

# **Student Refund Policy**

### Introduction

- 1. The Royal College of Art ("RCA") is committed to delivering high quality taught and research degree programmes to our students. The RCA is also committed to complying with its consumer protection law obligations and the regulations applicable to institutions registered as "fee-cap" providers with the Office for Students.
- 2. The College's General Terms and Conditions for Students outline the conditions concerning fee liability for students. This includes how the College will calculate fees owed by students whose registration is terminated before the programme is complete, and the amounts of fees overpaid that should be returned to the student in these circumstances.
- 3. This Policy outlines the College's policy on refunds to students where the College terminates the registration of one or more students, through no fault of the student (i.e. where the student has not completed or failed the programme, or had their registration terminated for misconduct).
- 4. A refund, for the purposes of this Policy, is defined as a decision by the College to waive a student's liability for fees for a period during which the student has been registered. It should not be confused with a return of overpayment (fees paid for a period of registration which, in the event, the student did not commence).

## **Academic Failure**

5. The College's academic regulations define how the College will assess a student's academic performance, and the conditions that must be satisfied in order for a student to be regarded as a "fail". The registration of a student categorised as a fail shall be terminated. A student who has entered their final assessment and exhausted all possible referral and appeal possibilities shall be regarded as having completed the programme and shall be liable for the full fee for the programme.

6. Students who are classified by the Academic Board for Concessions and Discipline as a fail shall not be entitled to any refund of fees; their fee liability will be assessed in accordance with the College's General Terms and Conditions for Students.

### **Student Withdrawal**

7. On occasion, students may choose to withdraw from their programme, due to illhealth or personal reasons. In such cases students shall not be entitled to any refund of fees; their fee liability will be assessed in accordance with the College's General Terms and Conditions for Students.

# **Failure to Deliver a Programme**

- 8. On occasion the College may decide not to deliver a programme which it has advertised, offered places on or registered students to. Such occasions shall be extremely rare. In such circumstances the College will make every reasonable effort to avoid disruption and offer reasonable alternatives.
- 9. Where an applicant has been offered, and has accepted, a place on a programme which is subsequently withdrawn the College shall make every effort to facilitate a transfer to a cognate programme of the College. In these circumstances the applicant may choose to take up the place on an alternate programme, and be subject to the usual terms and conditions. If the applicant chooses not to take up a place on an alternate programme, or no alternate is possible, then the student shall be refunded any deposit paid. The College shall not accept any further liability beyond repayment of the deposit and any tuition fees paid in advance to the College.
- 10. Where the College takes a decision to withdraw a programme to which students are registered then the College shall make every reasonable effort to continue offering the programme until all registered students have completed their studies. This includes students on an approved leave of absence, or who are referred during the course of the programme. For example, the College may engage alternate external teachers to continue teaching the programme, or review the programme structure to enable students to attend relevant components of other programmes. In these circumstances, the College's normal regulations and policies shall apply, including regulations relating to referrals and deferrals, and the College's Leave of Absence Policy.
- 11. In extreme circumstances (for example a specialist programme where no teaching staff with the relevant expertise are available to continue teaching, and no reasonable alternative teachers can be found) the College may be required to discontinue teaching on a programme before all students can complete their studies. If any such circumstances should occur, the College will make every effort to facilitate a transfer

for all students to another programme of the College, or alternatively to a programme offered by another institution, should the student wish to do so. In such circumstances the College will ensure that the fee paid for the new programme by the student will not exceed the fee that they would normally have paid to complete the programme that they were originally registered to. If no transfer is possible, or if the student elects not to transfer to an alternative programme, then the College will refund all fees paid by the student for the programme that was discontinued. The College's liability shall be limited to full repayment of any tuition fees paid.

- 12. Where a student's fees have been paid directly to the College by a sponsor then the refund shall be paid direct to that sponsor.
- 13. Should a transferring student be in receipt of a bursary or scholarship then the College shall make every effort to facilitate the transfer of that bursary / scholarship to the new programme / institution. Should a transfer of the bursary / scholarship not be possible then the College will fund a new bursary / scholarship to pay the tuition fees for the programme that the student is transferring to.
- 14. Where a research student's supervisor leaves the College, the College will normally seek to appoint a replacement, appropriately qualified, supervisor. This Policy shall only apply in such circumstances where the College has been unable either to appoint a replacement supervisor or to facilitate a transfer to an alternative institution.

Trevor Pearce Registrar March 2018