

## **FALMOUTH FLEXIBLE FEES AND CANCELLATION POLICY**

This policy takes effect for all enrolments from 1 September 2019 onwards. Some material changes have been made to the Falmouth Flexible Fees and Cancellation Policy in place during the 2018/19 academic year. These are detailed at the end of this document.

### **1. Introduction**

1.1 This policy applies to all students registering for a Falmouth Flexible\* course of study.

1.2 By making a payment towards your tuition fees, you agree to abide by the terms and conditions of this policy. For the avoidance of doubt, this means that by paying your Acceptance Fee or an instalment of your Tuition Fees you are agreeing to the terms and conditions of this policy.

1.3 It is therefore important to make sure you have read and understood this policy before you make a payment.

### **2. Acceptance Fee**

2.1 In order to accept your offer of a place on your course you will be required to pay a £250 Acceptance Fee.

2.2 The Acceptance Fee must be received within two weeks of the date at the top of your offer letter to guarantee you a place on your chosen Falmouth Flexible course.

2.3 The Acceptance Fee will be offset against your overall Tuition Fees.

2.4 If you withdraw within 14 days of payment of the Acceptance Fee (the 'Cooling Off Period') you will be eligible for a full refund. Once the 'Cooling Off Period' has expired, you will not be eligible for a refund in the event you do not take up your place or do not meet the entry conditions set by the University.

### **3. Tuition Fee Levels**

3.1 Tuition Fees will be charged at the rate advertised on the relevant course page of Falmouth Flexible's website on the date the Acceptance Fee is received.

3.2 Discounts or bursaries may be applied to the Tuition Fee in accordance with the terms advertised on the Discounts and Bursaries web page. No bursary or discount, either individually or collectively, may amount to more than 25% of the total tuition fees due for a course.

3.3 Tuition Fees are reviewed annually and are liable to increase each academic year for those who commence a new course of study.

3.4 Students who are continuing to study on the same course are not subject to a fee increase providing they complete their studies within the Recommended Timeframe (8 months for PG Cert, 12 months for BA (Top-Up), 16 months for PG Dip, 24 months for Masters).

3.5 Students who take longer than the Recommended Timeframe to complete their studies will be subject to tuition fee increases.

#### **4. Payment Options**

4.1 Tuition Fees will be paid in pre-arranged instalments.

4.2 A schedule of payments and payment options ('Payment Schedule') will be emailed to you once we have received your Acceptance Fee.

4.3 Payments can be made online or by phone, using a credit or debit card, or by bank transfer.

#### **5. First payment of Tuition Fees**

5.1 Unless you receive funding from the Student Finance organisations in the UK ('SF'), the first payment of your Tuition Fees can be paid at any point once you have paid your Acceptance Fee but MUST be received three weeks before the course starts.

5.2 If your Tuition Fees are not received by this date, you will not be able to start your course and your place may be offered to someone else.

5.3 If you receive funding from SF, the timing of your first payment will be deferred to two weeks after you receive your first SF instalment.

5.4 For SF students, if we have not received payment by the above deadline, access to your online course will be withdrawn.

#### **6. Subsequent payment of Tuition Fees**

6.1 Unless you receive funding from SF, all subsequent payment instalments MUST be received no later than two weeks prior to starting your next module.

6.2 If you receive funding from SF, the timing of your subsequent payments will be deferred to two weeks after you receive your next SF instalment.

6.3 If your Tuition Fees are not received by the above deadlines, access to your online course will be withdrawn.

## **7. Liability**

7.1 In the event of a student's sponsor or loan provider failing to make payment in respect of the tuition fees, the student will be held personally liable for the payment.

7.2 Students waiting for confirmation of funding from SF or equivalent bodies will be classed as self funding until confirmation of support is received.

## **8. Withdrawal**

8.1 For the first module only, students who withdraw within 14 days of the first day of teaching (the 'Cooling Off Period') will be eligible for a full refund. For the avoidance of doubt, this deadline shall apply to those starting later than the first day of teaching.

Students who withdraw after this date will not be eligible for a refund for the remainder of the module, regardless of whether they have logged in to their online course or not.

8.2 For subsequent modules, students will not be entitled to a refund.

8.3 Notification of withdrawal must be received in writing in accordance with the University's withdrawal process.

8.4 Excepting during the 'Cooling Off' period in 8.1, once a student has withdrawn from their course, they will be removed from the VLE and will be liable for the Tuition Fee or any other monies still owed regardless of whether they have logged in to their online course or not, until all debts have been repaid.

8.5 Students who have paid in advance for modules not yet started will be liable for the current module, but eligible for a refund for the modules not yet started less the discount they received for paying in full in advance. For the avoidance of doubt, this discount will be deducted from the amount refunded.

## **9. Intermittence**

9.1 Where a student undertakes an approved temporary suspension of studies (intermittence), Tuition Fees already paid will not be refunded but retained until studies are resumed or permanent withdrawal occurs. Students may be charged again for retaking modules and remain liable to pay any outstanding fees that may be due at the point of suspension.

## **10. Payment of refunds**

10.1 Any refunds due will be made to the bank and account holder (or other financial institution) that originally paid the fee.

10.2 Where payment of fees was split between more than one payee, refunds will be made in proportion to the original split.

10.3 We aim to process refunds within 3 weeks. Please note at busy periods this may take longer.

10.4 All refunds will be calculated in Pounds Sterling. We will not offer compensation for any bank or other charges incurred nor for any shortfalls due to exchange rate fluctuations.

## **11. Student Debtors**

11.1 Students who have outstanding financial commitments to Falmouth Flexible will not be permitted to progress to their next module until the debt has been repaid.

11.2 Students who wish to dispute a debt must submit their dispute to the Falmouth Flexible Fees Office ([ff-admissions@falmouth.ac.uk](mailto:ff-admissions@falmouth.ac.uk), the 'Fees Office') within 7 days of receiving a payment demand.

11.3 Assessment board decisions cannot be withheld from any student who has an outstanding financial commitment but the University retains the right to withhold transcripts/certificates and prohibit attendance at the awards ceremony until the debt has been cleared.

11.4 Students who have outstanding financial commitments to Falmouth Flexible will be sent two reminder emails by the Fees Office. If the debt remains unpaid once the final reminder email has been sent, the following sanctions will apply:

11.4.1 The student will be blocked from using the VLE.

11.4.2 Students will be liable at any time thereafter to be excluded from the University by the Vice-Chancellor until the debt has been repaid. In the event of permanent withdrawal, liability for the debt will still remain.

11.4.3 The debt will be referred for external collection including the use of legal action where the debt is still outstanding after a reasonable time. Should a debt be referred externally, the student will be liable for any additional costs and legal charges.

## **12. Variation of Conditions**

12.1 Falmouth Flexible may vary the terms and conditions contained in this Fees and Cancellation Policy as is deemed necessary by Falmouth Flexible or to comply with any law, regulations or amendment thereof, of the Government of Great Britain.

12.2 Students will be required to re-enrol at the beginning of each year of study. Students will not usually be asked to agree to changes made under clauses 12.1 until the next enrolment point. If fundamental, changes will normally come into force with effect from the next cohort of students. All students will be informed of significant changes affecting them. Where students do not agree to changes made under clause 12.1 students may choose not

to re-enrol and the University will take reasonable steps to support them to complete their studies elsewhere.

12.3 These terms and conditions are governed by and construed in accordance with the laws of England and Wales.

*\*Falmouth Flexible is the trading name of Falmouth Flexible Ltd, which is a subsidiary of Cambridge Education Group Limited and registered in England under company number 10062305, Registered Office: Kett House, Station Road, Cambridge, CB1 2JH, United Kingdom*

#### Changes to the Fees and Cancellation Policy 2018-19:

Clause(s)	Description
2.1	Amendment: Acceptance fee from £200 to £250
2.4	Addition: If you withdraw within 14 days of payment of the Acceptance Fee (the 'Cooling Off Period') you will be eligible for a full refund.
3.2	Addition: No bursary or discount, either individually or collectively, may amount to more than 25% of the total tuition fees due for a course.
4.1	Removal: Tuition Fees can be paid either as a single lump sum at a discounted rate or in pre-arranged instalments (if available).
4.3	Removal: Payments can be made via Worldpay (in Pounds Sterling), via Flywire (in local currency or Pounds Sterling)
5.3	Removal: You must send us your 'Postgraduate Loan Summary' letter two weeks before the course starts to be eligible for this deferral. Until we receive the Postgraduate Loan Summary letter you will be deemed as self-funding and liable for payment three weeks before the start of the course in accordance with the deadlines for self-funding students.
8.2	Amendment: <del>For subsequent modules, there is no Cooling Off Period.</del> For subsequent modules, students will not be entitled to a refund.
9.1	Addition: Students may be charged again for retaking modules
11.4.13	Should a debt be referred externally, the student will be liable for any additional costs and legal charges.
12.1	Amendment: Falmouth Flexible may vary the terms and conditions contained in this Fees and Cancellation Policy as is deemed necessary by Falmouth Flexible or to comply with any law, regulations or amendment thereof, of the Government of Great Britain.
12.2	Amendment: Students will be required to re-enrol at the beginning of each year of study. Students will not usually be asked to agree to changes made under clauses 12.1 until the next enrolment point. If fundamental, changes will normally come into force with effect from the next cohort of students.

	All students will be informed of significant changes affecting them. Where students do not agree to changes made under clause 12.1 students may choose not to re-enrol and the University will take reasonable steps to support them to complete their studies elsewhere.
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