

Policy Title	International Fees and Refunds Policy 2023-24	
Policy Category	Local	
Owner	Head of International – Laura Rose-Troup	
Group Executive Lead	N/A	
Date Written	August 2023	
Considered By	Policy Review Group	
Approved By	Policy Review Group	
Date Approved	August 2023	
Equality Impact Assessment	The implementation of this policy is not considered to have a negative impact on protected characteristics.	
Freedom of Information	This document will be publicly available through the Groups Publication Scheme.	
Review Date	August 2024	
Policy Summary	Detail on International Fees and Refund eligibility.	
Applicability of Policy	Consultation Undertaken	Applicable To
Newcastle	Yes / No	Yes / No
Newcastle Sixth Form	Yes / No	Yes / No
Carlisle	Yes / No	Yes / No
Kidderminster	Yes / No	Yes / No
Lewisham	Yes / No	Yes / No
Southwark	Yes / No	Yes / No
West Lancashire	Yes / No	Yes / No
Professional Services	Yes / No	Yes / No
Changes to Earlier Versions		
Previous Approval Date	Summarise Changes Made Here	
30/06/2020	Removal of references to CAS Administration Fee. Change to refund eligibility for sponsored students.	
25/08/2021	Changed all references to Tier 4 visa. Now known as Student visa.	
25/08/2021	1.6 removal of option to pay by cheque.	
25/08/2021	1.7 Addition to refer actions to NCG's Authorising Officer.	
24/08/2022	1.2 change from three instalments to seven & removal of reference to direct debit	
24/08/2022	3.2 clarification on refund terms for 18-month programmes	
25/08/2023	1 policy purpose added	
25/08/2023	2.2 Change from 7 instalments to 2	
<u>25/08/2023</u>	2.3 inclusion of approved instalment dates	
25/08/2023	3.1 Removal of 14 day cooling off period	
Linked Documents		
Document Title	Relevance	

International Fees and Refunds Policy

Payment of a deposit, use of a CAS issued by NCG for study at Newcastle College or signature of a Student Learning Agreement is deemed acceptance of the terms outlined in this Policy.

Glossary of Terms:

Application: your application for any course at Newcastle College.

First Year Tuition Fees: tuition fees for the first year of the Course.

CAS: a Confirmation of Acceptance for Studies relating to you issued by NCG.

Conditional Offer: our offer to enrol you on a Course pursuant to your application once certain conditions set out in the Conditional Offer Letter have been satisfied.

Course: a course of study offered by us.

Course Deferral: you starting your Course on a Course Start Date that is later than the one stated in your Unconditional Offer or CAS.

Course Start Date: the date on which the first year of a Course starts.

Deposit: the proportion of tuition fees you need to pay us prior to enrolment on your Course as set out in the Conditional Offer. For courses at Level 3 to 7 the deposit is 50% of the First Year Tuition Fees plus Registration Fee. For English as a Foreign Language courses the deposit is 100% of the full course fee plus Registration Fee. For some NCG partnerships the deposit required may be lower than 50% this will be agreed contractually with the relevant partner.

Fee Payment Agreement: agreement made with the College for instalments.

Latest Enrolment Date: the latest date you are required to enrol on the Course (usually no later than two to four weeks after the start date of the course).

Payment Plan: the schedule of instalments for the remaining 50% of the first year tuition fees. Only permitted on agreement with the International Office.

Registration Fee: a one off payment for new students which is payable alongside the Deposit. The Registration Fee will be stated in the Conditional Offer. The Registration Fee is only refundable if the student, through no fault of his or her own, receives a visa refusal from UKVI.

Learning Agreement: the document signed by you on enrolment to confirm agreement with NCG/Newcastle College's terms and conditions. The signing of this document confirms the enrolment is completed and that you are officially a student of NCG/Newcastle College.

Subsequent Year Tuition Fees: the tuition fees payable for the second, third and each subsequent year of your Course as set out in the Conditional Offer.

Tuition Fees: the tuition fees we charge for the Course as set out in the Conditional Offer.

UKVI: UK Visas and Immigration; the government department responsible for immigration and settlement in the UK. UKVI is part of the Home Office.

Unconditional Offer: a letter issued to you once you have met all conditions set out in the conditional offer.

