# Payment and refund terms and conditions

Please read these terms and conditions ("Terms") carefully. They contain important information regarding your application to study with us.

We have written these Terms in plain English for ease of understanding, so references to "we", "our" and "us" are references to Ulster University, Ulster University (London and Birmingham Branch Campus) ("UULB") and QAHE (Ulst) Limited ("QAHE"). Also, you may receive lots of information about your course through the application process; however these Terms will take precedence over any other terms that are a part of your application process, enrolment or your studies with us.

# **1** Application Process

To book a place on a course, a completed application form must be submitted to UULB. All application forms will be reviewed and our Admissions Team will notify you as to the outcome of your application. UULB will only request a fee payment once all application documents have been received and approved. Tuition fee payments should not be submitted with initial applications. Acceptance of the offer is defined as confirming in writing that you accept.

Certificate of Acceptance for Studies ("CAS") letters will only be produced once offers have been accepted and payment of tuition fees has been received.

Please note as per UK regulations you have a 14 day cancellation period where you are able to cancel the programme and receive a refund. The 14 days commence from the date that you accept your offer. This refund will be subject to a deduction based upon any services received. **Please note that this regulation is restricted** to self-funding students.

# 2 Payment of Tuition Fees

## 2.1 General Terms for Payment

Current course/programme tuition fees ("Tuition Fees") must be paid in full (and received by UULB) before registration/enrolment week unless otherwise agreed in accordance with these Terms.

The Tuition Fees must be received in cleared funds in accordance with the <u>Payment</u> <u>Methods</u> set out at the end of these Terms.

Payment must be made strictly on or before the dates set out by us.

You will not be able to progress to the next level of your course until we have received the relevant payment.

Please note that:

a) payments made to us are not transferrable between you and anyone else;

b) it is your responsibility to ensure that current course/programme Tuition Fees are paid;

c) we are not liable for any payment (made by you) that does not reach our correct account due to you entering our details incorrectly; and

d) we are not liable if your bank, building society, credit card or debit card supplier declines or refuses payment. It is your responsibility to check that payment has been deducted from your account.

## 2.2 Other important information

All prices and payments are in GBP (£) and inclusive of VAT.

Fees are subject to regular review and change. Fees and other amounts payable are published separately for each intake and the most recently published pricing is payable by all students studying at the relevant time unless the relevant amounts were paid in full prior to the publication of the new pricing. The fee for the duration of your programme will be set out in your offer letter.

## **3 Payment Methods**

Payment for all options can only be made in pounds sterling:

## 3.1 Payment via bank transfer

Barclays Bank PLC Sort Code: 20-55-34 Account Number: 70533971 SWIFT / BIC: BARCGB22 Address: 51 Mosley Street, Manchester, United Kingdom

Always quote your name and student ID or application number. Your student ID number begins with B00 and your application number beings with an A.

## 3.2 Payment via credit/debit card

UULB accepts payments from the following cards: Visa Credit/ Mastercard / Visa Debit / Visa Electron.

We accept payments (credit/debit card payments) over the phone and in person. If you wish to make a payment over the phone please contact one of the telephone numbers below:

020 3504 7241

020 3504 7241

## 3.3 Payment in person

Alternatively you can pay by debit/credit card at the Finance offices at the Birmingham and London campuses. Please note that we may require you to provide photo identification at the time that you make such payment. This identification should either be a passport or student ID card (if applicable) which we will copy and attach to your application.

## 3.4 PayToStudy (online payments for international students)

If you are an International student, you can pay your fees online in your local currency via PaytoStudy. This helps to ensure that you receive competitive foreign exchange rates without incurring international banking fees. You'll receive the exchange rate for that day which will be guaranteed for 48 hours and will be able to choose between wire transfer and credit card payment methods. For more information, please visit <u>ga.ulster.ac.uk/finance</u>.

