Fees, Refund and Compensation Policy

Fees, Refund and Compensation Policy
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Contents:

1. Purpose
2. Definitions
3. General Principles
4. Publication of Fees
5. Administration of Fees
6. Funding Arrangements
7. Payments of Scholarships and Bursaries
8. Refunds
9. Compensation
10. Exceptional Circumstances

1. Purpose

1.1 MLA College operates a transparent and consistent approach to the publication, collection, refund and compensation of tuition fees. This policy has been developed for the benefit of applicants, students, staff and external stakeholders and applies to all students enrolled with MLA College.

1.2 The policy sets out:

- Tuition fee arrangements
- Student fee liability
- Payment methods and plans
- Refund arrangements
- Compensation arrangements
- Responsibilities of students and the College

1.3 **Regulatory Framework -** This policy has been developed with reference to:

- Competition and Markets Authority (CMA) guidance
- Office for Students (OfS) requirements
- Student Loans Company (SLC) regulations
- Consumer Rights Act 2015
- Student Protection Plan
- Student Terms and Conditions

2. Definitions

2.1 "Fees" – For the purposes of this policy, Fees means any sums payable to MLA College by, or on behalf of, a student in connection with their studies.

2.2 "Refund" – A refund relates to the repayment of sums paid by a student to MLA College, or an appropriate reduction in the amount of sums owed in future by the student to MLA College. This could include tuition fees, other course costs, or accommodation costs.

2.3 "Compensation" – Financial compensation refers to monetary payments awarded by MLA College to a student where the College has determined that the student has suffered demonstrable financial loss, material disadvantage, or other significant adverse impact as a direct result of the College's actions, omissions, or failure to meet its obligations.

3. General Principles

3.1 Where, for any reason beyond the control of MLA College, there should be a need to increase or decrease tuition fees which have previously been notified to applicants and students, MLA College will apply the principles below to minimise the impact where possible on students and ensure applicants are fully informed prior to making decisions.

3.2 Students are held responsible for prompt and full payment of tuition fees, and any defaults on payment are treated seriously. MLA College maintains the right to apply sanctions to any student who defaults on tuition fee payments (including where a third party is paying on a student's behalf and the third-party defaults on fee payments), and these sanctions may affect the student's ability to continue with their studies.

3.3 If you are in debt to us for Programme Fees, you may not be allowed to submit your assessment work and we reserve the right not to allow you to register for the next Academic Year or next Study Session.

3.4 If you are in the final year of your Programme, we will not release your certificate, or a letter of confirmation of award, until all outstanding Programme Fees are paid. The Programme Fees must also have been paid in full to attend the MLA College Graduation Ceremony.

3.5 Students may have the option of securing funding from an official funding body e.g. Student Loans Company) to pay for their tuition fees, or they may choose to self-fund the course and pay the fees themselves. Students may also arrange for a third party such as a family member, friend, or employer to pay tuition fees on their behalf. Regardless of which arrangement has been made by the student for the payment of tuition fees, the student themselves remains liable for the fees and responsible for ensuring payments are made.

3.6 Whilst MLA College may offer programmes in partnership with other institutions, all agreements for the publishing, charging and payment of tuition fees are made solely between the student and MLA College.

4. Publication of Fees

4.1 Programme fees are published by MLA College in advance of each academic year.

4.2 Programme fees are reviewed annually by the MLA College Board of Directors. Whilst MLA College has a status as a Non-Fee Capped Provider, the College will usually aim to ensure that fees remain broadly equivalent to the UK Higher Education sector.

