

**UNIVERSITY OF THE ARTS LONDON**

# **STUDENT FEES POLICY**

**2021-22 entry**

5<sup>th</sup> March 2021 version

# CONTENTS

- A. EXTERNAL STATUTORY AND FUNDING CONTEXT
- B. TYPES OF FEE
- C. BURSARIES, SCHOLARSHIPS AND OTHER AWARDS
- D. ADDITIONAL CHARGES
- E. HOW TO PAY FEES AND CHARGES
- F. SPONSORED STUDENTS
- G. INSTALMENT PAYMENT
- H. FEE DISCOUNTS
- I. FURTHER EDUCATION: FOUNDATION IN ART AND DESIGN COURSE
- J. FEE DEPOSITS
- K. REFUNDS, REFERRALS AND REPEATED STUDY, TRANSFERS AND TIME OUT
- L. LATE JOINERS, DEFERRALS AND ALTERNATIVE TERM DELIVERY DATES
- M. ERASMUS AND OTHER EXCHANGE STUDENTS
- N. STUDENT LIABILITIES AND NON-PAYMENT OF FEES
- O. EXCEPTIONAL FEE PAYMENT ARRANGEMENTS
- P. COMPLAINTS AND APPEALS

**NOTE: This Student Fees Policy is not applicable to the University's Study Abroad Programme or its Short Course programme.**

The University operates a Study Abroad Programme which enables students who are studying at educational institutions outside the UK to attend courses available at the University's constituent colleges. The Study Abroad Programme falls outside the scope of this Policy. Please find the Study Abroad Terms and Conditions here: <https://www.arts.ac.uk/study-at-ual/study-abroad/study-abroad-terms-and-conditions>.

The University's Short Courses are delivered by UAL Short Courses Limited, a wholly owned subsidiary of the University. It provides short courses, consultancy, tailor-made training and other related programmes. These courses are offered on a full-cost basis, and receive no Government funding. Most courses delivered by the University's Language Centre are provided on the same basis. These courses are primarily commercial rather than educational activities, and as such they fall outside the scope of this Policy.

This Fees Policy should be read alongside the contract that you have entered into with the University. For the purposes of this Fees Policy, your contract with the University will be referred to as the "Student Contract".

#### A. EXTERNAL STATUTORY AND FUNDING CONTEXT

##### Current Position

###### *EU Students*

1. The following fee position applies at the point of publication of this Policy but is subject to change in accordance with the terms of your Student Contract.
2. In June 2020 the Government announced that EU nationals starting a course from academic year 2021-2022 onwards (including applicants deferring a place from academic year 2020-21) would no longer be entitled to pay fees at the Home fee rate or be entitled to the Home student support arrangements. Details of these entitlements have not yet been finalised, and there are some exceptions, and so we recommend EU nationals regularly visit the University's website for updates on the fees status position for academic year 2021-22 and take further advice where necessary.
3. Existing EU students who started their course in 2020-21 or previous years and who have been paying fees at the Home fee rate will continue to be entitled to pay at the Home rate for the duration of their existing course. They will also continue to be entitled to student support arrangements on the same basis as in 2020-21.
4. Existing EU students will also continue to be covered by the current arrangements whereby their level of tuition fee for each academic year of an undergraduate course will be subject to increase where this is permitted by the fee regulations, and the terms of the Student Contract, at that time. If your tuition fees will be increasing we will notify you as soon as possible in writing and in any event by the start of the academic year.

### *Undergraduate*

5. The following fee position applies at the point of publication of this Policy but is subject to change in accordance with the terms of the Student Contract which can be found here:  
<https://www.arts.ac.uk/study-at-ual/how-to-enrol/information-for-new-students>.
6. For students who started their course on or after 1 September 2012, institutions are permitted by legislation to charge 'Home' undergraduate students fees up to a specified maximum "fee cap" (£9,250 per year in 2021-22), subject to the approval of the Office for Students (OfS).
7. Undergraduate students from the Channel Islands or the Isle of Man ('Islands Students') who started their course on or after 1 September 2012 have been charged the same tuition fee rate as 'Home' students, in line with an agreement with the relevant Islands education authorities. Full-time undergraduate Islands Students are not funded by the OfS. The Islands authorities will only provide financial support to Islands students where these rates are not exceeded. Whilst the agreement with the relevant Islands education authorities remains in place, Islands Students will continue to be charged the same tuition fee as 'Home' Students.
8. There are different fee caps in place for undergraduate part-time students, Erasmus+ study year students and sandwich placement year students.
9. Institutions are permitted by legislation to charge fees over the fee cap to students who do not fall within those specified categories (such as "Overseas Students") and the University is free to determine its own tuition fee levels in respect of these students. As noted in paragraph 2 above this is expected to apply to EU students starting their course in 2021-22 unless covered by one of the published exceptions.
10. You can contact the College where you are studying (or to which you are applying) for more information regarding your fee status and the criteria to be met to pay 'Home' fees.
11. Home students may obtain a Tuition Fee Loan and other student support from the Student Loans Company (SLC). For further details, visit the gov.uk website.
12. Home students undertaking a course at a level which is equivalent to or lower than a qualification already held will not receive any student support under the Government's Equivalent or Lower level Qualifications (ELQ) process. Students in receipt of Disabled Students Allowance (DSA) are exempt from the requirements of the ELQ arrangements.
13. Your offer letter will confirm your fee status together with details about the annual tuition fees that will be payable by you.