## 3.5 Payments in cash

Please note that UULB does not encourage the payment of tuition fees in cash. Where cash payments are made directly into the bank account we will require the payee to provide evidence of the source of the funds. Evidence is to include the cash withdrawal from a bank account. In instances where a refund is requested and a cash payment was made to us we reserve the right to refuse the refund until the appropriate evidence of source of funds is provided.

We are committed to assisting you in your studies wherever possible. If you are experiencing unforeseen financial difficulties in paying your Tuition Fees you must contact the Finance team for support and advice as soon as possible.

# 4 Payment of Tuition Fees

## 4.1 International self-funding students

a) For year 1 of your course, a minimum deposit of £5,500 (unless otherwise agreed) or full course fees (if lower than £5,500) are required before registration/enrolment week. The remaining balance is due upon commencement of the second semester in the first academic year.

b) Students progressing to years 2 and 3 of the programme are permitted to pay as above for each academic year.

c) In certain circumstances we may agree that you can pay the remaining tuition fees by an instalment plan. This is a formal process and both you and we have to agree in writing to the schedule and amount of payments under any instalment plan. Please note, any failure to meet the payments in the instalment plan, will result in the plan being revoked.

Where an instalment plan has been agreed payment of Tuition Fees must be made either by recurring card payment or direct debit. You must ensure that we have all direct debit or recurring card payment information before registration/enrolment week.

Please be aware that in the event of a default on an instalment payment the full balance of the Tuition Fees is immediately due and payable. In such circumstances we cannot offer any further instalment plans and we can apply the sanctions for non-payment.

## Recurring card payment ("RCP")

Payment of tuition fees can be made by setting up a RCP plan using a credit/debit card. You must contact the student finance office if your card details change or your card expires whilst the instalment plan is active.

## Direct debit ("DD")

Please note that you must have an eligible UK bank or building society account operating the DD scheme in order to set up a DD plan. A DD mandate form must be completed by the account holder and sent to the student finance office.

## 4.2 For postgraduate UK/EU students

Where you are paying your tuition fees by way of a postgraduate loan you will be required to make a deposit payment of £250 on enrolment, this amount will be deducted from the total tuition fee listed on your offer letter. This deposit payment will not be expected to be paid from the postgraduate loan. The remaining balance of your tuition fee will be split over three or six payments aligned to your loan payments received from Student Finance England.

If you are not paying your tuition fees by way of a postgraduate loan you will be eligible for the terms above regarding the payment of a deposit of £250 prior to enrolment and, should you choose, will have access to an instalment plan.

Please note tuition fees must be paid in full before you are permitted to graduate and any certificates are released.

## 4.3 For students in receipt of an Undergraduate SFE loan

On enrolment, you will need to provide evidence of your application for SFE funding for your course. If you cannot provide this you will be classed as a self-funding student as in point 4.1.

## 5 Sanctions for non-payment of Tuition Fees

Where you fail to make the agreed Tuition Fee payments in accordance with these Terms or are otherwise dismissed then the following action may be taken unless and until proper payment is made:

a) we may confiscate your University ID card;

b) we may suspend your registration on the course/programme;

c) we won't issue any of your pending exam results or award you applicable qualifications;

d) if you are an international student studying in the UK on a student visa, we may contact Ulster University who will report you to the UKVI; and

e) we will, without limiting any other rights we may have, charge interest on the outstanding amount (both before and after judgment) at the rate of 2% above the base rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full.

In all circumstances where a student has defaulted on their instalment plan or on the agreed date of payment, UULB will follow the credit control policy which is available from the University Student Finance Team Office.

## 6 Overpayments

In the event that you overpay the total of the Tuition Fees due, the credit balance will be used to offset any legitimate fee due by you to us (including but not limited to outstanding library debts, printing debts and accommodation debts). We will refund the remaining credit balance to the card account or bank account from which the overpayment was received. For the avoidance of doubt, it is your responsibly to inform us if you believe that you have overpaid the Tuition Fees.

# 7 Withdrawals, Deferrals and Cancellations

## 7.1 General compliance

Other than where we have agreed a deferment in accordance with these Terms, you are not entitled to any refund where you don't complete our enrolment formalities or otherwise fail to follow our course terms. It is your responsibility to attend the campus on specified registration dates set out on your application.

