

ICMP Student Refund Policy

The Institute of Contemporary Music Performance

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V4.0	Q4 22-23 ExCo	Annual review	Finance Director	Q4 23-24

Related policies

- Terms and Conditions Accredited Provisions
- Terms and Conditions Unaccredited Provisions Industry Courses
- Terms and Conditions All other Unaccredited
- Withdrawal & Intermission Policy
- Complaints
- Student Mental Health Policy

External Reference

- 1. UK Quality Code for Higher Education, Advice and Guidance, Admissions, Recruitment and Widening Access. ICMP has policy and procedures that are transparent and accessible.
- 2. www.gov.uk financial evidence exempt list, Guidance on list of countries under the differential evidence requirement for student visa application purposes

1. Purpose

1.1 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

2. Scope

- 2.1 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.
- 2.2 For the purposes of this policy,
- **2.2.1** Accredited Programmes are defined as full-time and part-time Undergraduate and Post graduate accredited courses.
- **2.2.2** Non-Accredited Programmes refer to all 3-month and 6-month Industry Courses, Summer Schools and other such non-standard courses.
- 2.3 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.
- 3. Basis of calculation (except for students studying in the UK on a student visa).

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 studying in the UK on a Student visa should note instead the rules outlined in section 8 below):

3.2 Accredited Programmes:

The timescales outlined in notes i. to v. below are applicable to all home students undertaking an accreditated programme on a full-time and part-time basis.

Students on student visa should skip to section 8 of this policy for applicable timescales and guidance.

 If withdrawal date is within the "Cooling Off" Period of 14 calendar days following the start of the ICMP teaching week, 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 6 of the student's first semester at ICMP, tuition fee liability is 25% of the annual tuition fee.
- iii. If withdrawal date is outside the "Cooling Off" period, after week 5 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
- v. Students who start a programme after the standard "Cooling Off" period has expired, will be offered a 1 week period during which they can change their minds, after which point any cancellation will attract a tuition fee liability in accordance with our fixed liability timelines outlined in notes i. to iv. above.

3.3 Non-Accredited Programmes:

"Cooling Off Period" for all Non-Accredited programs including Summer Schools and similar non-standard programs is defined as 14 days starting from the day ICMP sends you an email confirming you have completed registration.

If you change your mind or withdraw within the 14-day "Cooling Off Period" we will refund any fees already paid to us by you.

If you cancel within 14 days but the course has already started, you must pay for the part of the course that has been provided until the time that you cancel agreement.

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

4. Procedure

- **4.1** 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 8.1 to 8.4 below apply. The only other requests for refunds or reductions to be sent to ICMP's Refund Committee for consideration are those with externuating circumstances attached to them
- 4.2 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 and Intermittence 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.
- **4.3** Note that there are different withdrawal procedures, according to whether or not the withdrawal date is within the "Cooling Off" period.

- **4.4** A student's withdrawal date cannot predate the day on which the relevant ICMP student withdrawal procedure was initiated by the student.
- **4.5** 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.
- 4.6 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 Finance Team. Refunds are not made in cash under any circumstances
- **4.7** 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
- **4.8** Students who suspend their studies remain liable to pay any outstanding tuition fees which may be due at the point of suspension
- 4.9 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

5. Exceptional Circumstances

5.1 Consideration may be given to making additional refunds of tuition fees to students who have to withdraw due to exceptional mitigating circumstances, such as but not limited to, unforeseen serious medical conditions (including mental illness), serious injury or bereavement. Such cases must be made by completing an Application Form and submitting this FAO the Student Finance & Accommodation Officer to studentwellbeing@icmp.ac.uk. ICMP's Refund Committee will consider each case on its individual merit.

Applicants should ensure they have read and understood the Guidance Notes and submitted all required and relevant evidence with their application.

- **5.2** For guidance, academic and financial difficulties and changes in course of study or moves to other institutions are not normally regarded as acceptable reasons for any refund or reduction in fee liability.
- **5.3** Applications will be acknowledged within 10 working days of receipt.
- **5.4** Applications will only be accepted if the correct withdrawal procedure has been complete.

- **5.5** Requests for refunds are considered by the Refund Committee, which meets on the last Tuesday of each month (except during school closure in December).
- **5.6** Committee Decisions will be communicated within 10 working days to the student or associated third party.

6. Complaints

6.1 Complaints about refund decisions or the refund process should be put in writing and should follow the ICMP's published Complaints procedure.

7. Payment of Refunds

- **7.1** i) Accredited Programs: If a 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.
 - ii) Non Accredited Programs: Refunds will be made within 10 working days of student cancelling the agreement.
- 7.2 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.
- **7.3** Where payment of tuition fees was split between more than one payee, any refund due will be made in proportion to the original split

7.4 Cash refunds are not made

- **7.5** 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
- **7.6** 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.

8. International students under the student visa route

- 8.1 Students who wish to study at the ICMP on a student visa will need to obtain a statement that confirms their place at the institute; this is a Confirmation of Acceptance of Studies (CAS). A CAS statement enables international students to apply for student visa to enter the UK for the purpose of their studies, unless they hold an alternative UK visa/leave to remain which allos them to study. In order to obtain their CAS statement, an international student is required to pay a Tuition Fee to secure their place in the institute in accordance with 8.2 to 8.3 below
- 8.2 If a student applying for a student visa is from one of the countries on the UKVI list not requiring evidence to show that they meet the financial requirement for student visa, they will be required to make an upfront payment of at least 50% of their first year tuition fees at the point of CAS application. The relevant UKVI list countries can be found here
- **8.2.1** Payment for the remaining 50% will be required at the latest, 30 days prior to the start of their programme.
- **8.2.2** If CAS is issued with less than 30 days before the start of their programme, the 50% balance will be required at the point of CAS issuance unless a discretionary alternative arrangement has been agreed with the ICMP.
- 8.3 If a student is <u>not</u> from one of the countries on the UKVI list not requiring evidence to show that they meet the financial requirement for student route visa, they will be required to pay 100% of their first year tuition fees prior to CAS issuance and pass a Pre-CAS interview prior to CAS issuance. The relevant UKVI list can be found by clicking <u>here</u>
- **8.4 Basis of calculation(.** Following points 8.1 to 8.3 above, ICMP will apply the following rules in the consideration and calculation of tuition fee liability and refund for students studying in the UK on a student visa, who withdraw from, discontinue or suspend their studies at the ICMP for any reason.
- **8.5** Students may be eligible for refunds in the following circumstances:
 - i) Withdrawals during 'Cooling Off': Cooling Off' period for international students is defined as 14 calendar days from the point of CAS application. During this period, students can exercise their statutory cancellation rights and receive refund for any payments made towards their fees less £500 which will be retained by ICMP to cover the cost to the ICMP for 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

- ii) Visa Application rejections If a student's visa application is rejected inspite of the correct document submission in a genuine application, £500 administrative fee will be retained by ICMP as in 8.5 (i)
- iii) **Exceptional circumstances** once a student has arrived in the UK, refunds will usually not be made. Consideration may be given to making refunds of tuition fees to international students who have to withdraw due to exceptional mitigating circumstances, such as but not limited to:
 - Unforseen serious medical conditions (including mental illness)
 - Bereavement
 - Serious injury
 - Impact of natural disaster

Such cases must be made by completing an Application Form and submitting this FAO the Student Finance & Accommodation Officer to studentwellbeing@icmp.ac.uk. ICMP's Refund Committee will consider each case on its individual merit

Applicants should ensure they have read and understood the Guidance Notes and submitted all required and relevant evidence with their application

- iv) The below are are usually **not** accepted as exceptional circumstances for refund or reduction in fee liability
 - · Academic and financial difficulties
 - Changes to other courses provided by ICMP
 - Transfers to other institutions
- **8.6** Other circumstances for determining student eligibility for refund:

Table 1

1	If an applicant does not use the CAS issued to them by ICMP and does not inform ICMP of this prior to the last day for enrolment.	Full refund of Tuition fee paid less non-refundable £500 administration fee
2	If an applicant fails to get a visa due to reasons that do not reference documents seen in the ICMP CAS interview process, but to additional documents submitted as part of their visa application process and not previously seen by ICMP; or due to errors introduced to documents previously seen by ICMP by the applicant.	No refund
3	If an applicant fails to get a visa due to reasons that directly reference documents seen in the ICMP CAS interview process.	Full refund of Tuition fee paid less non-refundable £500 administration fee

4	If an applicant fails to get a visa due to submission of documents deemed fraudulent by the UKVI.	No refund
5	If an applicant's visa application is rejected because of an error made by ICMP or by the UKVI.	Eligible for refund
6	If a CAS is issued with less than 30 days before the start of the course and the visa application is rejected inspite of correct document submissions	Full refund of Tuition fee paid less non-refundable £500 administration fee
7	If a student is required to withdraw from their studies at the ICMP for any reason relating to noncompliance with UKVI and/or ICMP regulations	No refund
8	If an applicant with a visa does not enrol by the published last date for enrolment.	No refund *
9	If an applicant with a visa withdraws their application to study at ICMP before enrolment.	No refund *
10	If an applicant defers their application after a CAS has been issued but before enrolment	Fees will be retained on account and allocated when the student commences their studies.
11	If ICMP does not run a course for which a student has been offered a place, and for which there is no alternative course at ICMP.	Eligible for refund
12	Extenuating circumstances	May be eligible for refund. See note 8.4 sub section iii.
13	Where ICMP chooses, with student's consent, not to check financial documents of an applicant for an ICMP CAS, and where that applicant's visa application is rejected only on grounds of lacking financial evidence *	Full refund of tuition fees paid less the non-refundable administration fee of £500 will be made to the applicant

^{*} These will be assessed on a case by case basis in conjunction with the exceptional circumstances outlines in paragraph 8 iii

8.7 If a student undertakes an approved temporary suspension of their studies, otherwise known as intermittence or a deferral, tuition fees already paid will not be refunded but retained until studies are resumed. If the student does not return and permanent withdrawal occurs, no refund will be issued in the absence of evidenced exceptional circumstances. Refer to the ICMP Withdrawal and Intermittence Policy for more

^{*} Students from differentiation countries are not required to submit financial evidence at the time of submission of visa application. However, UKVI has the right to request them so you are strongly advised to prepare these in case UKVI request them at later stage. This paragraph should be read in conjunction with note 13 on table 1

information. Students are strongly advised to consult any change with a relevant staff member(s).

- **8.8** The ICMP continues to sponsor a student who has suspended/intermitted their studies for up to a maximum of 60 days (further conditions apply).
- **8.9** 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.
- 8.10 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 ICMP

9. 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.