### *Postgraduate*

14. There is currently no legislative fee cap on the level of postgraduate tuition fees (taught or research), and fee levels for these courses will continue to be set by the University on the basis of cost of provision, market forces and other factors.
15. While tuition fee rates for postgraduate students are not externally determined, it should be noted that where a student is successful in applying for financial support from UK Research and Innovation (UKRI) they will only provide tuition fee support up to a specified level in any particular academic year. Where proof of UKRI funding is provided the University will meet any shortfall.

*Anticipated fee increases for undergraduate courses (Home Students)*

16. The Government has announced that the level of undergraduate fee cap for 2021-22 entry will remain at £9,250.
17. Please note, for students commencing their first year of study with the University in 2021-22, that tuition fees payable for each academic year of their programme may be subject to increase in line with inflation where such an increase is permitted by legislation. Tuition fee rates for part-time undergraduate students are also liable to increase on the same basis. Please see the Student Contract for details about how we will calculate any increases, and how we will notify you of these increases.

*Fee increases for postgraduate students, and overseas students studying on undergraduate courses*

18. For all postgraduate students, and Overseas Students studying on undergraduate courses, in each case where the relevant course has a duration of more than one academic year, then unless stated otherwise the University reserves the right to increase tuition fees in the second and any subsequent year of a course annually in line with inflation, provided the level of any inflationary increase will be capped at a maximum of 5% per annum. If your tuition fees will be increasing we will notify you as soon as possible in writing and in any event by the start of the academic year.

*Further information*

19. The University recognises that some students may want further information or advice about this Policy and how it operates. The Student Advice Service is available to students who would like further advice on this Policy, and Fees Managers in each College can also discuss with students particular issues such as requests to pay fees in instalments.

*Further Education Courses*

20. The following fee position applies at the point of publication of this Policy but is subject to change.
21. Institutions are not permitted to charge tuition or exam fees to Home students under the age of 19 on 31 August 2021 who undertake Further Education (FE) courses which are publicly funded.
22. Not all FE courses offered by the University are publicly-funded; those courses that are not may therefore incur tuition and/or exam fee charges.
23. Where an FE student is aged 19 or over on 31 August 2021 there are circumstances where the Government specifies that students on publicly-funded courses should not be charged a tuition fee.
24. Where those circumstances do not apply and a tuition fee is charged to a Home FE student aged 19 or over as at 31 August 2021 on a publicly-funded course, the Government currently provides tuition fee loans ('Advanced Learner Loans') through the Student Loans Company (SLC) to support FE students in paying their fees. The Education and Skills Funding Agency (ESFA) will specify the maximum amount of tuition fee loan which can be taken out, and the University will take this into account when setting the level of fee for these FE Students.
25. FE 'Islands' Students (Channel Islands or Isle of Man) are not currently entitled to ESFA funding and so are charged the same fees as Overseas Students. The 2021-22 funding position for these students is under review: please check the latest position with the University when you apply.

26. You can contact the University Admissions Service to find out whether your FE course is publicly-funded, the criteria to be met for free tuition, and FE tuition fee levels.
27. Further information about Home FE tuition fees can be found in section I of this Policy.

## B. TYPES OF FEE

### Tuition Fees

28. The fee payable for a student's course is the tuition fee, and this is the fee which is governed by legislation and may be controlled by the Government or other funding body. The offer letter sent to students will set out what fee is payable for the course. References to Fees in the Student Contract are Tuition Fees for the purposes of this Fees Policy.
29. The rate of fee charged may vary according to the funding and 'fee status' of the student. Your fee status depends on whether you meet certain criteria. The process of determining which rate of fee is paid by a student is termed 'fee assessment', and is managed by the University Admissions Service. Further information about the fee assessment process is available on the University's website and in our Admissions Policy, but the status applied to you individually will be detailed on your offer letter.
30. The tuition fee is applied to the specified qualification irrespective of mode of attendance unless specifically agreed otherwise. Where a full-time course is also offered on a part-time basis then a pro-rata fee is charged on the basis that (ignoring annual inflationary adjustment) the same overall tuition fee is paid irrespective of whether the qualification is being studied on a full-time or part-time basis. Your offer letter will provide any additional information that is relevant to the mode of attendance applied to your studies.