We or us: NCG and/or Newcastle College

You: the person who has made an application and is the subject of the Conditional Offer, Unconditional Offer or CAS. Also, following enrolment, the student of NCG/Newcastle College.

1. Purpose

The purpose of the policy is to outline payment and refund terms for International students sponsored via the Student route or Short-Term-Student visas.

2. Payment of fees

2.1 Deposit payment

The Deposit and Registration Fee must be paid to the College no later than the deposit due date stated in the Conditional Offer. Payment after this date may result in NCG's refusal to issue a CAS or Unconditional Offer. The Deposit must not be paid until all the conditions set out in the Conditional Offer have been met.

2.2 Tuition fees

Students should plan to pay any remaining tuition fees on or before the course start date. For students unable to pay their fees in full at enrolment, an instalment plan will be offered. The outstanding fees will be split equally into two instalments for 2023-24 as stated in 2.3. The outstanding amount will usually be 50% of the remaining tuition fee, where the student has paid more than 50% as a deposit, the remainder will be split equally into two instalments. Students who require a payment plan will be required to sign a Fee Payment Agreement (FPA) to accept their liability to pay the fees. The student accepts liability for any course fees by signing the Learning Agreement at enrolment.

2.3 Instalment dates

September 2023 intake	January 2024 intake	June 2024 intake
50% due prior to CAS	50% due prior to CAS	50% due prior to CAS
25% due January 2024	25% due April 2024	25% due November 2024
25% due April 2024	25% due July 2024	25% due February 2025

2.4 Sponsored students

Students who are sponsored by their employer or home government must provide a letter or purchase order from their employer in place of the Deposit confirming the amount they will pay prior to the start date of the course.

2.5 Subsequent year tuition fees

For the second and subsequent years of the course 50% of the respective year's tuition fees must be paid on or before enrolment, followed by two further instalments as stated in 2.3. The outstanding amount will usually be 50% of the remaining tuition fee, where the student has paid more than 50% as a deposit, the remainder will be split equally into two instalments.

Students who require a payment plan will be required to either sign a Direct Debit mandate using a UK bank account or sign a Fee Payment Agreement (FPA) to accept their liability to pay the fees if paying via alternative methods. The student accepts liability for any course fees by signing the Learning Agreement at enrolment.

2.6 Payment terms

Students agree to pay all sums payable to NCG as stated on the Conditional Offer in full, when due, without deducting any amount or holding back any part of the sum due for any reason. All sums must be paid in UK pounds sterling. NCG is not liable for costs, expenses, or losses the student or anyone else may incur as a result of any changes in exchange rates and/or banking charges. The Subsequent Year Tuition Fees may be higher than the Tuition Fees payable by you for previous years of your Course. Tuition Fees may be changed without prior notice.

2.7 How to pay

The preferred methods of payment for fees payable to Newcastle College are as follows:

- Bank Transfer/BACS payment
- Credit/debit card.

If the above methods are not feasible then the following methods are acceptable:

- Cash (single cash transaction must not exceed £7,500.00).

Methods of payment are detailed in Appendix A.

2.8 Failure to pay fees

For students that do not pay Tuition Fees in accordance with the FPA, we may take the following action:

- a) Prevent you from attending your course and subsequently withdraw you from the course.
- b) Apply sanctions to your student account for example suspension of Library privileges or removal of Virtual Learning Environment access.
- c) Report your withdrawal from the course to UKVI in line with current UKVI Policy.
- d) Refer the debt to a 3rd party debt collection agency to collect the fee(s) on behalf of the College.
- e) Withhold your qualification and/or certification.

Prior to any of the above action being taken your case will be referred to NCG's Compliance Officer for discussion with NCG's Authorising Officer. All of the points covered in 2.8 require approval from NCG's Authorising Officer prior to any action being taken.

3. Refund of Deposit payment

3.1 Withdrawal of application prior to Unconditional Offer or CAS issuance.

The applicant has the right to withdraw their application at any time prior to the deposit being paid.

Following deposit payment, the applicant has the right to withdraw their application and expect a full refund providing a CAS/Unconditional Offer has not been issued and used in a visa application.

