



Birmingham City University International College
CPR M4: Payment and Refund of Student Fees
Version 1.14

1. Introduction

This document sets out the Navitas policy and procedure for the payment and refund of student fees for new students and for current students. There is a set of terms for each group and each student, whether new or current, must read and sign the terms before making payment. Each College will provide the necessary details in each set of terms contained within this document.

2. All Students

Payment and refund terms are given in Appendix A.

Appendix A – Payment and Refund terms for All Students

Payment and refund terms for students

This payment and refund policy applies to all students.

1.0 Payment methods

1.1 The following applies for all fees and other charges including Programme Fee Deposit, programme fees, student accommodation fees and Navinsure payments. Payment of the amount, along with any transaction costs due, should be made in £, pounds sterling, to BCUIIC by:

- telegraphic transfer;
- UK bank debit card;
- non-UK bank debit card (3% surcharge will apply); or
- credit card (3% surcharge will apply)

The payment should reference (a) the student's name, and (b) the student's BCUIIC student ID number as reference for payment, and provide BCUIIC with proof of payment.

1.2 BCUIIC bank details are as follows:

Bank name: Citibank London

Address: Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB United Kingdom

Account name: Birmingham City International College Ltd

Account Address: Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom

Bank Account number: 13130177

Bank Sort Code: 18-50-08

IBAN Number: GB03CITI 18500813130177

SWIFT Code: CITIGB2L (Citibank London)

1.3 BCUIIC online payments page is as follows student.globalpay.wu.com/geo-buyer/bcuic

2.0 Financial Conditions: Application Stage

2.1 All applicants must have satisfied BCUIIC that they have acceptable sources of funding for the duration of the pathway. See the Student Visa Information on the website, bcuic.navitas.com for a list of documents that are acceptable. This information is also attached to the Acceptance of Offer Form and Provisional CAS Statement.

2.2 All fees, charges and accounts will be payable in advance as determined by BCUIIC. All applicants are required to make advance payments inclusive of:

- the Programme Fee Deposit — as specified on your Acceptance of Offer Form with deposits taken as payment towards the full amount
- any pre-booked student accommodation as made on your behalf by the BCUIIC. This payment will be part of the full amount (the full account must be paid prior to a student arriving in the UK);

- If selected, the NavInsure Policy fee

In some instances, BCUIIC may request an additional advance payment for specific pathways of study or where additional administrative charges may be required.

2.3 No applicant will be issued with a CAS Statement until all requirements in paras. 2.1 and 2.2 have been met.

2.4 No applicant will be permitted to enrol on a pathway of study until all required advance payments are made in full by the required due date or, in the case of sponsored students, written confirmation of sponsorship is provided. Required payments must be made prior to the commencement of the semester of enrolment, inclusive of fees, charges and other amounts.

2.5 BCUIIC admission process is subject to the Consumer Protection (Distance Selling) Regulations 2000. Once an applicant's written acceptance has been received by BCUIIC you have the right to cancel your acceptance by informing BCUIIC in writing within 14 days. If an applicant cancels within this period you are entitled to a full refund, subject to a 3% surcharge for those applicants who paid originally by credit card or non UK bank debit card. Note that if during this period you become an enrolled student at BCUIIC then any refund would be as detailed under section 4.2 and 4.3.

2.6 Deferral of entry for applicants will not normally be permitted once a CAS statement has been issued by BCUIIC / Birmingham City University. However, there will be exceptional circumstances under which College management may grant a deferral of up to one semester; where a CAS number has been applied for or a CAS Statement issued by [BCUIIC/Birmingham City University on behalf of an applicant and he/she has gained a student visa on this basis prior to deferral of entry, and where an applicant can provide binding evidence that:

- they are not in the UK; and
- the request/reason for deferral is fully supported by documentary evidence; and
- the student's end date as noted on the original CAS remains the same.

In cases of deferred entry, all advance payments made to date will be held by BCUIIC and rolled forward to the deferred enrolment date. Also see paras. 4.2.6.