### CDP Courses

31. For some flexible learning Continuing Professional Development (CPD) courses a fee is charged for each unit of a course rather than for the entire programme. Where this is the case the fee for the smallest unit (usually 10 or 20 credits) will be based on the amount of academic credit associated with that unit, as a proportion of the total course. Separate fee rates will be calculated for Home and Overseas Students. This unit fee will then be rounded up to the nearest £10. Fees for larger units with more academic credit will be based on multiples of this unit fee. This means that a student undertaking a full CPD qualification may pay slightly more (due to rounding) than a student undertaking the same qualification on a non-CPD basis.
32. Unit-level fee rates for CPD courses are adjusted annually for inflation, for Home/EU and Overseas Student fees. This means that the 2021-22 fee charged to a new student for a particular unit may not be the same as the fee charged to a continuing student taking the same unit.

## C. BURSARIES, SCHOLARSHIPS AND OTHER AWARDS

33. The University currently offers a number of scholarships, bursaries and other awards which cover all or part of a student's fees. Eligibility criteria vary and depend on the level of the course (postgraduate, undergraduate or FE) and so the award letter which accompanies scholarships, bursaries or awards should always be read carefully by students alongside the relevant Student

Contract. Being in receipt of a scholarship could affect entitlement to a fee discount – see section H of this Policy. The University website at <https://www.arts.ac.uk/study-at-ual/fees-and-funding/scholarships-search> should be consulted for further information.

#### D. ADDITIONAL CHARGES

34. Most courses at the University charge a tuition fee. However in many areas there are also additional mandatory costs incurred by a student when undertaking a course, for example, equipment and materials, travel or accommodation costs for compulsory field trips or for residencies. In addition, you may be required to pay additional charges during your course, for example, if you are required to re-take any course modules, or to take certain examinations, or if you need to purchase equipment or contribute to equipment costs. The relevant course information will also provide you with details of any specific mandatory costs you will need to incur to complete your course. You will be responsible for paying any such additional mandatory charges.
35. There are only very limited circumstances in which students could be charged additional compulsory fees on top of their tuition fees, for example where a separate residential fee is charged for a particular course.
36. Other fees which may be charged to you, in addition to your tuition fees, include but are not limited to the following:
  - Examination fee (also known as ‘Awarding Body registration fee’) – this would be payable by an FE Student whose qualification is externally set and validated. This includes courses validated by the University’s awarding body (UALAB). Awarding bodies invoice the University for every student registered with them, irrespective of status, and these examination fees are normally collected at or by enrolment along with tuition fees. Where a student is exempt from the requirement to pay fees (for example a Home FE student aged under 19) then the cost of this examination fee is funded by the University. Undergraduate and postgraduate students are registered for qualifications validated by the University for which no examination fee is due.
  - For undergraduate students, your course may also require you to incur costs for additional goods or services from us, (including, for example, residential fees) which are mandatory to complete your course, as described in paragraph 34. Optional costs may also be incurred as described in paragraph 39.
37. If you enter into a separate contract with the University for the provision of non-mandatory accommodation, any fees payable for that accommodation will be subject to a separate contract, and will be managed by the University’s Accommodation Services and fall outside the scope of this Policy. Further information on Accommodation Services can be found at <https://www.arts.ac.uk/study-at-ual/accommodation>.
38. The University recognises that it is important that information about such additional fees should be communicated clearly to applicants and students, and you will be given full details of what these charges are before you incur them.
39. Students may wish to participate in optional trips or visits for which there may be a charge, and may be invited to contribute to such events or other optional course-related costs. The University may also wish to assist students by bulk purchasing tools, make-up kits or other items of equipment for use on their course, and then offering them to students to buy at discounted rates. The purchase of

any such additional items will be subject to a separate contract with the University, and details of these terms will be communicated to you at the time you wish to purchase them.

## E. HOW TO PAY FEES

40. Tuition and additional charges are charged in pounds sterling.
41. Payment of fees can be made through the University's secure on-line payment facility which can be found at <http://www.arts.ac.uk/study-at-ual/enrol/fee-payment/>. The student's ID number (provided along with the offer of a place on a course) is required. Payment can also be made as described in the Student Contract.
42. Further information about payment of fees in 2021-22 will be set out in the 'How to pay your tuition fees' page on the University website, and section F applies where a third party will be paying a student's tuition fees.

## F. SPONSORED STUDENTS

43. If an employer or other organisation or non-UK Government agrees to pay all or part of a student's tuition fees the University will invoice them for the appropriate amount.
44. Parents, family and friends do not count as sponsors for this purpose and if they pay all or part of a student's fees that student will be treated as self-financing and will need to pay the fees accordingly.
45. Where a sponsor is paying fees on behalf of a student, confirmation of that sponsorship must be provided in writing for each year of study being funded by the sponsor before the student may be enrolled without payment. Further information about the information to be provided by sponsors can be found in the 'How to pay your tuition fees' page on the University website which should be read alongside the Student Contract.
46. Where a sponsor fails to pay the relevant fees when due, or withdraws their support at any point during the year, the student will be liable for any outstanding fees in accordance with the relevant Student Contract.
47. Some non-UK Governments which sponsor students will pay the fees to the student rather than direct to the University. This may be in termly instalments. Where a Government sponsor's rules require the payment to be made in this way, then provided there is written evidence of this, and the student undertakes to pay their fees to the University when due and understands that if this support is withdrawn they will be liable for the full fee, then such termly instalment payment arrangement is allowed. Further advice should be obtained from the relevant College Fees Manager where necessary.
48. Where a sponsored student (including anyone whose fees are being paid through a non-UK Government loan) withdraws from their course then the fee liability of the sponsor will be limited to the level of liability accepted by the sponsor in the event of the withdrawal of the sponsored student. Under these circumstances the withdrawing student will not be asked to make up any shortfall, as with undergraduate SLC-sponsored students who withdraw. This does not apply where a student's fees are paid by a third party such as another family member of the student, and the

refund policy described in section K would be applied in these circumstances.