3.2 Refunds following Unconditional Offer or CAS issuance

If you have been issued an Unconditional Offer for use in a Short-Term-Student Visa application or a CAS for use in a Student visa application (previously Tier 4) and you have already used the Unconditional Offer or CAS, the deposit will not be refunded to you in any circumstances or for any reason except:

- a) You have obtained a visa refusal and have provided us with the original visa refusal notice issued by UKVI. For Student visa applications (previously Tier 4), we will only refund the Deposit after an Administrative Review has been submitted and you provide us with the outcome notice issued by UKVI unless there are extenuating circumstances, which mean you are unable, or prevented from submitting an Administrative Review.
- b) We cancel your course before the Course Start date and we are unable to offer you a suitable alternative commencing within one month of the original. In this instance, within Student visa applications (previously Tier 4), your CAS will be withdrawn or withdrawal of sponsorship will be reported to the UKVI as per Student visa Policy Guidance.
- c) There are compelling, extenuating circumstances such as a severe or debilitating medical condition or death of a close relative. Refunds will only be granted on this basis following submission to Newcastle College by the student of comprehensive supporting evidence (e.g. medical records, doctor's letter, death certificate etc) and the refund is jointly approved by

the Head of International and the Head of Finance, Planning and Resources of Newcastle College.

3.3 Refunds following Student visa approval (previously Tier 4)

The deposit will not be refunded under any circumstances if you have used a CAS issued to you by Newcastle College/NCG in a visa application and you have been issued the visa but subsequently do not enrol on or before the Latest Enrolment Date. If you think that you may be unable to enrol before the Latest Enrolment Date you must inform us before this date so we can consider whether to approve an extension to this date and report it to UKVI through the Sponsor Management System. An exception may be made for circumstances outside your control such as war, industrial action, acts of terrorism, natural disasters and so on.

Non-enrolment outside of these circumstances is classed as a breach of Student visa conditions (previously Tier 4) and we will report this to UKVI resulting in curtailment of your leave to enter or remain. If extenuating circumstances apply, as above in paragraph 3.2, the student must submit comprehensive, supporting evidence detailing the medical condition or death of a close relative for the refund to be considered. The Head of International and Head of Finance, Planning and Resources will consider these on a case-by-case basis.

3.4 Refunds following Short Term Student Visa approval

The deposit will not be refunded under any circumstances if you have used an Unconditional Offer issued to you by Newcastle College/NCG in a visa application and you have been issued the visa but subsequently do not enrol on or before the Latest Enrolment Date. An exception may be made for circumstances outside your control such as war, industrial action, acts of terrorism, natural disasters and so on. If extenuating circumstances apply, as above in paragraph 3.2, the student must submit comprehensive, supporting evidence detailing the medical condition or death of a close relative in order for the refund to be considered. Newcastle College's Head of International and Head of Finance, Planning and Resources will consider these on a case-by-case basis.

4. Refund of Tuition Fees

4.1 Eligibility for Refund:

Following enrolment onto a Course, Tuition Fees will only be refunded to you where:

- a) Newcastle College has to cancel your course and you do not wish to take a suitable alternative course. If you agree to a suitable alternative, the original payment will be credited and re-receipted against the new alternative course and in this instance, the fees will not be refunded.
- b) You have obtained a Student visa refusal (previously Tier 4) for an in-country (within the UK) extension and have provided us with the original visa refusal notice issued by UKVI. We will only approve a refund after an Administrative Review has been unsuccessful and you provide us with the outcome notice issued by UKVI. The total refund payable is based on the proportion of study completed and is listed in paragraph 4.2 of this procedure.

- c) We agree, in our absolute discretion, that there are extenuating circumstances. Supporting evidence of extenuating circumstances must be submitted to Newcastle College in order to qualify for a refund of this type. The joint decision will be made by Newcastle College's Head of International and the Head of Finance, Planning and Resources. Their decision will be final.

For the avoidance of doubt, Tuition Fees will not be refunded in the following circumstances:

- a) You wish to change to a different Course;
- b) You wish to transfer to a different Institution;
- c) You claim you have been misadvised by your agent or advisor, including any who are contracted by us;
- d) You arrive for the Course after the Course Start Date and you have not informed us that you are arriving late and therefore have not been given an extension of your Latest Enrolment Date, except because of circumstances outside your control such as war, industrial action, acts of terrorism, natural disasters and/or compelling, extenuating circumstances.
- e) You have completed your course earlier than expected (except for English as a Foreign Language courses).
- f) You are withdrawn from the course due to failure to progress.
- g) You are withdrawn from the course due to poor attendance.
- h) You are withdrawn from the course due to poor behaviour or misconduct.
- i) Any other reason that does not constitute an extenuating circumstance as decided by Newcastle College's Head of International or their Head of Finance, Planning and Resources.
- j) Tuition fees cannot be transferred to a third party friend, relative or associate under any circumstances.
- k) We offer online learning as a suitable alternative to face-to-face learning (in-line with UKVI regulations) due to circumstances outside our control e.g. global pandemic.

