

GOLDSMITHS
University of London

Student Fees, Refund and Compensation Policy

1. Purpose

This policy provides clear expectations of a student's financial obligations to the University following enrolment on to a course. It also details the process with regards to refunds and compensation should a programme of study be cancelled or the student chooses to withdraw. This policy supports the institution's fees regulations:

www.gold.ac.uk/governance/generalregulations/6-fees/

This policy has been developed in line with the College's statutory responsibilities as articulated in the Consumer Rights Act 2015 (CRA) and the Higher Education and Research Act 2017 (HERA). It is formulated in line with the requirements for registration with the Office for Students as a Higher Education provider.

This policy does not govern payments, refunds and compensation for accommodation issues. These are governed by Goldsmiths Accommodation Terms & Conditions:

<https://www.gold.ac.uk/student-accommodation-regulations/>.

2. Overview

Important Information for all students

- By accepting an offer of a place on one of our programmes, you, the 'student' enter into a legally binding contract with Goldsmiths College ('the College'). As such, you accept and agree to be bound by these terms and conditions. The payment plan ('terms'), which forms part of the Student Contract, cannot be varied under any circumstances.
- The College's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You have the right to cancel your acceptance by informing the College in writing within 14 calendar days after you have completed the online or manual registration process or from the official course start date, whichever is later. If you cancel within this period you will be entitled to a full refund of any deposit/fees that you have paid. If you cancel after this period the College retains the right to charge a proportion of the annual course fee as indicated in this Policy.
- The College has a 'fixed-fees' policy for tuition fees meaning that the fee that is charged when a student commences their programme of study at enrolment will remain at that level until the completion of the programme.
- The 'fixed-fees' policy will apply if a student interrupts, or repeats a year of study.
- It is your responsibility to ensure that you are able to pay for your course prior to enrolment. Enrolment will not be permitted unless prior year debt is paid in full.
- It is the College's responsibility to ensure that it delivers the programme of study as articulated in the Programme specification and in line with the terms and conditions supplied to students in the College's regulations:
www.gold.ac.uk/governance/generalregulations/.

3. Fee Status

Students enrolled on a programme that leads to an undergraduate or postgraduate qualification are usually assessed as 'Home/EU' or 'International' fee payers. This assessment is made in line with The Education (Student Fees, Awards and Support) (Amendment) Regulations and guidance issued by UKCISA^{1,1}

The Assessment is usually carried out at the application stage. However, if you feel you have been wrongly assessed, or your circumstances have changed since enrolment you are able to seek a reassessment from the Student Fees team. If a student changes fee status and has paid fees in advance, a fee rebate will be applied on a pro-rata basis from the date the assessment is confirmed.

4. Setting Fees

Tuition fees are set on an annual basis. These fees are approved by Council on the recommendation of the College's Finance & Resources Committee. The fees structure is developed by a Fees Setting Working Group.

5. Withdrawals, interruptions and changes

For further information on withdrawals and refund of fees, please also see www.gold.ac.uk/governance/generalregulations/6-fees/

If you withdraw, it is important that you contact your academic department, in particular your Senior Tutor, so that your withdrawal can be formally authorised. If you fail to do so the full tuition fee will be due for that year of study. Retrospective withdrawals will not be permitted.

5.1 Undergraduate Students

1. If a student is withdrawn by their department for non-attendance tuition fees are due up to the date of withdrawal.
2. If a student withdraws, or interrupts, within 3 weeks of start of autumn term, they will not be liable for any tuition fee payment to the College and any tuition fee loan applied for will not be payable.
3. Thereafter tuition fee liability will increase as follows:

| Time lapsed | Percentage |
|-------------------------------|-------------------|
| After 3rd work of Autumn term | 25% |
| From beginning of Spring term | 50% |
| From beginning of Summer term | 100% |

¹ <https://www.ukcisa.org.uk/Information--Advice/Fees-and-Money/Home-or-Overseas-fees-the-basics>

5.2 Postgraduate Student Withdrawals

1. If a student is withdrawn by their department for non-attendance tuition fees are due in full.
2. If a student withdraws from their programme of study fees are calculated as follows:

| Autumn term | |
|---|-------------------------------|
| Withdrawal time | Refund amount |
| Withdrawal within 3 weeks of start of autumn term | No fee due, full refund |
| After 3 weeks | 25% of fee due, refund of 75% |
| Spring term | |
| Withdrawal within 2 weeks of start of spring term | 25% of fee due, refund of 75% |
| After 2 weeks | 50% of fee due, refund of 50% |
| Summer term | |
| Withdrawal within 2 weeks of start of Summer term | 50% of fee due, refund of 50% |
| After 2 weeks | 75% of fee due, refund of 25% |
| After 1st July | Full fee due |

5.3 Postgraduate Student Interruptions

If a student interrupts then fees will be calculated as follows:

| Withdrawal time | Refund amount |
|---|--|
| Withdrawal within 3 weeks of start of autumn term | Full refund |
| After 3 weeks | Liable for pro rata fee based on number of weeks attending. Overpayment to be held as a credit towards fees for the following academic session. |

5.4 Transferring from Full Time to Part Time study

If a student transfers from full time to part time mode of study they will be charged a pro rata amount for the period they were registered as a full time student and a pro rata amount for the remaining period as a part time student. This may result in an increase in the fee due.

5.5 Transferring programme of study

If a student transfers programme of study then they will be liable for the fee associated with each programme that they study for the duration that they are enrolled on that programme.