49. Further information about the procedures to be followed by sponsored students is contained in the 'How to pay your tuition fees' pages on the University website.

## G. INSTALMENT PAYMENT

50. University policy is that the fee due for a particular academic year must be paid in full at or by the start of the academic year, unless otherwise expressly agreed by us. Where the fee is to be paid by a sponsor or SLC loan then written evidence of this must be provided to the University at or by the enrolment date for the course.
51. Tuition fees may be paid in instalments for postgraduate courses (including Graduate Diplomas) that last for a minimum of 30 weeks. Further information can be obtained from the University website or from the relevant College Fees Manager. Instalment payment arrangements will be provided in the 'How to pay your tuition fees' pages on the University website.
52. Special arrangements are in place for students who are self-funding for one academic year as a result of previous study. This applies to UK undergraduate students in receipt of maintenance funding and who have to pay their own fees for one year of a BA course because their 'previous study' means that they cannot take out an SLC loan from UK designated agencies such as Student Finance England for that year. These students will have automatic approval for payment of their fees in instalments during their self-funded year on the basis of one third of the fee each term, payable after receipt of the termly maintenance payment. These students will also be asked to discuss these arrangements with the University's Student Advice Service to ensure that they are affordable. Full details of any such arrangements will be documented.
53. Paying fees in instalments does not affect a student's liability for the full tuition fee for the relevant academic year in the event of withdrawal from the course. See section K) below for further information.
54. Where a student paying in instalments takes a full or partial year out from their course then, unless otherwise agreed by us, fees will continue to be collected under the terms of that instalment arrangement. However in exceptional circumstances (which could include where the year out is taken due to financial difficulties) the student can request suspension of the instalment arrangements until they return to their course. This should be discussed with the relevant College Fees Manager if it is a standard postgraduate payment plan. If it is a specific payment plan which has been approved by the Fees Policy Group then the University's Credit Control team should be contacted in the first instance, and any arrangement agreed with you will be documented in writing.

## H. FEE DISCOUNTS

55. Students starting a postgraduate Masters course at the University (i.e. MA, MSc, MRes) in 2021-22 are entitled to a progression discount on the tuition fee payable (split between years if a course lasts more than one year) if they have previously successfully completed an undergraduate level or postgraduate level course at the University, or a UAL Study Abroad course. Further information about the level of discount in 2021-22 can be obtained from the University website at <https://www.arts.ac.uk/study-at-ual/fees-and-funding/tuition-fees/postgraduate-tuition->

[fees/progression-discount](#) .

56. Eligibility for the progression discount in 2021-22 and further details of any changes to these arrangements will be published on the University website at <https://www.arts.ac.uk/study-at-ual/fees-and-funding/tuition-fees/postgraduate-tuition-fees/progression-discount> .
57. For students attending flexible learning/CPD postgraduate courses the progression discount is recognised through charging a reduced fee rate for each unit of the course. Teaching and Learning Exchange courses are not covered by this discount.
58. Specific arrangements apply to former UAL students on MBA courses at the University. Please see the relevant course pages on the University website for further information.
59. Students in receipt of a scholarship or bursary should check the terms of their award to see whether this will affect their entitlement to a progression discount.
60. Where any fee discounts are applied, your Offer Letter will provide you with details of the total cost payable by you, taking into account any applied discount.

#### I. FURTHER EDUCATION: FOUNDATION IN ART AND DESIGN COURSE

61. The information in this section applies to Home Students on the FE Foundation Diploma in Art and Design (FAD) course.

##### *Progression Bursary*

62. Home FAD students starting their studies in academic year 2021-22 who satisfy the University's means-testing requirements and who progress onto a UAL BA course in academic year 2022-23 will receive a bursary equivalent to 50% of the value of the FE fee they paid in 2021-22, when they enrol on their BA course.
63. Please see the [Further Education Tuition](#) fees page on the University website for further information about FE tuition fees and payment arrangements.

#### J. FEE DEPOSITS

64. Overseas fee-paying students are required to make a fee deposit to secure their place on a course. It will be a condition of the Student Contract that the deposit is paid in accordance with the terms of the Offer Letter. The balance of the tuition fee due is payable on or by enrolment. Further information is contained in the International Students and Money page on the University's website at <https://www.arts.ac.uk/study-at-ual/fees-and-funding/international-students-fees-funding-and-money> and in the applicable Student Contract.
65. This deposit is refundable if you request a refund within 14 days of the deposit payment being made. Please note that if you request a refund of your deposit, your application will be automatically withdrawn. This deposit may also be refundable in certain other circumstances. Please see section K of this Policy and your Student Contract for further information about fee refunds.

66. From 2020-21 the University no longer requires students in receipt of direct or indirect funding from the UK Government or other Government (including loans) to make a fee deposit.
67. Students who are being sponsored by an official financial sponsor as defined by UK Visas & Immigration (UKVI) may request a deposit waiver by sending evidence of their sponsorship when they accept their offer, to [ual.internationalapply@arts.ac.uk](mailto:ual.internationalapply@arts.ac.uk). The student must quote their UAL ID in all correspondence.
68. Where a student joins a different UAL course to the one for which they originally accepted an offer of a place, they may put their deposit towards the fees for that course (this does not apply to short courses or English Language courses). If a student is allowed to defer their place, any funds prepaid may be carried forward to the next academic year.

#### K. REFUNDS, REFERRALS AND REPEATED STUDY, TRANSFERS AND TIME OUT

69. Where a student's tuition fee is calculated on a 'pro rata' basis this is normally calculated on the basis of academic credit as a proportion of the total credit value of the relevant course year. For example an undergraduate student repeating a 20 credit course unit would pay one sixth (20/120) of the annual tuition fee. However if it is agreed that a student would repeat two terms of a course, for example, then the pro rata calculation would be based on the number of terms attended, i.e. 2/3 of the annual tuition fee.

##### *Refunds*

70. There is no automatic entitlement to a refund of tuition fees once the Student Contract has been entered into, except in the following cases:
  - a) verified overpayment or receipt of sponsorship after payment of the fees by the student;
  - b) where the student exercises their legal right to cancel the Student Contract (as prescribed under the Consumer Contract Regulations 2013), but as enhanced by the University as described in paragraph 76 (Early withdrawal within first 14 days of the official course start date);
  - c) where UAL terminates the contract pre-enrolment because it can no longer offer the course (for example, as a result of not securing the requisite minimum enrolment numbers to allow the course to start or loss of or failure to obtain appropriate approvals).

In these cases, the student will be entitled to a full refund of all tuition fees you have paid (or where there has been an overpayment in accordance with paragraph 70(a), the overpayment amount) to the University, except that under paragraph 70(b), any such refund shall be subject to the University retaining an amount to cover its reasonable losses and costs as a result of the student withdrawing, including any deposit paid.

71. Refunds may be payable where the Student Contract is ended in the following circumstances (not exhaustive):
  - a) Where the course is withdrawn once it has commenced;
  - b) Where UAL terminates the Student Contract as a result of the student's breach, or where a student does not meet any entry requirements, Conditions or Standards (as defined in the Student Contract) , or under health and wellbeing procedures;
  - c) Where UAL is in serious breach of the Student Contract;

Please refer to your Student Contract for details about when the Student Contract might be ended either by the University or by the student.

72. If any of the circumstances in paragraph 71 apply, you may be entitled to a refund of a proportion of any tuition fees you have paid on a pro rata basis to reflect the unexpired period of the course. The University may be entitled to retain an amount to cover its reasonable losses and costs as a result of the termination, including any deposit paid. The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and the provisions of this section K.

Where the University is in serious breach of the Student Contract and has not been able to put things right for the student within a reasonable time the student may be entitled to receive a proportionate refund, even if the student does not decide they want to end the Student Contract. We will follow our complaints process.

73. Depending on the circumstances, a student may also be entitled to receive other redress (including if relevant and appropriate, financial compensation from the University).
74. Where a fee refund is due automatically as specified in paragraph 70, or where agreed by the University in all other circumstances, it will be made payable to the individual or organisation that originally paid the fees, unless otherwise agreed by the University in writing, within 14 days of the refund being approved by the University and receipt by the University of all information required to process the refund (whichever is later). For example:
- a) where a student's fees are paid by the SLC, as part of a tuition fee loan or grant, any refund will be made to the SLC;
  - b) where a student's fees are paid by the student, any refund will be made to their verified bank account; and
  - c) if a student's fees are paid by their employer or another third party, any refund will be made to the verified bank account of the employer or third party that originally paid the fees.
75. The University reserves the right to offset any fee (or deposit) refund against any outstanding debts properly due and owing to the University under the relevant Student Contract, where the due date for payment has passed and the outstanding debt has not been paid in full by the student, or third party sponsor (as the case may be) (including without limitation accommodation fees). The University will notify the student, or third party sponsor (as the case may be) should it exercise its rights under this paragraph 75 before any deduction.

#### *Early withdrawals within first fourteen days of the start of the course*

76. Where a student withdraws from their course during the first fourteen days (starting from the official start date of the relevant course) of the first year of study the University will refund any sums already paid by the student (subject to the University retaining an amount to cover its reasonable losses and costs as a result of the student withdrawing, including any deposit paid), and the student will have no further liability to the University for any future fees. Further information in relation to such withdrawals is provided as follows:
- a) This right is being given to reflect the legal right that students have to cancel their contract within 14 days of the contract taking effect (i.e. from acceptance). The University has agreed to extend this legal right to a period ending 14 days after the official start date of the relevant course. This means that this right will only apply to students starting a new course (under a

brand new Student Contract with us), and so students starting the second or any subsequent year of a course are not covered by this Policy.

- b) Direct entrants to the second or third year of a course are included, as are students starting a top-up BA course.
- c) This applies to all categories of student: Home, EU and Overseas.
- d) The 14 day period starts on the official start date of the course and not from the date of enrolment.
- e) However, where a student joins a course after the official course start date, and where we have agreed with the student that they may do so, the 14 day period starts from the agreed start date.
- f) Where the first week of a course includes a “Freshers’ Festival” or similar activity then this week is included in the 14 day period covered by this Policy.
- g) This Policy only covers students who start their course and then withdraws. The provisions of the Student Contract will apply to any other instances where the Student Contract may be ended by either the Student or by the University.

*Withdrawal after fourteen days of course start date*

77. If a student wishes to withdraw after the relevant 14 day period described in paragraph 76, they may be liable for up to the full year’s fee, except in the specified circumstances as set out below:

- a) Where a student with an undergraduate SLC tuition fee loan withdraws from their course, the University will only receive the relevant proportion of the SLC fee loan triggered by the student’s attendance on the specified census date(s). For example the University will only receive the Spring term fees payment if the student is continuing to attend during that term. The fee liability of an undergraduate SLC-sponsored student who withdraws from their course will therefore be restricted to the amount of fee payable by the SLC, and the student will not be liable to pay the balance of the tuition fee not met by the SLC. This applies equally to FE students taking out an FE SLC tuition fee loan. Please see paragraph 78 below for details of the liabilities for students taking a postgraduate loan (taught or research).
- b) Where an Overseas Student is prevented from continuing on a course due to refusal of their visa application. In these circumstances the tuition fees paid by the student (including deposit) for the relevant academic year are refunded in full, irrespective of the amount of time already spent on the course by the student. Evidence of the visa refusal must be provided and the refund request must be signed off by the Deputy Head of University Admissions (International) or another authorised member of the International Admissions team.
- c) Where a student is prevented from continuing on a course due to medical or other exceptional reasons outside their reasonable control. Any such refund request must be supported by such evidence as may be reasonably requested by the University, and the University will have discretion to decide each case based on the individual circumstances.
- d) Where a curriculum-related student complaint against the University has been upheld, then the relevant Dean must endorse and submit a refund request to the University Secretary and Registrar for consideration.
- e) In the unfortunate event of the death of a current student there is an entitlement to a full refund of any tuition fees paid by the student for the academic year in question. The normal requirement to produce evidence will be waived where it would be inappropriate in

the University's reasonable opinion.

- f) Where a student withdraws from a course at a recognised exit point (for example an MA student leaves the course at the PgCert stage) then their fee liability will be restricted to the relevant proportion of the overall tuition fee. Where this results in an overpayment on the part of the student then a refund of that overpayment will be payable to the student. Any refund of fees to a research student who withdraws from their course is also covered by this paragraph.
78. The 'SLC loan exception' (paragraph 77a above) also covers a situation where a student can demonstrate that they have applied for SLC fees support but not yet received it. Provided the student can produce evidence to show that they have *applied* for SLC support in a timely manner then, subject to paragraph 81 they can be treated in the same way as those whose fees are being paid by SLC. In these situations, even if the student withdraws from the course before any payment of fees could be made, they would not become personally liable for the payment of any fees if they withdraw from their course provided they can show that they had applied to the SLC for fees support.
79. Application for SLC support does not automatically exempt a student from fees liability where that application would be expected to be unsuccessful, for example in the case of an Overseas or ELQ student.
80. Where a student's fees are being paid partly through a SLC loan and partly through up front payment then only the element of the fees paid through a SLC loan will be covered by paragraph 77a above.
81. Paragraph 77a above also applies to Home or EU FE students who are entitled to take out a SLC tuition fee loan ('Advanced Learner Loan') which would potentially cover their tuition fees.
82. Anyone not covered by these exceptions (for example continuing students paying their own fees or sponsored students covered in paragraph 48) will continue to be liable for up to the full fee if they withdraw from their course after this period. The provisions of section K will apply. Where a taught or research postgraduate student takes out an SLC loan to assist in covering the costs of their course they may choose to use some or all of that loan to contribute towards the tuition fees which are payable to the University. However where such a student withdraws from their course they will also continue to be liable for up to the full fee if they withdraw from their course as provided for in section K.
83. For the avoidance of doubt, the level of any refund will be determined at the time the student withdraws, and the University will inform the student at that time what proportionate refund (if any) will be payable. The University will be entitled to retain sums, or request an additional payment from the student, to reflect the unavoidable losses suffered by the University as a result of the specific withdrawal, which will depend on the relevant circumstances.