2.7 Fees are correct as at the time of printing. BCUIIC reserves the right to vary its fees at any time, with all fees subject to an annual review in January of each year to take into account market trends at that time.

2.8 All claims for a refund, must be submitted within 3 months of the intended course start date. Failure to make a claim within this time period may invalidate your claim.

3.0 Financial conditions: Enrolment

3.1 No student will be permitted to enrol on a semester of study until all required advance payments (programme fee for a semester of study) are made in full by the required due date, to be communicated by BCUIIC in advance and be published on its website. or in the case of sponsored students written confirmation of sponsorship is provided.

3.2 Once a student has registered for a given semester, all programme fees paid for that semester of study are no longer eligible for refund from BCUIIC.

3.3 Any payments, not made by the required due date, will incur a late payment penalty of £200 and will accrue a further penalty of £50 per week (or part week), until the full amount owing has been paid. The late payment fee will not exceed £300.

3.4 Where a current student is required to complete a stage of study that incurs less than a 100% load for the final semester, the student will pay the per module fee for the semester in which the module is to be completed and for each module undertaken. The standard minimum load in any semester is 100% and any reduction must be approved by the BCUIC Learning and Teaching Board.

3.5 If it is necessary for an enrolled student to retake a module, then the student will pay the per module fee for the semester in which the module is retaken.

3.6 If college management approves a re-sit assessment an administration fee of £200 will be charged to the student. Additional tuition hours if required can be provided and will be invoiced at an additional cost. Re-sits and retakes will be considered in accordance with the current Immigration Rules and Policy Guidance documents.

Students are required to have registered for each semester by 9.00 am on the Monday of teaching week 1.

3.8 Students who register late will incur an automatic 'late registration penalty' of £200. This will increment to £300 if they are not registered by 5.00pm on the Friday of teaching week 2. Where a student fails to register by this date then paragraph 3.2.6 will be enforced. Exception to these penalties will be where College management has granted advance permission to student for late enrolment.

4.0 Financial conditions and refunds

The following applies to all payments including Programme Fee Deposit, programme fees, student accommodation fees, and other charges including Navinsure payments.

4.1 Conditions:

4.1.1 Anti-money laundering rules in the UK require that any payment made to and confirmed as received by BCUIC will only ever be refunded to the person who made the original payment in the source country from where the payment originated, except in the case of 4.1.3 below.

4.1.2 Where an accommodation reservation deposit has been paid to the College which is then transferred to a third party (provider of actual accommodation) with the approval of the student or parent/legal guardian, the deposit is then subject to the terms and conditions for refund of the third party and the College has no further liability or responsibility for any refund.

4.1.3 Any small refunds of amounts up to £250 may be paid into a student's UK bank account where that student is still studying at BCUIC or the Partner University. In the case of accommodation damage deposits (where the college holds a deposit for the duration of the occupation of accommodation) this can be refunded to a student's UK bank account. Any accommodation booking fee paid to BCUIC but where BCUIC does not provide the accommodation, can be transferred to either the landlord with no administration fee, or may be held on a student's account against future tuition fees.

4.1.4 BCUIC reserves the right to return to source any excess payment, consisting of more than three semesters' advanced payments, including tuition and/or student accommodation fees, as a preventative

measure to avoid any excessive money transfer into and within the UK. Such refunds will be subject to an administrative fee of £250.

4.1.5 BCUIC accepts no responsibility for any miscommunication that may arise where inaccurate applicant contact details are provided or where details are out of date. It is the student's (or parent/guardian's if the student is under 18 years of age) responsibility, to provide and confirm correct contact details for communication purposes.

4.1.6 BCUIC reserves the right to correct any clerical details or omissions.

4.1.7 BCUIC accepts no responsibility for any loss or damage, including without limitation, direct or consequential loss or damage or any loss or damages whatsoever arising from the terms and conditions of payments and refunds.

4.1.8 In the event of BCUIC or Birmingham City University losing its ability to sponsor international students the liability of BCUIC, in this scenario, is excluded and limited to the refund (without charge) of any amounts already paid to it.

