

## REFUND AND CANCELLATION POLICY

The Refund and Cancellation Policy has been developed to provide clarity to staff and students on the circumstances where a refund of fees or cancellation of fees will be considered. This policy applies to your Stage 1 study at Leicester International Pathway College (LIPC).

The refund of fees by OIEG will be at the sole discretion of the Director of Operations at OIEG. Decisions about refunds will take into account this policy.

For policy relating to stage 2 of your course at De Montfort University please find here <http://www.dmu.ac.uk/dmu-students/the-student-gateway/student-finance-and-welfare/fees-and-funding/tuition-fee-charging-and-refunding-policy-2015-16.aspx>

The difference stages of your course are set out in your offer letter.

### 1. Definitions

In this policy:

“Administration Fee” means the sum of money to cover the cost of processing your application.

“Advance Payment” means the sum of money received before issuing a document confirming reservation of a place.

“Agreement” means the contract in place between you and OIEG and DMU to undertake the LIPC Course

“CAS” means Confirmation of Acceptance of Studies which is necessary for students who require sponsorship under the Home Office Tier 4 sponsor scheme

“CAS Fees” means a fee of £14 for the first CAS issued by DMU and £100 if a second CAS has been issued.

“Enrolment” means when you have officially enrolled on to the LIPC Course

“LIPC” means Leicester International Pathway College which is an embedded college offering integrated programmes for non-UK students. It is run in partnership with OIEG. LIPC offers undergraduate and postgraduate pathways leading to a degree award from DMU.

“LIPC Course” means the course provided to you by LIPC

“OIEG Agent” means an organisation or individual with an agreement with OIEG to recruit students to OIEG programmes.

“OIEG Insurance Policy” means any insurance policy taken out by OIEG on your behalf with Endsleigh®

International insurance, details of which can be found at

[http://www.oxfordinternational.com/wpcontent/uploads/2016/07/Policy\\_2016\\_Oxford-International-](http://www.oxfordinternational.com/wpcontent/uploads/2016/07/Policy_2016_Oxford-International-Education-and-Travel-Limited_IL9.pdf)

[Education-and-Travel-Limited\\_IL9.pdf](http://www.oxfordinternational.com/wpcontent/uploads/2016/07/Policy_2016_Oxford-International-Education-and-Travel-Limited_IL9.pdf) Such insurance policies are subject to separate terms and conditions;

“OIEG” / “us” / “we” means Oxford International Education Group

“Pre-CAS Deposit” means the sum of money received before issuing a Certificate of Acceptance for Study for use in a visa application.

“The University” means De Montfort University

## **2. Refund of Fees when you are unable to Enrol**

**2.2** Should you fail to enrol for one of the reasons set out below, we will refund any Fees already paid by you (or your Sponsor) including, the Advance Payment or the Pre-CAS Deposit (as the case may be) and any fees paid in respect of the OIEG Insurance Policy, but we will not refund any Administration Fee or any CAS Fees. The reasons that could apply under this clause are:

- 2.2.1** if your visa application is refused through no error of OIEG, the University, OIEG agent or UKVI. In order to claim the refund you must send us your Tier 4 refusal letter issued by UKVI, the British Embassy / High Commission;
- 2.2.2** if we do not accept you on the LIPC Course; and/ or
- 2.2.3** if you fail to meet any conditions stipulated in your conditional offer.

**2.3** If we reasonably consider that the reason your visa application has been refused/ you are not accepted onto the LIPC Course/ your failure to meet the conditions stipulated in your conditional offer is as a result of any fraud or deception on your part, or any misleading information provided by you, we may, in our discretion, withhold repayment of any fees (or any element of fees) that would otherwise have been repaid to you under clause [2.1] above.