#### *Referrals/re-sits and repeated study*

84. Where a student is referred by an exam board and given more time to resubmit their work without needing to attend classes or receive further tuition there is no separate tuition fee payable. However where a student needs to re-sit all or part of a course then the relevant fee needs to be paid. This is calculated on the basis of the academic credit value of the repeated study in relation to the full academic year as set out in paragraph 69 above. Where an FE student

repeats a period of study the awarding body registration fee does not normally have to be paid again.

85. The fee rate used for this calculation is subject to the relevant fee payable at the time of the relevant referral or re-sit or repeated study (taking account any permitted inflationary adjustment).
86. Where a student's tuition fee is calculated on a 'pro rata' basis this is normally calculated on the basis of academic credit as a proportion of the total credit value of the relevant course year. For example an undergraduate student repeating a 20 credit course unit would pay one sixth (20/120) of the annual tuition fee. However if it is agreed that a student would repeat two terms of a course, for example, then the pro rata calculation would be based on the number of terms attended, i.e. 2/3 of the annual tuition fee.

#### *Time Out from studies (full/partial year out)*

87. There may be circumstances in which a student may request a full or partial year out from their studies. Where such a request receives academic approval then provided there is no repeated study the tuition fee originally paid will be held over to cover the delayed period of study. Any inflationary adjustment to the standard fee due for the delayed year of study will need to be paid, and will be notified to/confirmed with the student at the time any time out from their studies is agreed.
88. There is no automatic entitlement to a refund of any tuition fees paid in respect of a part of the course provided which is covered by the time out from studies but the student can request a refund of the element of the fee already paid which covers the period of their time out from studies. This should be done through submitting a request to the local Fees Manager. A proportionate refund may be agreed on the basis of any terms for which no attendance has been made. Any outstanding fees would need to be paid in full (including any relevant inflationary adjustment as permitted under the Student Contract) before the student can resume their studies.
89. Where any repeated study is involved when a student returns from a full or partial year out then the relevant fee (pro rata to the current fee) will be payable, and details of the fees payable will be documented in writing. Where there has been a significant change to the tuition fee used for the pro rata fee calculation, compared to the fee originally paid by the student before their time out, then the original tuition fee adjusted by the agreed annual inflation factor will be used for the fee calculation.

#### *Transfer to another UAL course*

90. Where a student transfers mid-year to a different course within the University then the fee paid will be apportioned between the relevant schools/colleges. Where the rate of fee for both courses is the same then no further fee is payable by the student. Where the rate of fee for the two courses is different, then a pro rata calculation will be carried out for each period of study and the student either required to pay the balance due, or refunded, as appropriate. The same will apply where a student changes their mode of study (i.e. where a full-time student moves to the part-time version of the same course). For the avoidance of doubt, the University will notify the student of the relevant fees at the time that a transfer request is made.

91. The same principle applies where a student moves to another course at the University but does not join at the same point (for example leaves mid-course and then starts a new course at the beginning). Any tuition fee paid for the former course will be apportioned on the basis of actual study undertaken, and any remaining funds can be carried forward to contribute towards the fees for the new course. The relevant fees will be notified to the student at the time the transfer request is made.
92. Where a student takes time out from a course (partial or full year out) and then decides to request a transfer to a different UAL course then the position is the same as in paragraphs 90 and 91 above. However this only applies where it has already been agreed that the student may take time out from their course. Where a student withdraws from a course and then applies to join a different UAL course the fee liability for the first course is the same as with any other student withdrawal, and a new Student Contract would need to be entered into, with the then current fees and charges being applied.

#### *Transfer to a course at another institution*

93. Where a student transfers mid-year to a course at a different institution then that institution may request that an appropriate proportion of the fees is transferred to them to cover tuition for the remainder of the academic year. Such a request will be agreed to where the 'receiving institution' undertakes to reciprocate in future where necessary. Any student in this situation should consult their local Fees Manager in the first instance. Whether any refund is payable to the student in these circumstances will depend on the reason why the student is seeking to transfer to a new institution. For example, where the transfer is taking place because the University is in breach of the Student Contract, then the student may have additional rights of redress against the University in line with our Refund and Compensation Policy.
94. Where the transferring student has taken out an SLC loan to cover their tuition fees then the fees will continue to be paid to the institution where the student is studying on each specified termly 'census date'. Fee income will not be apportioned between institutions in these circumstances. Any student in this situation is advised to contact the University's Student Funding team who will ensure that the SLC is aware of the position.

## L. LATE JOINERS, DEFERRALS AND ALTERNATIVE TERM DELIVERY DATES

### *Joining a course after the start*

95. There is no automatic entitlement to a reduction in the fee due where a student joins a course later in the relevant term. However in the unlikely event of a student joining a course a full term after the start of the course (for example joining an autumn term start course in the following January) then they would not be charged a tuition fee for any term during which they had not yet started their attendance on the course.