4.1.9 All payments are subject to the following conditions:

- the payee is authorised to use the payment method used;
- a payment must be confirmed as having reached the BCUIC Citi bank account for it to be deemed as a payment; and
- where a card provider declines or refuses a payment or where incorrect details have been provided by the payee and a payment does not reach the BCUIC Citi bank account, BCUIC has no obligation to notify the payee or applicant and accepts no liability for any losses.

4.2 International applicants, new students

4.2.1 In the event of suspected fraudulent activity by the applicant including the use of documents that are fraudulent or deemed to be purposefully misleading in content, and or where the applicant is refused a CAS on the suspicion of fraudulent documents the applicant is entitled to claim a refund of any monies paid, however BCUIC reserves the right to charge an administrative fee and calculated loss to cover any costs it has incurred, detailed as follows:

- Refund claimed greater than 4 weeks prior to enrolment date — full refund less administration charge of £250.
- Refund claimed between 2 to 4 weeks prior to enrolment date — refund of 50% of amounts paid, less administration charge of £250.
- Where the fraud has come to light between 2 weeks prior to, or any time after the enrolment date — nil refund of amounts paid.

4.2.2 Where an applicant accepts an Unconditional Offer of a place at BCUIC by completing the Acceptance of Offer Form and making the required payment (inclusive of the Programme Fee Deposit) to BCUIC, but:

- he/she is not verified through the acceptance/verification process by BCUIC;
- he/she formally withdraws and informs the BCUIC Admission Office of their decision prior to or at the time of receiving a Provisional CAS Statement; or
- no CAS number has been applied for or a CAS Statement issued by BCUIC/ Birmingham City University on behalf of the applicant; then

a refund of advanced payment on programme fees, inclusive of any student accommodation fees paid, can be made. A full refund of payments made pertaining to the programme of study and confirmed as received by

BCUIC, will only be made, subject to para 4.2.8, to the person making the original payment in source country of the payment and will be subject to a £250 administrative charge.

4.2.3 Where a CAS number has been applied for or a CAS Statement issued by BCUIC / Birmingham City University on behalf of an applicant and the applicant fails to gain a student visa; then a refund of advanced payment on programme fees, inclusive of any student accommodation fees paid, can only be applied where an applicant has provided the following binding evidence:

- evidence that the visa application was made within time and valid application conditions; and

where information submitted by the applicant or agent is not suspected of being fraudulent or deemed as purposefully misleading, see para. 4.2.1. A full refund of payments made pertaining to the programme of study and confirmed as received by BCUIC, will only be made, subject to para 4.2.8, to the person making the original payment in source country of the payment and will be subject to a £250 administrative charge.

4.2.4 BCUIC reserves the right not to offer a programme of study/module previously made available at its own discretion. Where an applicant is unable to enrol in a similar pathway of study at BCUIC due to cancellation by BCUIC, then a refund of the advanced payment on programme and student accommodation fees can only be applied where an applicant has provided evidence that:

- he/she is no longer in the UK and that his/ her student visa has been cancelled; or
- he/she has moved to and been accepted to another Tier 4 licensed educational establishment.

A full refund of payments made pertaining to the original pathway of study and confirmed as received by BCUIC, will only be made, subject to para 4.2.8, to the person making the original payment in source country of the payment.

4.2.5 Where a CAS number has been applied for or a CAS Statement issued by BCUIC / Birmingham City University on behalf of an applicant and he/she has gained a student visa on this basis, and where the applicant fails to enrol or transfers to another establishment within the UK; then he/she is not eligible for a refund of any payments already made in respect of all fees, charges and outstanding amounts.

4.2.6 Deferral of enrolment of an applicant to BCUIC will not normally be permitted. However, there will be exceptional circumstances under which BCUIC Learning and Teaching Board may grant a deferral of up to one semester; where a CAS number has been applied for or a CAS Statement issued by BCUIC/Birmingham City University on behalf of an applicant and he/she has gained a student visa on this basis, and where an applicant can provide binding evidence that:

- He/she is not in the UK; and
- the request/reason for deferral is fully supported by documentary evidence; and
- the student's end date as noted on the original CAS remains the same

Deferred applicants are not eligible for a refund of any payments already made in respect of all fees, charges and accounts, inclusive of the NavInsure Policy fee.

