



DAVID GAME  
HIGHER EDUCATION



University Centre  
at David Game College  
LONDON

Name of Document:	Tuition Fee, Deposit, Refund and Compensation Policy
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## Introduction

1. **Background:** University Centre at David Game College and David Game College Higher Education Centre (the **College, Our, Us, We**) are 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 a Student Protection Plan identifying risks and mitigation measures. We have also 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 **Deposit** of tuition fees may be payable by a student in order to secure their place on a course of study.
6. A **Current student** is one already registered and enrolled on an academic programme at the College.
7. A **Prospective student** is one who has accepted a place at the College but has not yet registered or enrolled or started their programme.
8. An **International Student** is a student who is required to pay the international student fees and is not eligible for home fees.

## Registration Fees and Additional Costs

9. **Registration Fee:** The College Registration Fee covers the administrative costs incurred during the admissions process and is non-refundable.
10. **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

11. **Regulated Fees:** Undergraduate tuition fees for home 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.
12. **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.

## Student Loans

13. **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. If the student's application on the Student Loan Company portal is appearing with a Tuition fee loan amount of zero, the College will not be able to allow the 8-week grace period as above.
14. **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.
15. **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

16. 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).
17. 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

18. 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.
19. 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 20-27 below for more details).

## Refunds

20. **Eligibility** for a refund differs according to whether a student is being sponsored for a student visa.

- i) If the student is being sponsored by the College for a student visa the College may consider refunding tuition fees if:
  - the student is affected by closure of a programme (planned or unexpected).
  - is refused a student visa (except in cases of fraudulent visa applications)
  - cancels their place within the 14 day cooling off period (see Terms & Conditions clause 20 for applicability)
  - under other exceptional circumstances on a case-by-case basis at its sole discretion.
  - Note: Refunds will not normally be made if the sponsored student has been issued with a visa.\*
- ii) If the College is not sponsoring the student for a student visa 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 20 for applicability);
  - withdraws from their course of study;
  - has made an overpayment (self-funding only);
  - has their place terminated by the College (planned or unexpected);

21. **Calculation:** the level of refund entitlement will never exceed the actual amount paid and (if applicable) may have a deduction made for registration fees. The amount will depend on the specific circumstances.

i) Undergraduate level courses		
<b>Date of Cancellation/Withdrawal /Termination</b>	<b>% of annual tuition fee due if <u>Student</u> cancels or withdraws</b>	<b>% of annual tuition fee due if <u>the College</u> terminates</b>
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)
ii) Postgraduate level courses		
<b>Date of Cancellation /Withdrawal /Termination</b>	<b>% of tuition fee due if <u>Student</u> cancels or withdraws*</b>	<b>% of tuition fee due if <u>the College</u> terminates</b>
Before the start date	0%	0%
After start date of term 1	50%	30%
After start date of term 2	75%	60%
After start date of term 3	100%	90%

After start date of term 4	100%	100%
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\*Refunds will not normally be made if a sponsored student has been issued with a visa.

22. **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.
23. **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

24. **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. Please see the College's Student Protection Plan for further information.
25. **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.
26. **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.
27. **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.

### Deposits

28. **International applicants** are required to make a tuition fee deposit for the purposes of applying for admission to a programme of study at the University Centre at David Game College. Information about any deposit payment due will be included in your offer letter.
29. By making a deposit payment you are agreeing to the terms and conditions of this policy. Before you pay your deposit you should be confident that UCDG is your preferred choice for study, that you will achieve the academic grades required, be able to provide the correct

documentation, satisfy the English language proficiency requirement, provide acceptable financial evidence to secure a Student visa, and meet the Genuine Student Requirement.