In the event that a student transfers to a programme with a higher fee their fee liability will increase. This will be applied on pro-rata basis.

In the event that a student transfers to a programme with a lower fee their fee liability will be reduced on a pro-rata basis. Should the student have paid fees in advance then a pro-rata refund will be applied.

5.6 College withdrawing students

From time to time it may be necessary for the College to withdraw a student. The reasons for this can vary and this will be carried out in line with the appropriate policy. Should this occur a student will be eligible for a refund of any fees paid from the date of withdrawal.

6. Refunds to students who have paid fees

If a student has paid tuition fee up front you will be refunded the amount in excess of the tuition fee charged based on the percentage tuition fee liability:

6.1 Refunds for withdrawal

| Autumn term | |
|---|-------------------------------|
| Withdrawal time | Refund amount |
| Withdrawal within 3 weeks of start of autumn term | No fee due, full refund |
| After 3 weeks | Refund of 75% |
| Spring term | |
| Withdrawal within 2 weeks of start of spring term | Refund of 75% |
| After 2 weeks | Refund of 50% |
| Summer term | |
| Withdrawal within 2 weeks of start of Summer term | 50% of fee due, refund of 50% |
| After 2 weeks | 75% of fee due, refund of 25% |
| After 1st July | Full fee due |

6.2 Refunds in the case of programme or institutional closure

In extreme circumstances the College may have to terminate a programme of study. This will be managed in line with the College's Programme Closure process:

<https://www.gold.ac.uk/quality/prog-closure/>.

In such a case, or if the institution has to close, refunds will automatically be awarded to students for the current year of study. If the programme has to be terminated at any stage during the year then the refund process will be applied as above to students who have paid fees.

We will ensure that students can be taught and assessed to the end of the module which they are studying thus enabling them to accrue academic credit. This can then be used to secure transfer to another university should this be appropriate.

On some occasions this may mean that a student suffers financial loss. Each situation is different and therefore needs individual consideration. The outcomes of this consideration may include compensation for maintenance costs and lost time where it is not possible to preserve continuation of study (see section 8 below).

6.3 Process for refund

- Approved refunds will be paid by the same method and to the same account as the money was originally received. Evidence of payment and a copy of a bank statement will be required to verify details.
- We aim to process a refund within 3 weeks of the Fees Office receiving the refund request or withdrawal form. You may be contacted to confirm the bank details you wish the refund be paid to.
- Refunds will be paid within 14 days of the refund being approved.
- If your fees were paid via a sponsor or other organisation, including the Student Loans Company, the refund will be paid to the sponsor and in line with any external regulations that may apply.
- In the case of withdrawals, the date of withdrawal will be the date at which a completed withdrawal form is authorised by the Registry Services team. It is the student's responsibility to formally notify the College of their withdrawal at the point at which they leave the course.

Refunds are not given to students on Non Credit Bearing courses (NCB) (short course codes beginning with 1) except in the following circumstances:

- Closure of classes because of low enrolment (full fee refunded)
- Withdrawal from class before course begins (full fee refunded)
- Exceptional circumstances such as illness (pro rata) must be supported by documentary evidence and the written approval of the Head of Department.

6.4 Claiming a refund

If a student meets the above criteria for a refund then they should apply for this through the College's Fees Office who can be contacted by e-mail on fees@gold.ac.uk or by telephone on 020 7078 5311.

7. Payments of scholarships and bursaries

Goldsmiths awards a range of fee waivers, scholarships and bursaries. Details including payment dates for awards can be viewed at: <https://www.gold.ac.uk/student-services/bursaries/>.

- Fee waivers represent an award against the published student fee. This will be credited to the student account. In the case of a student withdrawing or the programme of study ceasing the fee waiver will be removed.
- Scholarship and bursaries are paid directly to the student.
- In the case of a student withdrawing from the College the scholarship or bursary will be suspended from the point of withdrawal.
- In the case of the programme of study being terminated or the institution ceasing to operate the institution will honour the award allocated to the student.

Some scholarships are awarded by external bodies and as such we are bound by the terms and conditions of the relevant awarding body.

8. Compensation

Compensation will be awarded if clear, recognisable and material loss is suffered and evidenced by the student. This normally falls into two categories, either:

- (a) Recompensing a student for wasted out-of pocket expenses they have incurred, which were paid to someone other than the university (such as travel costs).
- (b) An amount to recompense for material disadvantage to the student arising from a failure by the university to discharge its duties appropriately.

Compensation may take the form of a financial payment, a discount, or some other form of benefit. It is possible that in the case of a complaint about an element of a programme of study or learning experience this could be settled without the need for a refund or financial compensation. In these cases this might include an apology, a goodwill gesture or in the case of the complaint relating to the quality of a programme of study this could include repeating a part of the course that did not meet the expected standard.²

8.1 Making a claim for compensation

The College's Complaints and Appeals Process is the process that provides students with effective consideration of any claim for financial or other compensation. It articulates the steps that will be taken by the College in assessing any complaint and also details the process that a student should follow if they are unhappy with the outcome of a complaint and wish to progress their complaint to the Office of the Independent Adjudicator (OIA)³.

Students can find guidance in our College Complaints and Appeals Policy and Process: www.gold.ac.uk/governance/appealsandcomplaints/studentcomplaints/.

² <http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2018/briefing-compensation-refund-policies-april-2018.pdf#search=industrial%20action>

³ <http://www.oiahe.org.uk/>