4.3 MLA College will not make in-year increases in tuition fees which differ from information published to potential applicants, applicants and current students. Where an increase beyond previously published information is proposed, MLA College will seek the express consent of affected applicants or students before the change takes effect and will offer a right to terminate without penalty where a student would be adversely affected. Where a student suffers financial loss or incurs additional costs as a direct result of MLA College failing to honour published fee information, or implementing a change without following the requirements set out above, the College will consider appropriate compensation in accordance with section 9 of this policy

4.4 Programme Fees include:

4.4.1 Programme tuition, including teaching and delivery of lectures, seminars, workshops, and practical sessions

4.4.2 Academic, technical, administrative, and pastoral support

4.4.3 Programme related induction and enrolment activities

4.4.4 Marking and moderation of assessments (both formative and summative)

4.4.6 Access to MLA College's virtual learning environments

4.5 Where it is intended to increase or decrease tuition fees beyond amounts that have been previously notified to applicants and students, MLA College will:

4.5.1 Notify applicants and students as early as possible of the change in fees

4.5.2 Explain why it is necessary to increase or decrease fees

4.5.3 Consider carefully any feedback given by applicants and students as to the amount of fee increase or decrease, and to the timing of the change in fees.

4.5.4 Consider any evidence of hardship submitted by applicants and students and offer assistance where it reasonably can.

4.5.5 Offer the right to terminate obligations without penalty where a student would be adversely affected by the change

5. Administration of Fees

5.1 MLA College will ensure the fair and transparent operation of the Fee Policy across the whole institution.

5.2 MLA College will ensure prompt invoicing and collection of programme fees.

5.3 Students become personally liable for the payment of tuition fees once they have fully enrolled or re-enrolled with MLA College and remain liable for those fees for the full duration of the programme unless they formally withdraw or interrupt from their course.

5.4 This includes where a student has obtained funding for their programme and where funding has been refused under Student Finance regulations.

5.5 MLA College operates a fair, supportive, and flexible approach to the collection of programme fees. Where a student is having difficulty in paying fees, be that as a self-funding student or due to issues arising with funding from a third party, MLA College will work with the student to support and assist them to make payments. (For the avoidance of doubt, such assistance does not include financial support or assistance). Where appropriate this may include signposting a student to an external agency for independent debt advice (student.experience@mla.ac.uk).

5.6 Where MLA College has made effort to support a student in circumstances outlined above but fees remain unpaid, and/or a student is not engaging with advice and support in regards to tuition fee payments, and in any circumstance where it is deemed appropriate and necessary, MLA College reserves the right to apply one or more of the following sanctions to any student who defaults on the payment of their programme fees:

5.6.1 Suspension of access to course delivery, including lectures, seminars, workshops, and practical sessions

5.6.2 Termination of enrolment and withdrawal from MLA College

5.6.3 Refusal to re-enrol student on the next module of their programme

5.6.4 Withholding of final MLA College certificate

5.6.5 Denial of access to MLA College graduation ceremony, or those of its validating partners

5.7 In addition to the above steps, MLA College reserves the right to seek recovery of outstanding programme fees through legal actions, and/or to refer a students' unpaid fees to external debt collection agencies. Students will be informed in writing 30 days prior to a debt being referred to a debt collection

agency or the instigation of court proceeding to ensure that they have been informed of the potential impact on their credit rating.

5.8 Where a student has arranged for programme fees to be paid by a third party, if the third party fails to make payments or terminates their agreement with the student the student will be held personally liable for payment of programme fees.

6. Funding Arrangements

6.1 **Self-Funded -** Students who self-fund their programme should declare their intention to do so during enrolment.

6.2 MLA College operates a supportive approach to arranging payment of programme fees. Where students study on modular programmes, fees will usually be payable per module, prior to the commencement of each particular module. For other programmes, payment plans may be offered. Information of payment plans available will be provided within the programme offer letter.

6.3 No additional charges are incurred when programme fees are paid though a payment plan. Once a payment plan has been agreed to, the student will be held to this plan and MLA College may impose sanctions if any payments are missed.

6.4 Self-funding students who have arranged for a third party such as an employer, to pay programme fees on their behalf should inform MLA College of this during enrolment.

6.5 Regardless of any arrangement made with a third party, the student remains liable for the payment of tuition fees. Where a student has arranged for a third party to pay programme fees on their behalf, be this an officially recognised funding body, government agency, employer, family member, friend or any other party, the student remains liable for the total programme fees and will be held responsible for ensuring payment of fees is made.

