



The Institute
of Contemporary
Music Performance

ICMP REFUND POLICY

Owner:	Head of Finance
Effective from:	April 2016
Date of last review:	April 2016
Reviewed by:	Registrar
Document number:	V20
Date of next review:	July 2019
Informed by Quality Code Chapters:	

1, BACKGROUND

The purpose of this Policy is to provide guidance and clarity on students' personal liability for tuition fees and the ICMP's approach to reductions or refunds, including how they will be calculated, in cases where students withdraw, suspend or discontinue their studies for whatever reason, after initial enrolment has been completed

This policy relates to the student's personal liability for tuition fees regardless of the source of funding. However, wherever refunds are referred to, these only relate to the portion of the tuition fee that is paid directly by the student or by a private sponsor and does not include fees paid by various funding agencies, such as the SLC, which are subject to differing terms and conditions which are generally made publicly available by the respective funding bodies.

Refunds for withdrawals made within the "Cooling Off" period and according to the ICMP procedure are automatic, while noting that the amount refunded may be reduced or zero should paragraphs 5 a to d below apply . All other requests for refunds or reductions should be made in writing to the Head of Student Services. Requests are subsequently considered by the ICMP's Refund Committee, whose terms of reference can be viewed at the ICMP's website. For the avoidance of doubt this policy may be changed from time to time and as a matter of course all refunds or reductions in fee liability are entirely at the discretion of the ICMP, except in the case of material breach by the ICMP. Any changes to this policy will be made available to students as required. Further, and in all cases, any other debt owing to the ICMP at the time of a student's withdrawal will be subtracted from any refund of fees.

2. BASIS OF CALCULATION (other than for Students seeking ICMP Tier4 sponsorship)

The ICMP will apply the following rules when calculating tuition fee liability and refund for students who withdraw from, discontinue or suspend their studies at the ICMP for whatever reason. (Students seeking ICMP Tier4 sponsorship should note instead the rules outlined in section 5 below):

a) Full time programmes of study:

- i. If withdrawal date is within the "Cooling Off" Period of 15 calendar days following ICMP's confirmation to a new student that their initial enrolment for the Course has been successfully completed, then there is no tuition fee liability and the ICMP will refund 100% of all tuition fees paid
- ii. if withdrawal date is outside the "Cooling Off" period but before week 5 of the student's first semester at ICMP, tuition fee liability is 25% of the annual tuition fee due
- iii. If withdrawal date is outside the "Cooling Off" period, after week 4 but on or before the last day of semester/term one of the academic year, tuition fee liability is 50% of the annual tuition fee due
- iv. Thereafter, 100% of the annual tuition fee is payable and no refund will be made except at the absolute discretion of the ICMP's Refund Committee

b) Part-time evening courses:

Withdrawal date: Within 2 weeks of the start of the course

Tuition Fee liability: 75% of the annual fee is due payable

Thereafter, 100% of the annual tuition fee is due payable and no refund will be made except at the absolute discretion of the ICMP's Refund Committee

c) Summer schools or similar non-standard programmes:

The full (100%) tuition fee is due payable and no refund will be made except at the absolute discretion of the ICMP's Refund Committee.

3. FURTHER NOTES ON PROCEDURE

- a) In the case of students who have left their programme of study, tuition fee refunds will only be made when the ICMP's Student Withdrawal procedure has been correctly followed, as laid out in the ICMP's Terms and Conditions and the relevant Course Handbook, and the student is recorded as 'withdrawn' in the ICMP's student records system. Note that there are different withdrawal procedures, according to whether or not the withdrawal date is within the "Cooling Off" period. A student's withdrawal date cannot predate the day on which the relevant ICMP student withdrawal procedure was initiated by the student.
- b)
- i. Where the withdrawal date is within the "Cooling Off" period, any tuition fee refund will be made automatically. Otherwise, for a student to be considered to receive a tuition fee refund, a written request must be made addressed to the ICMP's Head of Student Services. This request must contain details of the student – their name, course of study, year of enrolment and student number – together with the reasons for their withdrawal and confirmation that they have followed and completed the correct withdrawal procedure as specified in the relevant student handbook.
 - ii. The Head of Student Services will acknowledge all requests for a refund within 10 working days of receipt.
 - iii. Requests for refunds shall then be considered by the ICMP's Refund Committee, which meets regularly to consider such requests. Decisions on refunds resulting from the committee meeting shall be communicated within 10 working days to the student or associated third party by the Head of Student Services.
- c) Where tuition fees are wholly or partially paid by a third party, the refund rules will still apply but will be subject to any further relevant arrangement agreed by the ICMP concerning the student and the third party.
- d) All refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee except at the absolute discretion of the Refund Committee. *Refunds are not made in cash under any circumstances.*
- e) Where a student undertakes an approved temporary suspension or deferral of their studies, tuition fees already paid will not be refunded but retained until studies are

resumed or permanent withdrawal occurs. Students who suspend their studies remain liable to pay any outstanding tuition fees which may be due at the point of suspension.

- f) Students funded via loans and/or grants from the Student Loan Company, Student Finance England/Wales/NI or the Students Award Agency for Scotland and who subsequently withdraw from, discontinue or suspend their studies at the ICMP are still liable for the fee due for their period of study, including any shortfall between the tuition fee liability and the amount received by ICMP from the above organisations.
- g) Consideration may be given to making additional refunds of tuition fees to students who have to withdraw due to exceptional mitigating circumstances, including where the ICMP has had to cancel a course, or, for more than one semester, postpone and/or relocate a course outside the Greater London area. The ICMP's Refund Committee shall consider each case on merit. Such cases must be submitted in writing to the Head of Student Services who shall liaise with the Refunds Committee. For guidance, cases based on serious medical problems or bereavement will be considered, but academic and financial difficulties and changes in course of study (other than identified above) or moves to other institutions are not normally regarded as acceptable reasons for any refund or reduction in fee liability.
- h) Complaints about refund decisions or the refund process should be put in writing and should follow the ICMP's published Complaints procedure.

4. PAYMENT OF REFUNDS

- a) Where the student withdraws during the "Cooling Off" period, any tuition fee refund due will be made within 10 working days of the withdrawal date. Otherwise, once agreed, tuition fee refunds shall be made within 20 working days from the communication of a decision to make a refund.
- b) All refunds will be calculated in UK Sterling. The ICMP will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred.
- c) Where payment of tuition fees was split between more than one payee, any refund due will be made in proportion to the original split.
- d) Cash refunds are not made.
- e) Documentary evidence of sponsorship is required before any refund of personal contributions towards fees can be considered. This may include copies of award notices from funding bodies or letters from sponsors confirming details of the tuition support to be provided.
- f) In all cases, refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee; it will be repaid via BACS *entirely* at the discretion of the ICMP.

5. STUDENTS SEEKING ICMP TIER4 SPONSORSHIP

The ICMP will apply the following rules when calculating tuition fee liability and refund for students seeking ICMP Tier4 sponsorship, who withdraw from, discontinue or suspend their studies at the ICMP for whatever reason:

- a) If a student withdraws during the “Cooling Off” period or is refused a CAS by the UK authorities with the ICMP having made an application for that CAS in good faith and on the basis of the correct relevant documentation that was provided by the student or their sponsoring agent, then £500 will be retained by the ICMP to cover the cost to the ICMP of processing the CAS and associated paperwork and the maintenance of the ICMP’s licence to recruit international students. Beyond that there is no tuition fee liability for the forthcoming academic year and a refund of all remaining tuition fees paid for the forthcoming academic year shall be made as per the terms of this policy.
- b) If the UK Government has refused a CAS on the basis of incorrect or fraudulent information, cancelled a visa as a result of a breach of visa conditions or rejected a renewal of a visa, or if the refusal is due to falsified documents, then no refund shall be made, regardless of whether or not the student withdraws during the cooling off period.
- c) No refunds, other than for exceptional circumstances, will be made once students have arrived in the UK and the “Cooling Off” period has expired. For guidance, cases based on serious medical problems or bereavement are usually accepted, but academic and financial difficulties, changes in course of study (other than exceptions detailed in 3g above), moves to other institutions, requests to defer the course are not normally regarded as acceptable reasons for any refund or reduction in fee liability.
- d) Should any student be found to use fraudulent documents at the time of application or at the time of applying for entry clearance, or at any time subsequently before or during their course, no refund will be due.
- e) All approved refunds will be made to the original source, i.e. to the country and the account from which the money was sent. This is to comply with government guidelines.
- f) Bank charges and other costs reasonably occurred may be deducted for refunds made by bankers draft or electronic funds transfer at the discretion of the

6. EXCLUSIONS

This policy does not cover the following:

- a) Accommodation, travel or associated fees
- b) Any costs of living incurred before or during the period of study
- c) Any other costs associated with the course of study
- d) Payment plans. Any payment plans approved by the ICMP in special cases shall not be subject to this policy. Any refunds for students who are on a payment plan shall be made entirely at the discretion of the Refund Committee.

Students who have not paid their tuition fees in full for whatever reason at the time of official withdrawal will remain liable for all fees due payable over and above an agreed refund amount.