## **3. Refund of fees prior to and following Enrolment**

**1.1** If you elect to withdraw from the LIPC Course:

**1.1.1** more than eight (8) weeks prior to the LIPC Course start date, we will refund the fees including the Advance Payment or the Pre-CAS Deposit (as the case may be) already paid to us. We will also refund any fees in respect of the OIEG Insurance Policy (provided you have not entered the UK). In such circumstances, the Administration Fee and the CAS Fees (if a CAS has been assigned to you) are non-refundable; or

**1.1.2** less than eight (8) weeks prior to the LIPC Course start date but before Enrolment:

**1.1.2.1** we will refund the fees including, the Advance Payment or the Pre-CAS Deposit (as the case may be) already paid to us **only if we are able to accept another student onto the LIPC Course in your place;**

**1.1.2.2** we will refund any fees in respect of the OIEG Insurance Policy (provided you have not entered the UK);

**1.1.2.3** We will not refund the Administration Fee and the CAS Fees (if a CAS has been assigned to you) even if we do accept another accept another student onto the LIPC Course in your place.

**1.2** Following Enrolment, you must provide us with a minimum of one academic term's written notice. You will remain liable to pay the fees for that term whether or not you attend lessons during that term. If you

fail to provide us with a minimum of one academic term's notice you will not be entitled to a refund of your fees. You will not be provided with a refund of any fees that have already been paid (including the Administration Fee, the Advanced payment of fees or Pre-CAS Deposit (as the case may be) or any additional payments that have been incurred). This clause does not apply if you withdraw within the 14 day Cancellation Period or if you withdraw due to exceptional circumstances.

## **2 Refund of fees where your Visa is refused**

- 2.1 If your visa application is refused due to an error by OIEG, the University, or an OIEG agent, then any fees (including the Pre-CAS Deposit) paid will be refunded and any fees paid in respect of the OIEG Insurance Policy (provided you have not entered the UK) will be refunded. In such circumstances the Administration Fee will also be refunded.
- 2.2 In order to claim the refund you must send us your Tier 4 refusal letter issued by UKVI, the British Embassy / High Commission.

## **3 Refund in the event of LIPC course changes**

- 3.1 Our terms and conditions (which can be found here: <http://www.dmu.ac.uk/documents/dlipc/terms-conditions-final-feb-2017.pdf>) sets out the circumstances in which we may make changes to courses and/ or close a course.
- 3.2 Should we close a course and/ or if the changes we make substantially varies our Agreement with you, you may withdraw from the LIPC Course and terminate our Agreement immediately by written notice, however that notice must be provided within 14 days of our notice to you of the proposed change. If you provide this notice :
  - 3.2.1 prior to the LIPC course start date, we will provide you with a full refund of the fees (including any Advance Payment or Pre-CAS Deposit (as the case may be)) and Administration Fee already paid to us and any reasonable costs already incurred by you in relation to the LIPC Course, such as Visa fees and travel costs directly relating to the LIPC Course; or
  - 3.2.2 on or after the LIPC Course start date we will provide you with an appropriate refund taking into consideration the proportion of the LIPC Course at the time of termination of our Agreement and any reasonable costs already incurred by you in relation to the LIPC Course such as Visa fees and travel costs directly relating to the LIPC Course.
- 3.3 As above, your other rights when changes are made are set out in our terms and conditions (which can be found here: <http://www.dmu.ac.uk/documents/dlipc/terms-conditions-final-feb-2017.pdf>)

## **4 Exceptional Circumstances**

- 4.1 If you need to withdraw from the LIPC Course due to exceptional circumstances [which mean that you are unable to give one academic term's notice], you should inform us immediately. You should set out your

exceptional circumstance in writing and, where possible, provide supporting evidence of your exceptional circumstances. If (in our reasonable opinion) we agree in writing that the circumstances are exceptional, you may terminate our Agreement immediately by written notice and we will refund your fees (including the Advance Payment or the Pre-CAS Deposit), less your tuition and assessment costs up to the date of such withdrawal. In such circumstances, the Administration Fee and CAS Fees are non-refundable.

- 4.2 The type of circumstance that is likely to amount to an exceptional circumstance includes, but is not limited to:
- 4.3 Where your withdrawal is due to illness, subject to the terms of your accident and medical insurance, you may be able to recover some or all of the fees from your insurer.