6.6 Where a third party fails to make a payment on behalf of a student, MLA College maintains the right to apply sanctions where it believes insufficient effort has been made by the student to address the issue. Should a third-party default on paying tuition fees on behalf of a student or withdraw from any agreement that has been made between the student and that party, the student remains liable for the total amount of tuition fees.

6.7 **Student Loan Company (SLC) -** Students who arrange for payment of their tuition fees via a registered funding body such as the Student Loans Company (SLC) should provide evidence of their approved application for funding during enrolment. This is normally in the form of a confirmation letter from that funding body (usually titled “Notification of Entitlement Letter”, “Payment Schedule Letter” or similar).

6.8 Applications for Student Finance can take a long time to be processed and may involve the student having to send identification documents and other evidence via post. Applicants and students are encouraged to submit applications for Student Finance as early as possible and to engage fully with the application process to ensure funding is in place for the beginning of their course.

6.9 Where a student has not yet applied for funding or has not completed their application at the point of enrolment or re-enrolment, they should make this known to MLA College as early as possible and continue to provide updates as to the status of their application.

6.10 Where evidence of approved funding is not available at enrolment or re-enrolment, students must agree an interim payment arrangement (for example, a short-term payment plan) pending confirmation of SLC funding. A latest date for receipt of funding confirmation will be set out in the student's invoice; if confirmation is not received by that date, the student becomes personally liable for the fees until funding is confirmed.

6.11 Students who have previously studied at higher education level, for any duration and regardless of how far back this study dates, should know previous study affects future entitlement to Student Finance. Any student who has previously studied for any time at higher education level should contact Student Finance for advice as early as possible. Students who do not qualify for a SLC funding will need to self-fund their course.

6.12 For advice or to discuss options, contact our student finance team (student.finance@mla.ac.uk)

7. Payments of Scholarships and Bursaries

7.1 MLA College may from time to time, offer Scholarship and Bursary schemes. Details of available schemes will be published on the MLA website.

7.2 Scholarships and bursaries administered by MLA College are credited directly to the student's nominated bank account. In the case of a student withdrawing from the programme, or the cancellation of their registration by MLA College, the scholarship or bursary will be suspended from the point of withdrawal or cancellation.

8. Refunds

8.1 MLA College will issue refunds, where appropriate, to students who withdraw from their programme, wish to cancel a payment, or in other situations covered by this policy.

8.2 Any refund will depend on the timing of the withdrawal, the student's programme, and where applicable, the particular circumstances of the case, as outlined in this document.

8.3 **Fees which may be refundable -** Fees may be refunded in the following circumstances:

a. **Cancellation within the statutory 'cooling-off' period -** You have the right to cancel your registration for a programme within 14 calendar days of the date of the email or letter confirming your enrolment on the programme.

b. **After 'cooling-off' period, prior to Programme start date** - If you wish to cancel your registration after the 14-day period without incurring a fee liability, you must cancel before the programme start date.

c. **After 'cooling-off' period and after Programme start date** - If you defer or withdraw after the programme starts, and more than 14 days after enrolment, refunds will only be available under certain conditions as stated in this policy, and which usually depend on your funding method and when you defer or withdraw from your programme.

8.4 **Advance payments -** Where advance payment has been made for programme fees, MLA College will normally issue a refund for the unused portion of any programme fees subject to the following rate:

a. 100% Refund – If decision to withdraw is communicated to MLA College within 6 months of most recent academic engagement.

b. 50% Refund – If decision to withdraw occurs 6-12 months after most recent academic engagement.

c. 25% Refund – If decision to withdraw occurs 12-18 months after most recent academic engagement.

d. No Refund – If decision to withdraw occurs 18 months or more after most recent academic engagement

8.5 **Cancellation of Student Registration -** Where a student's registration is cancelled on academic, disciplinary, regulatory or fitness-to-study grounds, MLA College may consider a refund of any unused tuition fees.