## 7.2 Students with a Tier 4 visa

UULB reserves the right to dismiss and/or withdraw visa support (by reporting you to Ulster University) from any student at any time for:

- a) non-payment of fees or other amounts due;
- b) failure to meet the ongoing attendance requirements;
- c) late commencement of study;
- d) late enrolment;

e) any other failure (past or present) to meet visa regulations and/or UKVI requirements; and/or

f) failure to demonstrate in the UULB opinion satisfactory academic progression.

No refunds will be made to any students (including any prepaid fees or deposits) withdrawn under this paragraph.

UULB reserves the right to inform the appropriate authorities (by reporting to Ulster University) which include the UKVI or agreed emergency contacts where a student:

a) is removed from study;

b) is failing to meet ongoing attendance requirements;

c) is failing, in the opinion of UULB, to make satisfactory academic progress;

d) has committed any breach of his/her visa requirements;

e) withdraws from the course/programme;

f) has not registered with UULB; and

g) returns to their home country or transfers to another higher education institution.

UKVI specifies attendance requirements for study and visa renewal. Students are responsible for signing the attendance register during each class in order to provide acceptable evidence of attendance to UKVI.

## 7.3 Cancellation

Where you accept your course otherwise than in person, you have a statutory right to cancel your course within 14 working days starting on the day you accept your offer ("Contract Date") unless the Contract Date is less than 14 working days old prior to the commencement of your course in which case you may cancel your booking at any time up to the commencement of your course. Where you cancel your course in accordance with this condition you will be entitled to a full refund of any payments you have made in respect of the course subject to a deduction based upon any services received.

Cancellations that do not fall into the category above will be reviewed and if approved will be subject to an administration charge of £150. This charge is made for the services that QAHE have completed during the application stage. A pro-rata charge will also be made to your account based upon services you have received.

## 7.4 Refunds / deferral

All refunds will be made in GBP. We will not be liable for any losses incurred as a result of currency fluctuations or exchange rates.

## **Tier 4 students**

In circumstances where you have paid a deposit prior to us issuing a CAS and the University do not issue a CAS then you will receive a refund subject to a £150 administration fee. Please note in circumstances where a CAS is not issued because of fraudulent documentation being submitted or other irregularities no refunds will be authorised. As before, in instances where a refund is requested and a cash payment was made to us we reserve the right to refuse the refund until the appropriate evidence of source of funds is provided.

Once a CAS number has been issued by Ulster University confirming full-time status and shows as used on the Home Office database, no refund of your deposit or course deferrals / cancellations are permissible other than in the instance of visa refusal and subject to meeting the criteria in the paragraph below.

Course deferrals may be allowed for students including those who are still overseas awaiting their student visa prior to the published course commencement date. An administration charge of £150 may be applied by UULB per deferral. A maximum of one such deferral will be allowed, after which all deposits paid will be forfeited to UULB. UULB refuse deferrals for visa students where it has reason to believe students have entered the UK on the basis of Ulster University's sponsorship and are not studying as necessary with UULB (given the visa requirements). In such circumstances UULB will withdraw its sponsorship and notify the UKVI (by reporting to the license holder) and/or any other relevant authorities.

If a student's visa application has been refused, then the amounts paid will be refunded, less:

a) an administration charge by UULB of £150;

b) if applicable, any outstanding legitimate fees due to the UULB (including but not limited to outstanding library debts, printing debts and accommodation debts),

c) a deduction based upon any services received.

The refund will be dependent on production of the following documents:

a) an agent certified copy of the visa refusal letter (GV51);

b) an agent certified copy of the student's passport showing both a photograph and signature;

c) where the payer was not the student, an original authority letter from the student authorising the repayment to the payer; and

d) where the student is already in the UK, evidence satisfactory to UULB that the student has either left the UK, changed immigration status or found an alternative sponsor to remain in the UK.