## **5 Refund in the case of 14 days cancellation period**

- 5.1 Our terms and conditions (which can be found here: [<http://www.dmu.ac.uk/documents/dlipc/terms-conditions-final-feb-2017.pdf>] sets out your right to cancel your acceptance of a place at LIPC.
- 5.2 If you submitted your application form by fax, post or email (but not when you submit it in person) then a fourteen (14) day cancellation right will apply. You are entitled to cancel our Agreement for any reason (including if you change your mind) within fourteen (14) days starting from the day you accept an offer from LIPC/ the University / OIEG (the "Cancellation Period").
- 5.3 If you decide to cancel our Agreement, you must clearly notify us within the Cancellation Period by post (at: OIEG Pathways Admissions Team, 259 Greenwich High Road, London, SE10 8NB), or email (to: [pathways@dmu.ac.uk](mailto:pathways@dmu.ac.uk)) or at the contact details provided on our website [<http://www.dmu.ac.uk/dmu-leicester-international-pathway-college/apply-now.aspx>] You should mark the communication "Refunds and Cancellations".
- 5.4 You can use our Model Cancellation Form if you wish to cancel (see Appendix1), however you do not have to use this form.
- 5.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 5.6 Subject to clause [5.6] below, if you cancel your place in accordance with your Agreement we will, refund within fourteen (14) days of receiving such notice of cancellation:
- 5.1.1 any fees (including the Advance Payment or the Pre-CAS Deposit (as the case may be); and
  - 5.1.2 the Administration Fee already paid to us by you (or by your Financial Sponsor), less any reasonable administration costs incurred in dealing with such cancellation.
- 5.2 In any event you will not incur any fees as the result of the reimbursement.
- 5.3 If you have expressly authorised us to provide education services to you within the Cancellation Period we are entitled to deduct a fee for the education services you have received up until the date of cancellation. If you enrol on the LIPC Course within the Cancellation Period, you expressly authorise us to provide the education services to you within that Cancellation Period.

- 5.4 For the avoidance of doubt, where education services have been provided during the Cancellation Period, with your express consent, you will be required to pay OIEG an amount which is in proportion to what has been performed until cancellation is communicated to us. The right to cancel the contract no longer applies in the event that the contract has been fully performed during the Cancellation Period, provided that OIEG obtained your express consent to commence the contract during the Cancellation Period.
- 5.5 After the 14 day Cancellation Period your application fee cannot be refunded even if your application is withdrawn or is unsuccessful.

## **6 Refund Payments**

- 6.1 All refunds will be paid without any undue delay and in any case, within 14 days from our agreement that a refund is due. Further time may be required for investigation (in the cases of any alleged fraud or deception, or if we are waiting for the appropriate evidence from you as set out in this policy). If this is the case you will be notified within 7 days of receipt of refund request/cancellation that we are investigating your request and we will provide a reasonable timescale to complete those investigations.
- 6.2 All refund payments will be returned to the account monies are received by OIEG unless we receive a written request for payment to be made into an alternative bank account (subject to any money laundering or other financial regulations and/ or restrictions)

## **7 General**

- 7.1 If we refund fees for any reason (except if you cancel within the Cancellation Period), we may deduct all costs reasonably incurred as a result of any withdrawal, dismissal, or termination, including bank charges; [any payment by us to agents and other third parties for assisting in your recruitment]; and the cost of the educational services provided to you (including your tuition and assessment costs) up to the date of such cancellation or termination.
- 7.2 Unless otherwise specified in our Agreement, Additional Costs payable during the course of our Agreement are non-refundable.
- 7.3 If you are an International Student and have been granted a visa/further leave to remain for the LIPC Course, to claim a refund under our Agreement you must fully cooperate with us in providing any evidence required by the UKVI such as evidence that you have remained in your home country or commenced your education with another education provider.
- 7.4 Following Enrolment, if you fail to complete your LIPC Course you will not be eligible for a refund, discount or credit and you will be responsible for your outstanding Fees for the remainder of the LIPC Course.
- 7.5 There may be a delay in refunding any monies if it would be against the law to return the money to you (for example, if financial sanctions are applied to you or your country).



**APPENDIX 1****Cancellation Form**

To: **OIEG Pathways Admissions Team**, 259 Greenwich High Road, London, SE10 8NB (or by email to: [pathways@dmu.ac.uk](mailto:pathways@dmu.ac.uk) marked Refunds and Cancellations

I/We hereby give notice that I/we cancel my/our contract of sale of the LIPC Course

Payment made on the following date:

Payment Reference Number:

Name of applicant(s):

Address of applicant(s):

Signature of applicant(s) (only if this is notified on paper):

Date: