

# LAINÉ

THEATRE ARTS

## **Policies**

Tuition Fee Refund and Compensation Policy

# TUITION FEE REFUND AND COMPENSATION POLICY

## TUITION FEE PRINCIPLES

1. Laine Theatre Arts ('the College') sets and charges fees for its higher education programmes of study. Details of tuition fees are published on the College's website. Full-time course tuition fees are charged at a set rate which may be subject to annual change.
2. Students pay the fee regime in force at their initial enrolment on the course, subject only to annual increases. This commitment will hold good for the normal course length plus two years. After this time has lapsed, if for any reason students have not completed their course, including periods of interruption, students will be charged the new fee regime.

## DEPOSITS

3. All applicants are required to pay a non-refundable deposit of £200.00 on acceptance of an offer to train at the College.

## TUITION FEES

4. All costs incurred in the selected course of training and education provided by the College for the student, including the provision of any necessary training materials and as may otherwise be outlined in the Schedule of Fees, shall be met by the tuition fees unless otherwise notified by the College.
5. Any extra-curricular activities (including trips and visits) shall be deemed to be supplemental to items met by the fees and charged for accordingly. In addition (and by way of further example), all external examination charges shall be charged as supplemental to the fees. These supplemental charges

shall become due and owing to the College as a debt following [notification of them] to the student.

6. All those who sign the College's Acceptance Form are liable for the whole of the fees due and any and all supplemental charges.
  - 6.1. All who have signed the Acceptance Form shall remain liable to the College for the whole of the fees and supplemental charges due UNLESS AND UNTIL the College has expressly agreed in writing with each and every person who has signed the Acceptance Form to look exclusively to any other named person for payment of the fees and/or any supplemental charges (or any part of them).
  - 6.2. A parent who signs the Acceptance Form may withdraw from the contract with the College by submitting a term's notice in writing ON CONDITION THAT they have obtained the prior written consent of the College and those other persons who sign the Acceptance Form.
  - 6.3. Where the student alone signs the Acceptance Form, the student is wholly liable for the whole of the fees due and any and all supplemental charges.
  - 6.4. If the student has been awarded a scholarship, bursary or government-funded award, any liability will be for the amount of fees due after taking account of that award. A College scholarship or bursary award may be withdrawn in accordance with (or by reference to) the terms upon which the award is made and/or if, in the reasonable opinion of the Principal, the student's attendance, progress or behaviour no longer merits the continuation of the award, but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. If within fourteen (14) days following the notification of the withdrawal of a scholarship or bursary

notice is given by those who sign the Acceptance Form of the student's withdrawal from the College, no fees in lieu of notice will be payable.

7. Each term's fees accrue separately and an invoice for each term's fees will be sent to those persons who sign the Acceptance Form (or such other person(s) the College may have agreed separately shall pay the fees before the start of the term to which the invoice relates. The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates.
8. The College may in its exclusive discretion agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the College so agrees in relation to any term's fees, then the College and those liable for those fees will agree separately in writing the amount of each term's fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. In such circumstances and in any event, the agreed amount for each term is to be paid [by direct debit] in not more than four (4) instalments within a period that does not exceed twelve (12) months beginning with the date of the relevant invoice. The College shall issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's fees.
9. Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to those persons who sign the Acceptance Form before the start of the subsequent term. All such supplemental charges must be paid in full by direct bank transfer on or before the first day of that subsequent term.
10. Dependent on the circumstances of each case, the College reserves the right to refuse to allow the student to attend the College or to withhold any references while fees and/or supplemental charges remain unpaid or in the event that there is a persistent default in relation to the payment of fees and/or

supplemental charges. In advance of applying this sanction, the College will, however, discuss all of the circumstances in relation to the non-payment of any of the fees and/or supplemental charges with the person(s) who signed the Acceptance Form in order to determine the causes of such non-payment and what is fair and appropriate in each case.

11. The College may make an interest charge of three [3] per cent per annum above the base rate for the time being of the College bank on any late payments. Unless otherwise notified in writing, this interest shall accrue on a daily basis from the due date until the date of payment in full of the overdue amount, whether before or after judgment. The interest must be paid together with the overdue amount.
12. If the College reasonably and properly incurs any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment were made in the College's favour) in recovering or attempting to recover fees or any supplemental charges that have not been paid in accordance with the terms of this contract, then those persons who signed the Acceptance Form shall be responsible for paying such costs in addition to the fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).
13. The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the College considers reasonable. Notice of an increase in the fees will be sent to those persons who sign the Acceptance Form at least 2 weeks prior to the end of the term preceding that in which the increase is to take effect.
14. Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. If the student takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.

## **WITHDRAWALS AND REFUNDS**

15. Withdrawal from the College (other than at the normal leaving date) requires those persons who sign the Acceptance Form either to give a term's notice to that effect or pay to the College a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. The appropriate sum in lieu of notice will become due and owing to the College as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
  
16. The College's affairs are organised on a termly basis and it is not possible to reduce the amount of fees or supplemental charges due or to obtain a refund of fees or supplemental charges by withdrawal of the student from the College or by the student ceasing to participate in an activity part-way through a term.

## **SUSPENSION, EXCLUSION AND REQUIRED REMOVAL**

17. The Principal may in his or her absolute discretion suspend or, in serious or persistent cases, expel a student from the College if the Principal reasonably considers that the student's attendance, behaviour or progress (including behaviour or conduct outside the College) is unsatisfactory and the suspension or exclusion is in the College's best interests or those of the student or other students.
  
18. Where parents sign the Acceptance Form, the Principal may in his or her discretion require the student to be removed from the College if the Principal reasonably considers that the parents' behaviour or conduct (or the behaviour or conduct of one parent) is unreasonable; and/or adversely affects (or is likely to adversely affect) the student's or other students' progress at the College, or the well-being of staff and/or brings (or is likely to bring) the College into disrepute and/or is not in accordance with parents' obligations under this contract.

- 18.1. Should the Principal exercise his or her right under either 14 or 15 above there will be no entitlement to any refund or remission of fees or supplemental charges due (whether paid or payable).
  - 18.2. Where the student is expelled from the College under 14 above, the Reservation Fee will be forfeited but fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded.
  - 18.3. Where the student is required to be removed from the College under 15 above fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the Reservation Fee held by the College) will be refunded.
19. When there is a change of circumstance (listed below), and a student is unable to START A COURSE, full refunds of tuition fees paid in advance will automatically be issued to the original payer, within 14 working days of cancellation under the following circumstances:
- 19.1. The College retracts the student's offer for any reason.
  - 19.2. The student is unable to travel due to a pandemic such as COVID-19 or related events. However, where a student registers fully on the course and undertakes remote learning, they will be charged as if they were attending the course in person.
  - 19.3. Extenuating circumstances not covered elsewhere (e.g. medical issues) mean a student is unable to take up a place on a course. In such cases further evidence may be required at the College's discretion.

- 19.4. Should the student wish to defer to a later start date, the College may, at its discretion, hold the full deposit until such time as the student starts the course.

## **REPEATING A TERM OR A YEAR**

20. All students registering for a period of repeat training are liable to pay a tuition fee based on the length of training being repeated, e.g. the number of terms or years. The standard tuition fee for the year of training for which the student has enrolled will apply.

## **PAYMENTS**

21. The College collects tuition fees in accordance with its annual fee schedule. Tuition fees are due at the start of each College year (or the start of each registration period). The College accepts the range of payment methods outlined below:
- a. Online via bank transfer
  - b. Instalment payments via Recurring Credit/Debit card or by Direct Debit.
22. The College allows students to pay fees as follows at its exclusive direction in 4 instalments with the first instalment due prior to registration, and 3 further instalments prior to the start of each term (The dates and details of how to make instalment payments are published on the 'Fees 'section of the College website.) If a student wishes to pay a balance by Direct Debit instalment or recurring card payment, they will be required to complete the instalment instruction prior to registration. Any queries regarding these arrangements should be directed to Christine Wong, Finance Director, at ChristineWong@laine-theatre-arts.co.uk.
23. The College reserves the right to refuse or reject any financial transaction where the payment origin cannot be identified or confirmed.

24. All refunds will be made wherever possible, using the original method of payment. Card payments will be refunded to the original card, bank transfers will be refunded to the account that was originally debited.

## **SCHOLARSHIPS**

25. Full details of scholarships both DaDA and Laine Theatre Arts scholarships can be found on the 'Fees' section of the website.

## **INTERRUPTION AND TRANSFER**

26. Under exceptional circumstances students can interrupt their studies with the agreement of the Principal. The College will recalculate students' tuition fees if they interrupt their programme of studies, based on the fee regime in place at the time of the resumption of training.

27. Where an interrupted student is liable for the tuition fee, or part thereof, any refund due of any balance of fees paid by the student in excess of the reduced fee will be carried forward and credited to the next registration period. Where the sponsor is liable for the tuition fee, or part thereof, any credit due will be held on the sponsor account. The adjusting invoice and credit note will be sent to the sponsor to claim against future payments to the College. In the event that no further business is due or if a sponsor advises of administrative issues that will prevent them from using the credit note, refunds will be made on request.

28. If the student or sponsor element of the fee is greater than the fee that has been paid at the point of interruption, the student or sponsor will be liable for immediate payment of the outstanding amount.

29. Where an interrupted student returns to training a new Acceptance Form is required for the fee due at the point of resumption.

30. For students transferring to another institution, tuition fees will be administered as a withdrawal as set out above.

## **SHORT TERM DISRUPTION TO STUDY**

31. In the event that the College is not able to deliver your course in the short term due to circumstances outside the College's reasonable control, we will contact you as soon as is reasonably practicable to let you know and to advise you of the action we will take to minimise the impact of the delay on the delivery of your course and preserve continuation of study.
32. In circumstances where it is not possible for the College to preserve continuation of study in the short term at the College's campus in Epsom, but you are able to continue your studies with the College at an alternative location, you may be eligible for compensation for any additional travel and/or temporary relocation costs incurred. We will provide you with information regarding how to apply to the College for compensation in these circumstances.
33. If there is a delay in excess of 6 weeks in the delivery of your course, you may terminate your contract and receive a refund for any tuition fees paid directly by the student to the College, paid through a tuition fee loan from the Student Loans Company, or paid directly to the College by a sponsor, for any part of the course we have not delivered. You may also be eligible for compensation for maintenance costs and lost time. We will provide you with information regarding how to apply to the College compensation in these circumstances.

## **LONG TERM DISRUPTION TO STUDY**

34. If it is not possible to preserve continuation of study in the long term due to circumstances outside the College's reasonable control, we will contact you as soon as is reasonably practicable to advise you of what action we will take under our published Student Protection Plan to support you in securing an alternative way to continue your studies either on another course offered by the College for which you are qualified, or at another higher education provider.

35. In circumstances where it is not possible for the College to preserve continuation of study, you will be eligible for a refund of any tuition fees paid for the remainder of the academic year, including tuition fees paid directly by the student to the College, paid through a tuition fee loan by the Student Loans Company, or paid directly to the College by a sponsor.
36. In circumstances where it is not possible for the College to preserve continuation of study at the College's campus in Epsom, but you are able to continue your studies either with the College at an alternative location or by transferring to another higher education provider, you may be eligible for compensation for any additional travel and/or relocation costs incurred. We will provide you with information regarding how to apply to the College for compensation in these circumstances.
37. You may also be eligible for compensation for maintenance costs and lost time if you are not able to secure a place on an alternative course in order to continue your studies. We will provide you with information regarding how to apply to the College for compensation in these circumstances.
38. If you are in receipt of a Laine Theatre Arts student scholarship, in the event of it not being possible to preserve continuation of study due to circumstances beyond the College's reasonable control, the College will pay you any outstanding amount of your scholarship up to the end of the level of study on which you enrolled at the point of the cancellation of the course.

## **FEE APPEALS**

39. As a rule, individual officers of the College are not permitted to vary or waive fees. When extenuating circumstances warrant an investigation into the amount of fee charged according to the current fee policy, a student should submit an appeal by email to the Executive Director [harryhughes@laine-theatre-arts.co.uk](mailto:harryhughes@laine-theatre-arts.co.uk). The appeal should include any supporting documentation and the email subject heading should be clearly marked FEE APPEAL. The appeal will be acknowledged and considered within 20 working days of

receipt under normal circumstances. An investigation will be performed to collate information from all interested parties and will be considered by an impartial panel. Recommendations to uphold or reject the appeal will be made by the panel and confirmed in writing.

40. In exceptional circumstances an appeal will be accepted from a third party, if the student is unable to submit the request themselves.

**Further details regarding any information contained in this Policy can be obtained by contacting the Finance Director [ChristineWong@laine-theatre-arts.co.uk](mailto:ChristineWong@laine-theatre-arts.co.uk)**

## KEY DATA

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