8.6 In determining whether a refund is appropriate, and the amount of any refund, MLA College will consider:

- The reason for the cancellation of registration;
- The student's level of academic engagement and attendance;
- The proportion of the programme that has been completed;
- The extent of academic and support services already provided by the College;
- Any outstanding financial obligations owed by the student to the College;
- Any relevant funding or sponsorship arrangements;
- The individual circumstances of the case, including any mitigating factors raised by the student.

8.7 Students will be informed of the outcome in writing, including the reasons for the decision. Any request for a refund will be considered in accordance with the Refund Request Process set out in Section 8.9 of this policy. Students who are dissatisfied with the outcome may seek a review in accordance with that process.

8.8 **Fees which are non-refundable -** MLA may occasionally need to withdraw or suspend an elective (optional) module. Where this occurs, MLA will provide an alternative module of equivalent academic credit and level. Withdrawal of an elective will not normally constitute grounds for a refund. However, if a student can demonstrate that the withdrawal causes material disadvantage, for example, where the elective formed a significant part of their decision to enrol or is essential for a particular academic or professional pathway, MLA will consider appropriate remedies on a case-by-case basis.

8.9 **Process for requesting a refund -** All requests for a refund, along with any appropriate supporting details or documents, must be made in writing via email to student.finance@mla.ac.uk

8.10 Following receipt, the request for a refund will be considered by the MLA College Professional Services team, who will make a recommendation to either approve or reject the request. All requests where a refund is recommended will be passed to an MLA College Vice-Rector for approval and payment.

8.11 **Processing refunds -** Any refund will normally be made using the same means by which the fees were paid, and any additional charges incurred by MLA College during the original receipt of fees, such as international bank charges or PayPal charges, will normally be deducted from any refund balance.

8.12 The refund will only be made to the person (including an individual or an organisation) who made the original payment. Where MLA College is unable to make the refund using the method made to make the original payment, an alternative method will be used. This may require provision of further information by the student.

8.13 Refunds for domestic and international bank transfers will be made via domestic BACS or international payment mechanism, as determined by MLA College. They will be made to the bank account used (where possible) and the student's local bank will make any currency exchange necessary from GBP. MLA College is not liable for any variance due to foreign exchange rate fluctuations.

8.14 **Refund Timeline** – MLA College will normally make payments for refunds within 14 days from the agreement that a refund is due.

8.15 **Debit balances -** Students remain liable to pay any outstanding fee debt, unless the College directs otherwise. Should a debt be outstanding at the point of refund, the refund will be applied against the debt in the first instance.

8.16 **Official sponsors and education loan providers -** Any payments made by a sponsor directly to MLA College, subsequent to the student's withdrawal from the programme or cancellation of registration by MLA College, will be returned to the sponsor. Students will remain liable to return any payment of stipends or loans to their sponsors or loan providers where these payments have been made directly to the student.

8.17 **Discontinuation of a programme following registration -** In exceptional circumstances, MLA College may discontinue a programme on which a student has already commenced. In such circumstances MLA College will endeavour to provide advance notice of such discontinuation and to offer the programme for a period of up to 5 years, or until the last student has completed their studies, if sooner.

8.18 If, following such advance notice MLA College is unable to offer the programme for a period of up to 5 years, or until the last student has completed their studies, MLA College will recommend a suitable alternative programme.

8.19 If a student does not wish to embark on the recommended alternative programme, MLA College will refund programme fees paid to date.

8.20 In some scenarios where a programme is discontinued, students may be eligible for compensation (Section 9) if they experience material disadvantage, financial loss, or where the College cannot fully preserve the continuation or quality of their study.

8.21 **Material changes to a Programme -** In circumstances where MLA College determines that it is necessary to make a material change to a Programme which is likely to have a significant impact on a student's studies, MLA College will consult with students before any final decision is made, consider any concerns, and will assess these against the needs of the wider student body. Where a student is unhappy with the material change(s) to their Programme, they may withdraw, and the College may refund Programme Fees paid to date.

8.22 In some scenarios where a material change to the programme is made, students may be entitled to compensation (Section 9) if they experience material disadvantage or financial loss as a result.