### *Deferred applications*

96. Where it is agreed that an applicant may defer their application until the following academic year then the tuition fee payable will be that relating to the year of enrolment and not the year of the original application, unless otherwise agreed. The only exception to this is where the deferral has been instigated by the University, for whatever reason, in which case the applicant may request

that the fees payable will be at the rate prevailing in the year of their initial application (adjusted for inflation).

#### *Courses spanning more than one academic year*

97. Where a course spans two sessions (e.g. running from January to December), annual fees should be charged based on the fee for the session in which the student enrolls, e.g. a full-time postgraduate student who enrolls on a one-year course in January 2022 would be charged for the course ending December 2022 at the 2021-22 rate.

### M. ERASMUS AND OTHER EXCHANGE STUDENTS

98. Erasmus exchange programmes are expected to be affected by the UK's departure from the EU and at the time of publication of this policy the final arrangements for 2021-22 have not yet been finalised. Information contained in the following paragraphs is for guidance only and assumes that the 2020-21 Erasmus arrangements continue in 2021-22. Further information will be published on the University's website when available, and someone will be in touch with you if this is applicable to your studies.
99. Students on 'incoming' Erasmus exchange programmes (Home, EU or overseas) are not charged a tuition fee. The same applies to incoming students on non-Erasmus exchange programmes, unless the relevant exchange agreement says otherwise.
100. Home Students on "full year" outgoing Erasmus or non-Erasmus exchange programmes in academic year 2021-22 are charged a tuition fee (£1,385 for 2019-20 or 2020-21 entrants) and subject to the inflationary adjustment arrangements referred to in section A paragraphs 20 – 23. Students on any other outgoing Erasmus and non-Erasmus exchange programmes are treated as standard students and therefore normally charged the full fee for the course.
101. For purposes of Erasmus or non-Erasmus exchange programmes a "full year" is currently defined as a year in which the aggregate of any one or more periods of full-time study at the University is less than 10 weeks. The administrative arrangements for these schemes are complex and further advice should be sought from local Fees Managers or College staff where necessary.

### N. STUDENT LIABILITIES AND NON-PAYMENT OF FEES

102. In order to progress or complete their University education, students must meet all obligations associated with the University, College and course in full. The obligations associated with the University, the College and the course include the payment of all fees related to the course.
103. A student with outstanding tuition fee liabilities may have access to the University's learning resources and IT facilities removed and be excluded from learning activities until payment or explicit agreement has been effected. Where a student does not pay their outstanding tuition fee liabilities to the University within a reasonable time and has followed its relevant debt collection policy, the University reserves the right to terminate the Student Contract and the consequences listed in the Student Contract shall apply in such circumstances, such as being prevented from attending graduation etc. Having an outstanding tuition fee liability may affect a student's ability to progress to the next year of their course or to receive their certificate or transcript.

## O. EXCEPTIONAL FEE PAYMENT ARRANGEMENTS

104. Any student experiencing financial difficulties during the course of the academic year should consult the Student Advice Service in the first instance. Where this leads to a request for exceptional fee payment arrangements this should be discussed with their local Fees Manager. Where supported by the College, exceptional fee payment requests are submitted to the University's Fee Policy Group.

### *Political difficulties affecting payment of fees*

105. There may be some students who encounter difficulty with the payment of their fees through political or other reasons beyond their control. This could for example potentially apply to students from Ukraine or Syria. Any student in such a situation should discuss their case with their local Fees Manager.

## P. COMPLAINTS AND APPEALS

106. The offer letter explicitly informs applicants that acceptance of their offer is acceptance of their fee status. Where an applicant who has not yet accepted their offer is dissatisfied with their fee assessment (i.e. Home, EU, Islands or Overseas) they can request a full fee assessment be conducted by the University Admissions Service. If this has already taken place and they wish to challenge the outcome, they should contact the Head of Admissions in the University's Academic Registry.

An applicant who has accepted their offer or an enrolled student is only able to challenge their fee assessment under one of the limited grounds permissible for a change of fee status during the course of study. These include (but are not limited to) being granted refugee status.

107. Where a student or applicant is dissatisfied with their level of fee they have been asked to pay, or wishes to make a complaint about a fee-related matter, they should raise the matter with their local Fees Manager or the Admissions team in the first instance. If dissatisfied with the outcome the student should invoke the University's complaints and appeals procedure, which is set out on the University's website <https://www.arts.ac.uk/study-at-ual/academic-regulations/complaints-and-appeals/making-a-student-complaint>. An applicant may should follow the Admissions, Complaints and Appeals policy available at <https://www.arts.ac.uk/study-at-ual/apply/admissions-complaints-and-appeals%20>.
108. Where a student or applicant wishes to appeal against a decision that has been referred for determination by the Fees Policy Group they should seek advice from their local Fees Manager or the Admissions team who would explain the grounds for appeal and the process. The grounds for allowing an appeal are extenuating circumstances or material irregularity. The appeal would go to the Dean of Students for consideration and determination and the student would be notified of the outcome with reasons within 14 days of the submission of the appeal.