4.2 Proportion of fee eligible for refund

Where a refund has been approved in line with the above guidance the eligible refund amount will be calculated from the date of enrolment to the date the withdrawal is communicated to the International Office. The period of time spent on programme and associated costs will be calculated to the point at which the International Office receives the withdrawal request.

The amount of tuition fee will be refunded as below:

Two thirds of the tuition fee if the student withdraws during the first term, or first 6 months for 18 month programmes;

One third of the tuition fee if the student withdraws during the second term, or between 6-12 months for 18 month programmes;

No refund will be made if the student withdraws during the third term, or final 6 months for 18 month programmes.

Short courses, commercial courses and English as a Foreign Language courses will be refunded based on a percentage of the course completed.

Requests for refunds will only be considered up to two months from the withdrawal date.

4.3 Other fees

Newcastle College accepts no liability for any other fees which are incurred by the applicant such as visa application fees and/or administrative review fees in case of visa refusals. Any person making a visa application does so at their own risk with no guarantee of the application being approved.

4.4 Refund Processing

Where the student qualifies for a refund of tuition fees this should be made to the person who made the original transaction. In certain extenuating circumstances where it is not possible to make the refund to the person who paid the original transaction then another named person or organisation can be paid the agreed refund amount provided that the person making the original transaction has provided written, verifiable, permission to transfer the refund to another named person or organisation. Any such request will be considered in line with UK money laundering laws. Approval of such a request is at the discretion of Newcastle College's Head of International and the Head of Finance, Planning and Resources. In the case of sponsored students refunds will be made directly to the sponsor.

4.5 Part Payment

In cases where more than one transaction has been made against a single course fee (e.g. student has paid 50% and parent has paid 50%), separate refunds will be made to the individuals who made the original transactions, to the value of the original payment, less any bank charges which have been deducted. In cases where there are extenuating circumstances where it is not possible to make the transaction to the person that originally made the payment, paragraph 4.1 will be applied.

4.6 Refund Administration

Refunds will only be processed on receipt of the following documents:

- a) Tuition fee refund form including student's signature.
- b) In the case of a visa refusal, the full visa refusal decision letter issued to you by the Home Office and where applicable (within a Student visa refusal (previously Tier 4)), the Administrative Review decision letter issued to you by the Home Office.
- c) In cases where the person originally paying the fees nominates another named person or organisation to receive the refund, written verifiable evidence confirming name and bank details of the named person or organisation. This request must comply with UK money laundering laws. NCG/Newcastle College reserves the right to decline a request by the person originally paying the transaction to refund tuition fees to a third party.

4.7 Refund processing times

Refunds are paid by NCG Finance at the end of each month.

TUITION FEE /DEPOSIT PAYMENTS

Payment can be made by one of the following methods:

- Visa or MasterCard, in the International Office or by calling:
+44 (0) 191 226 6323
- by electronic bank transfer using the following details (PLEASE WRITE THE STUDENT NAME AND DATE OF BIRTH AS THE REFERENCE):

Account Holder: Newcastle College

Bank Details: HSBC
110 Grey Street
Newcastle upon
Tyne NE1 6JG

Sort Code: 40-34-18

Account Number: 01793993

For payments from an international bank account please use the SWIFT/BIC Code and IBAN number instead of Sort Code and Account number.

SWIFT/BIC Code: HBUKGB4B

IBAN code: GB31HBUK40341801793993

When transferring money to us by electronic bank transfer, we would be grateful if you could send us a copy of the receipt given to you by the bank as proof of your payment so that we can provide this to our Finance team.

PLEASE ENSURE THE NAME OF THE STUDENT AND DATE OF BIRTH IS STATED ON THE MESSAGE.

You should be aware that the bank may charge you for this transfer.