9. Compensation

9.1 Compensation may be payable to students when a recognisable loss is suffered by the student. This normally falls into two categories, either:

a. recompensing the student for wasted out-of pocket expenses they have incurred, which were paid to someone other than the College (such as travel costs)

or

b. an amount to recompense for material disadvantage to the student arising from a failure by the university to discharge its duties appropriately.

9.2 Compensation may take the form of a financial payment, a discount, or some other form of benefit. MLA College will consider remedies that satisfy a student's complaint without the need for a refund or financial compensation. These might include an apology or goodwill gesture. Students also have the right to seek non-financial remedies under the Consumer Rights Act 2015 (CRA) through repeat performance or an order for specific performance. Further detail on this is provided below.

9.3 **Submitting a Request for Compensation** - Students seeking compensation under this policy must submit a written request to MLA College via student.finance@mla.ac.uk.

9.4 The request should normally include:

- The reason for the request;
- Details of the circumstances giving rise to the claim;
- Any financial loss, additional costs or disadvantage suffered;
- Copies of any relevant supporting evidence.

9.5 Requests should be submitted as soon as reasonably practicable and normally within 30 calendar days of the event or circumstance giving rise to the request.

9.6 **Assessment of Requests** - Requests will be reviewed by the relevant Professional Services team and considered in accordance with:

- The provisions of this policy;
- The Student Protection Plan;
- Consumer protection legislation;
- Relevant regulatory guidance issued by the Office for Students (OfS), Competition and Markets Authority (CMA), and Office of the Independent Adjudicator (OIA).

9.7 Where necessary, MLA College may request further information or supporting evidence before a decision is reached.

9.8 **Outcomes -** Following consideration of the request, MLA College may:

- Approve the request in full;
- Approve the request in part;
- Offer an alternative remedy;
- Reject the request.

9.9 Students will be informed of the outcome in writing, including the reasons for the decision.

9.10 **Review of Decisions -** Where a student is dissatisfied with the outcome, they may request a review of the decision within 14 calendar days of receiving the outcome. The review will be undertaken by a senior member of staff not previously involved in the original decision wherever reasonably practicable.

9.11 The outcome of the review will be communicated in writing.

9.12 **Complaints and External Review** - Where a student remains dissatisfied following completion of the College's internal procedures, they may submit a complaint under the MLA College Complaints Procedure. Upon completion of the internal procedures, students may also be entitled to seek an

independent review through the Office of the Independent Adjudicator for Higher Education (OIA), where applicable.

9.14 Nothing in this policy affects a student's statutory rights under consumer protection legislation.

9.15 **Compensation Timeline** – MLA College will normally make payments for compensation within 14 days from the agreement that a refund is due.

10. Exceptional Circumstances

10.1 MLA College recognises that circumstances may arise which are not fully addressed within this policy. In such cases, requests for refunds or compensation may be considered on an individual basis.

10.2 Any decision made under this section will be guided by the following principles:

- Fairness and reasonableness;
- Consistency with the principles set out in this policy;
- Compliance with consumer protection legislation and regulatory requirements;
- Consideration of the individual circumstances and supporting evidence provided;
- The need to ensure equitable treatment of students in similar circumstances.

10.3 In reaching a decision, MLA College may consider factors including, but not limited to:

- The student's academic engagement and progression;
- The timing of any withdrawal, interruption or cancellation;
- Evidence of exceptional personal circumstances;
- Any administrative error or action by MLA College;
- Any financial loss or disadvantage suffered by the student;
- The terms of any funding, sponsorship or external financial arrangements.

10.4 Decisions made under this section will be communicated in writing, including the reasons for the decision and any refund or compensation awarded.

10.5 Students who are dissatisfied with a decision made under this policy may request a review through the College's Complaints Procedure. Further information of this procedure can be found in the MLA College Complaints and Appeals Policy, or by contact student.admin@mla.ac.uk. Nothing in this policy affects a student's statutory rights under consumer protection legislation