



# REFUND POLICY AND PROCEDURE

Care College is committed to providing quality training and assessment. Care College is committed to ensuring fair and reasonable refund practices.

## DEFINITIONS

**Provider:** Care College is the provider in the context of this policy and procedure

**Student:** a student enrolled at Care College who is a local student

**Package of Courses:** means all courses in a sequence of one or more courses specified in the letter of offer from Care College, which are specified in the agreement signed by the student, and for which timeframes for completion have been issued.

**Tuition fees:** Tuition fees are “directly related to the provision of a course that Care College is providing, or offering to provide, to the student”

**Non-tuition fees:** Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.

**Unused-tuition fees:** Unused tuition fees that a student has pre-paid for educational services that Care College has yet to provide to the student

**Refund:** An amount of fees paid by the student to the provider, which is returned to the student under specific circumstances defined in this policy.

**Provider Default:** when Care College is in breach of the contract with a student where Care College is required to deliver educational services as outlined in the contract for a fee paid in advance by the student.

Or if either of the following occurs:

- the provider fails to start to provide the course to the student at the location on the agreed starting day;
- the course ceases to be provided to the student at the location at any time after it starts but before it is completed

## POLICY

- Refunds applications after course commencement is only in relation to Tuition Fees only, Enrolment Fee and Material Fee are non-refundable.
- Where the student breaches Care College Policies and Procedures no refund is payable.

- Students do not apply for a refund where they have defaulted on payment of Tuition and material fees.
- Payment of a refund application cancels a student's enrolment.

#### HOW TO APPLY

- Refund of the fees will only be granted in accordance with the refund policy.
- Student must submit the Refund Request in writing to Care College.
- All refund applications are to be assessed by the Director within twenty (20) working days of the application and evidence of documentation received.
- The Student /employer will need to supply in writing, the nominated method of reimbursement Refunds are accompanied by a statement outlining the total refunded amount.
- It is student's responsibility to provide correct account details. Care College will not authorise the transfer of fees to any other student's account.
- Care College will provide the student with a statement detailing the calculation of the refund.

#### REFUND APPROVALS

All refunds must be approved by the Director.

#### FULL REFUNDS CONDITIONS:

Care College will make a refund of course fees paid in the following circumstances:

##### 1. Care College does not commence or ceases delivery of a course – Provider Default

In case of Provider default: under the following circumstances:

- The course does not begin on the agreed commencement date; or,
- The course ceases to be provided at any time after it commences but before it is completed;

or,

- The course is not provided in full to the student because a sanction has been imposed on Care College or any other reason.

- If Care College does not commence a course on the due date, a full refund of tuition fees paid will be made
- Where Care College is unable to complete the course due to unforeseen circumstances, any 'unused tuition' fees are to be refunded to the student.
- Where there is an instance of provider default in the above circumstances, Care College may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Where the student agrees to this arrangement, Care College will not be liable to refund the money owed for the original enrolment.

#### PARTIAL REFUND CONDITIONS:

**Student withdraws more than 60 days before course commencement date or within cooling off period**

If written notice of withdrawal is received more than 60 days prior to the initial course commencement, all fees paid are refundable, less an Administration fee of £150.

#### **Student withdraws less than 60 days but more than 28 days before course commencement date**

If written notice of withdrawal is received less than 60 days but more than 28 days prior to the initial course commencement, 50% tuition fees is refundable.

#### **Unused tuition fee for future courses**

In the case where a student cancels their enrolment and requests a refund after the course commencement date, there will only be refund on unused tuition fee for future courses. An Administration fee of £200 will be charged.

### **NO REFUND**

#### **Student withdraws less 28 days before course commencement date**

If written notice of withdrawal is received less than 28 days prior to the initial course commencement, there would be No refund.

#### **Non-tuition-based fees**

Non-tuition-based fees such as Enrolment Fees and Material Fees after course commencement will not be refunded under any circumstances.

#### **Withdrawal from course**

Students who withdraws from their studies after the commencement of their course is required to pay the balance of their tuition fee for the current study period

#### **Transfer to another provider**

In the case where a student seeks and is granted approval by Care College to transfer to another provider prior to completion of six-month study of the principal course, there will only be refund on unused tuition fee for future courses.

#### **Enrolment Cancellation**

Student's enrolment is cancelled because of misconduct of student with Care College's Student Code of Conduct Policy there is no refund of any monies paid to .

#### **Student abandons their course**

Student abandons their course without formally cancelling their enrolment: there will not be any

refund. Student will be invoiced for the tuition fees before the date of cancellation of their completion of the course.

### **EXTENUATING CIRCUMSTANCES**

Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary.

Where evidence can be successfully provided to support the student's circumstances, course fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued. This decision of assessing the extenuating circumstances rests with the Director and shall be assessed on a case by case situation.

### **COMPLAINTS AND APPEALS**

- Students can choose to appeal any decision made by Care College in relation to refunds or any other issue in accordance with the Complaints and Appeals Policy and Procedures.

### **COOLING OFF PERIOD**

- Consumers who enter into an unsolicited contract, the right to cancel the contract within a 'cooling-off' period.
- The purpose of a cooling-off period is to protect a student from being bound by an unsolicited contract that does not fit their needs, by giving them time to reassess and cancel the contract if necessary.
- The cooling-off period for individuals is 10 business days. This period starts the day after the agreement is signed.
- The student can cancel Enrolment Agreement during the 10 business days by mailing a written cancellation request to Care College.