30. Any **refund requests** must be made in accordance with this policy and its deadlines. **We** reserve the right to amend this policy at its discretion, and for any reason deemed fitting or necessary, without notice.
31. **Deposit cooling-off period:** there will be a 14-day cooling-off period from the date your deposit was made. During the 14-day cooling-off period you may request a deposit refund by the method outlined in this policy.
32. If you enrol within the 14-day cooling-off period, the cooling-off period will cease at the point of enrolment. If you withdraw from the College after enrolment, you may be eligible for a refund on any tuition fees paid over the amount of the deposit, but the deposit will not be refunded unless extenuating circumstances can be evidenced.
33. Deposit refunds will NOT be considered if any of the following apply:
  - i) The refund request is received more than 2 weeks after the course start date.
  - ii) Where a visa application has been refused by the Home Office either on the grounds of fraudulent activity, such as providing false, misleading or inconsistent information, **or** the applicant has not submitted a request to UKVI for an administrative review, appeal or similar, having been advised by the College to do so.
  - iii) Where a CAS has been issued and you fail to attend the start of the programme or withdraw after enrolment. The UKVI will be informed that you are not enrolled on the expected programme.
  - iv) No refunds will be made once your visa has been approved by the Home Office and you have arrived in the UK.
  - v) Where an applicant has failed to arrange to take an appropriate English Language test.
  - vi) Where an applicant was offered and accepted a place on an alternative programme at UCDG (either on English language or academic grounds). You may apply for a deposit refund within 14 days of the alternative offer being made, should you decide not to accept the alternative offer. However, if an alternative offer is accepted, the original terms of the deposit policy apply and you would not be entitled to a refund should you change your mind at a later date.
  - vii) Where an applicant changes their mind and decides not to study at the University Centre at David Game College. In this case, you may request for the deposit to be rolled forward to the next intake if a deferral is requested and approved. Any deposits rolled forward will be non-refundable.
34. Deposit refund requests will be considered if one of the following applies:
  - i) A refund request is made before the 14-day cooling off period ends.
  - ii) Where a student with a conditional offer to study at the College does not ultimately meet the conditions stated in their offer letter or does not meet the conditions to acquire a CAS for their visa. In that case you must, as appropriate: submit your academic results to the University as soon as they are available, and by the deadline issued in your offer letter, for them to be considered by the Admissions Team and provide evidence of having taken a recognised English language study test, if necessary, by the deadline issued in your offer letter. If the College subsequently offers you an unconditional place on the programme to which you originally applied and you choose not to take up the place, your deposit payment will be retained.

- iii) Where the applicant fails the College credibility assessment.
  - iv) Where the student is refused a student visa, provided the reason for the refusal is NOT due to a fraudulent application. To request a refund, you must submit a copy of the visa refusal document to the College.
  - v) Where an applicant has applied for leave to enter/remain in the UK which has subsequently been refused by UKVI, and the applicant can provide official documents including a transcript of any interview undertaken with UKVI as part of this process, *and* the applicant can demonstrate, to the satisfaction of the College, that they have not contributed in any way to the refusal, *and* the applicant has followed any advice provided by the College in relation to their Student visa application
  - vi) Where the College substantially changes or cancels the programme after you have accepted an offer and paid the deposit. In such a case, you may be offered a place on an alternative course, or be entitled to a deposit refund.
- vii) 35. Deferrals
- i) Applicants may request a tuition fee deposit to be deferred, along with the offer of a place of study, for one academic year from the initial commencement date of the course.
  - ii) Where a deposit has been paid and a deferral request has been approved, the deposit will automatically be carried over to the next cycle to secure the place on the programme.
  - iii) It is not possible to both defer a place and receive a deposit refund.

### 36. Exemptions

You are not required to pay a deposit in the following circumstances:

- It is not stipulated in your offer letter.
- You are in receipt of a full scholarship or funding (entire cost of tuition fees plus living costs) from a recognised sponsor or funding body.
- You are in receipt of a bank, student, government or US Federal loan covering the entire cost of your tuition fees.

You may be asked to provide documentary evidence to exempt you from paying a deposit.

### 37. Applying for a refund

You must be able to produce the relevant supporting documentation, eg:

- an academic transcript dated after the deposit was paid to show that you did not meet the conditions of your offer.
- a visa refusal notice to show why your visa was refused.
- evidence that an application for funding has been denied or that financial circumstances have changed significantly since the deposit was paid.
- verifiable official documentation to support a claim of ill health or exceptional circumstances.

38. Tuition fee deposit refund requests must be submitted, along with the appropriate evidence to the Admissions Office within 2 weeks of the original programme start date. Requests must be made to [admissions@ucdg.ac.uk](mailto:admissions@ucdg.ac.uk) and include all of the following information in order to be considered:

- Your applicant personal ID
- Your full name
- Date of birth
- Details of the course you applied for
- The reason for non-enrolment



39. If your refund request is approved, your deposit will be returned, minus the registration fee, and will be processed a minimum of 30 working days from that decision. Any approved deposit refunds will be returned via the same method and to the same account from where the payment was received. This is a requirement under anti-money laundering laws. We cannot refund deposits to any other account or by any other mechanism of payment. Please note that concessions cannot be made for fluctuations in the exchange rate. Fraudulent information

If you are found to have provided fraudulent or incorrect documentation in support of your College or UK visa application, or in requesting a deposit refund, the above policy will not apply. In such circumstances, any offer from the University will be invalidated and we will notify the appropriate authorities in the case of serious fraud or deception. In these cases, deposits will be retained and there will be no entitlement to a refund. Where the University suspects fraud and may require additional checks on a qualification, you must engage with the checking process to be considered for a refund.

### **Complaints & Further Information**

40. **Complaints:** Any student with a complaint relating to this Tuition Fee Refund and Compensation Policy should use the College Complaints Policy and Procedure.
41. **Further Information:** If you require any further information regarding refunds or compensation please e-mail the Finance team at [student.finance@ucdg.ac.uk](mailto:student.finance@ucdg.ac.uk) or via 020 3220 0347.