4.2.7 Where an applicant has opted to take out the NavInsure Policy and paid the associated fee as specified on the Acceptance of Offer Form, a refund of the fee paid will be applied in line with the NavInsure Cancellation policy as specified in the NavInsure Policy Booklet.

4.2.8 Where an applicant holds a NavInsure or alternative Insurance Policy, a refund on advanced payment of programme fees,, will only be applied by BCUIC where the applicant can provide evidence that he/she has not made a successful claim against the policy for the programme fees held — students should provide evidence (refusal of claim note from insurer) that a claim was attempted through Navinsure before asking for any refund.

4.3 International applicants, continuing students

4.3.1 BCUIC reserves the right to retain any payments or advanced payments made by a current student, including fees, charges or outstanding amounts, where documents or information submitted to BCUIC or Birmingham City University are suspected to be fraudulent or deemed to be purposefully misleading in content, plagiarised or not the original work of the student, or where a student has committed a serious breach of the College or University's Code of Conduct or disciplinary rules. This may be applied when a current student has obtained entry clearance and/or leave to remain under a BCUIC/Birmingham City University CAS number/Statement.

4.3.2 Where a CAS number has been applied for, or a CAS Statement issued by BCUIC/Birmingham City University on behalf of a current student and the student fails to gain a student visa or a visa extension/renewal; then a refund of advanced payment on tuition fees, including any student accommodation fees paid, can only be applied where a student has provided the following binding evidence:

- a copy of the rejection letter received from the UK diplomatic mission (ECO);
- evidence that the visa application was made within time and valid application conditions; and

where information submitted by the applicant or agent is not suspected of being fraudulent or deemed as purposefully misleading, see para. 4.2.1. Refund of payments made for programme of study and confirmed as received by BCUIC, will only be made to the person making the original payment in source country of the payment.

4.3.3 Where a CAS number has been applied for or a CAS Statement issued by BCUIC/Birmingham City University on behalf of a current student and he/she has gained a student visa on this basis, and where a student is no longer undertaking study with BCUIC and this is an approved cessation of studies by the College Learning and Teaching Board, then a refund of advanced payment on programme fees can only be applied where a student has provided binding evidence that:

- he/she is no longer in the UK;
- his/her student visa has been cancelled;
- he/she attended 85% of timetabled classes, submitted all required assignments and was present at all scheduled examinations in accordance with College Academic Policies and Regulations; and

If the request for refund is approved on the above noted conditions then it will be subject to a £50 administration fee. Refund of tuition fee payments made pertaining to the programme of study and confirmed as received by BCUIC, will only be made to the person making the original payment in source country of the payment.

4.3.4 BCUIC reserves the right not to offer a programme of study/module previously made available at its own discretion. Where a student is unable to register in a similar programme of study or enrol on a module/s at

BCUIC, due to cancellation by BCUIC, then a refund of the advanced payment on programme and student accommodation fees can only be applied where a student has provided evidence that:

- he/she is no longer in the UK and that his/ her student visa has been cancelled; or
- he/she has moved to and been accepted by another Tier 4 licensed educational establishment; and

Refund of payments made pertaining to the programme of study and confirmed as received by BCUIC, will only be made to the person making the original payment in source country of the payment.

4.3.5 Where a CAS number has been applied for, or a CAS Statement has been issued by BCUIC/ Birmingham City University on behalf of a current student and he/she has gained a student visa on this basis, and where the student has applied for a transfer by completing a College withdrawal notification form which states the name and address of the institution to which he/she wishes to transfer within the UK or EEA; then he/she is not eligible for a refund of any advance payments already made in respect of fees, charges and outstanding accounts unless the following conditions are complied with in full:

- The student provides a copy of the offer of admission letter from the intended institution.
- The student provides a confirmation of registration letter from the new institution.
- The above evidence is provided in a timely manner to enable the College to fulfil its reporting duties to the Home Office. This means the College will only accept a refund request for transfer up to the stated last enrolment date for each semester, specifically, the end of Teaching Week 2 (Friday 5.00pm).

