not practical
  - Childcare costs if applicable

### b. Scholarships and bursaries

If teach-out is applicable for students with a scholarship or bursary for their study at SPJ UK, SPJ UK is committed to pay the scholarship or bursary for the student at their new higher education provider for the programme of study.