

Refund and Compensation Policy

MLA College Refund and Compensation Policy Sponsor: Director of Professional Services

Version 3.0 (September 2023) Next review: September 2024

1. Introduction

- 1.1 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. This policy applies to students who are registered with MLA College.
- 1.2 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.

2. Fees which may be refundable

- 2.1 In this policy, "Fees" means:
 - i. Programme Fees
 - ii. Residential Fees
 - iii. Fees for module repeats
- 2.2 Fees may be refunded in the following circumstances:

a. Cancellation within the cancellation period

Fees are normally fully refundable if a student cancels the purchase in the permitted cancellation period. The cancellation terms in relation to the student contract are also set out in the Student Terms and Conditions.

The cancellation period will normally be from the fee payment due date (4 weeks prior to the start of the scheduled programme) and up to 7 days prior to the scheduled programme start date. To cancel the fee payment within the cancellation period, a student must clearly inform MLA College of their decision via email to student.finance@mla.ac.uk. The date that MLA College receives a student's notice of their decision to cancel is the cancellation date.

b. Within 14 days of the programme start date

Where a student wishes to interrupt their studies or withdraw from the programme up to 14 days from the programme start date, a refund will be granted less an administration fee of £100.

If a student chooses to withdraw from the programme and/or module after 14 days or more from the programme start date, there will be no entitlement to a refund, and they may be liable to other academic sanctions as outlined in the MLA College and Plymouth University Academic Regulations.

3. Advance payments

- 3.1 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
- 3.2 Please also refer to <u>Section 9</u> in respect of sponsorship and loans, and <u>Section 10</u> in relation to scholarships and bursaries.

4. Cancellation of Student Registration

4.1 Where a student's registration is cancelled on academic grounds, or for a breach of MLA College or University of Plymouth regulations or policies, MLA College will consider a refund of the unused portion of any programme fees on a case by case basis.

5. Fees which are non-refundable

5.1 The withdrawal or suspension by MLA College of an elective (or option) module/course does not constitute grounds for a refund. There may be occasions when an elective (or option) module/course is not offered, but the academic credit available through the modules/courses offered will always meet the requirements of the qualification and therefore no refund will apply.

6. Process for requesting a refund

- 6.1 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
- 6.2 Following receipt, the request for a refund will be considered by the MLA College Director of Professional Services who will make a recommendation to either approve or reject the request. All requests where a refund is recommended will be passed to the MLA College Vice-Rector for approval and payment.

7. Processing refunds

- 7.1 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.
- 7.2 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.
- 7.3 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. Debit balances

8.1 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.

9. Official sponsors and education loan providers

9.1 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.

10. Payments of Scholarships and Bursaries

10.1 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.

11. Discontinuation of a programme following registration

- 11.1 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.
- 11.2 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.
- 11.3 If a student does not wish to embark on the recommended alternative programme, MLA College will refund programme fees paid to date.

12. Residential Courses

- 12.1 In the event that a student is unable to attend one of its residential programmes, a full refund will be made where cancellation occurs more than 60 days prior to the commencement of the course. Students who cancel within 60 days of the commencement of the course will not be entitled to a refund.
- 12.2 The cancellation terms in relation to residential programmes are also set out in the <u>Student Terms</u> and <u>Conditions</u> (<u>Residential Courses</u>).

13. Material changes to a Programme

13.1 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.

14. Overarching Policy

14.1 MLA College reserves the right to consider all applications for refunds to be considered on a case by case basis.