Refunds will only be made under this paragraph if requested in writing or by email, with the necessary supporting documents within 4 weeks from the commencement of the course (published date) or 4 weeks from the visa refusal date, if later. In circumstances where an application is refused by UKVI on the grounds of fraudulent documentation or other irregularities no refunds will be authorised.

For students who chose to withdraw from the programme or who are withdrawn on the basis of academic progression, refund requests will be reviewed and a decision made at the absolute discretion of our management.

In these cases QAHE reserves the right to charge an administration fee of £400 for services provided plus a pro rata fee for any teaching services provided. In cases where the student has yet to commence studies, the £400 admin fee will be deducted from any fees paid. All other funds paid will be refunded.

Refund requests that do not meet the criteria set out above but are perceived to be legitimate based on your perception will be reviewed and a decision made at the absolute discretion of our management.

## Non Tier 4 students

You may defer enrolment for one relevant sitting, provided we have received written notification 14 days prior to the course commencement date and you pay the administration fee of £150, if applicable.

If you wish to withdraw from the course after enrolment, refund requests will be reviewed and a decision made at the absolute discretion of our management. Fee liability is as laid out below:

# Home and EU students sponsored by Student Finance England on full-time undergraduate programmes

All UK and EU students who cease or pause their programme of study will be liable to pay a tuition fee depending on the term in which you pause or cease your programme:

- During term 1 you will be charged 25% of the total academic year's fee.
- During term 2 you will be charged 50% of the total academic year's fee.
- During term 3 you will be charged 100% of the total academic year's fee.

# Home and EU students sponsored by a Postgraduate loan or self-funding students on full-time or part-time postgraduate programmes

For those students withdrawing from the programme or being withdrawn by QA Higher Education, the fee liability is calculated by reviewing the date of the submission of the withdrawal form and applying a pro rata fee against the number of weeks of teaching completed and the total number of teaching weeks. For those students who interrupt their studies, fee liability will be calculated dependant on modules completed and a pro rata fee agreed. This fee will need to be paid in full before the interruption is processed. Students are only permitted to interrupt studies on one occasion and will be required to submit documentary evidence to support any interruption request. Students are permitted to interrupt their study for a maximum of twelve months. Where students require longer than twelve months they will need to withdraw from the programme of study and re-apply.

Please note that interruption to study requests will not be approved when the student is citing financial reasons. Students must have acceptable personal extenuating circumstances. The approval of any interruption to study request will be made by the directors of QA Higher Education. In instances where a student has a credit balance on their account and has not restarted their study after twelve months from interruption, the credit balance will be forfeited to QA Higher Education.

## 7.5 When we can refuse requests for deferrals

If you have already deferred your offer to study with us once, we may refuse your deferral request.

Where you are a student subject to a Tier 4 visa, we will refuse your request for a deferral where we have reason to believe you have entered the UK on the basis of our sponsorship but are not complying with our study and course requirements.

## 8 Additional Administration Charges

We will charge you administration fees of:

£45 (GBP) for any resit module. A fee of £45 will be charged per module and not per exam/coursework;

£50 (GBP) for cases of a dishonoured cheque or a defaulted instalment payment to cover administration and bank fees;

£150 (GBP) for arranging permitted course deferrals;

£250 (GBP) for transferring course between locations; and

£150 (GBP) where your visa application has been refused and you are entitled to, and we give, a refund. Please note refunds are also subject to any course fee costs that have been incurred between commencement of course and visa refusal notification if extending a visa in the UK.

£400 (GBP) where QAHE have offered a refund outside of the criteria above but you have provided evidence and a reason deemed acceptable to the QAHE Directors.

# 9 Other Terms

In these terms and conditions:

a) the singular includes the plural and vice versa; and

b) Headings are for reference only.

English law governs these terms and conditions and its interpretation, and any noncontractual obligations arising from or connected with these terms and conditions. If required, it is your responsibility to obtain a visa, adhere to the Home Office regulations (as updated).

We comply with our obligations under the Data Protection Act 1998 in relation to the protection of your data.

The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with these terms and conditions.