If the request for refund is approved on the above noted conditions then it will be subject to a £50 administration fee. Refund of programme fee payments made pertaining to the programme of study and confirmed as received by BCUIC, will only be made to (i) the person making the original payment in source country of the payment or (ii) on receipt of invoice from the institution to which the student is transferring.

4.3.6 Where a CAS number has been applied for or a CAS Statement issued by BCUIC/Birmingham City University on behalf of a current student and he/she has gained a student visa on this basis, and where a student fails to register as required, he/she is deemed to be in breach of his/her student visa and he/she is not eligible for a refund of any payments already made in respect of all fees, charges and accounts.

4.3.7 Where a CAS number has been applied for or a CAS Statement issued by BCUIC/Birmingham City University on behalf of a current student and he/she has gained a student visa on this basis, and where a student is no longer undertaking study with BCUIC and this is an unapproved cessation of studies, then he/she is deemed to be in breach of his/her student visa and he/she only eligible for a refund of any payments already made in respect of future semester fees, any payment made in respect of the current semester will be withheld.

4.3.8 Deferral for current students will not normally be permitted. However, there will be exceptional circumstances under which the College Learning and Teaching Board may grant a deferral of up to one semester. Where the student has gained a student visa under College sponsorship then an application for deferral will not be considered unless:

- the student can pay in advance all fees for the semester he/she is scheduled to return, and
- the student can provide satisfactory evidence that he/she is not in the UK; and

- the request/reason for deferral is fully supported by documentary evidence; and
- the student's end date as noted on the original CAS remains the same

Then all advance payments will be held by BCUIIC and rolled forward to the deferred registration date. Deferred students are not eligible for a refund of any payments already made in respect of all fees, charges and accounts.

4.3.9 Where a student has opted to take out the NavInsure Policy and paid the associated fee as specified on the Acceptance of Offer Form, a refund of the fee paid will be applied in line with the NavInsure Cancellation policy as specified in the NavInsure Policy Booklet provided to applicants at the time his/her Policy is issued. Students should provide evidence (refusal of claim note from insurer) that a claim was attempted through Navinsure before asking for any refund.

4.3.10 All refund payments will be subject to a £50 administrative charge. The only exception to this will be the accommodation damage deposit return.

4.3.11 Aside from the above, all requests for any refunds for new students should be made within 3 months of the intended course start date BCUIIC, and within 3 months of completion of studies for current students, as any requests after this time may be refused.

5.0 UK/EU students, new and continuing students

5.1 If you have applied for a tuition fee loan through Student Finance England, you must produce a correct Entitlement Letter, supplied by Student Finance England, before completing the registration process and are considered by BCUIIC. If your Entitlement Letter has not been received prior to registration at BCUIIC, you may enrol at your own risk and will be accountable for any fees owed should your application for a Student Loan be unsuccessful.

5.2 Once enrolled as a current student, you must renew your application with Student Finance England for each subsequent year of study and produce a valid Entitlement Letter supplied by Student Finance England prior to the start of your re-enrolment.

5.3 For students that are sponsored by Student Finance England, please be aware of the liability points as outlined below. This means that if you withdraw you will still be liable to Student Finance England for either partial or full fees depending on the week in the academic calendar of your withdrawal. In addition to this, you may be personally liable for any difference between the Student Finance England payment liability and the additional tuition fee liabilities outlined below.

5.4 Tuition fee liabilities

5.4.1 Tuition fee liability 0%

5.4.1.1 If you leave within the first three weeks* of the first semester of the first academic year of the course, no fees are due. Neither you, nor Student Finance England will be charged.

5.4.2 Tuition fee liability 50%

5.4.2.1 If you withdraw in Weeks 4 to 15 your tuition fee liability with BCUIIC will be 50% of your annual tuition fees. Student Finance England will only pay 25% and you will therefore be invoiced for the portion they will not pay.

5.4.3 Tuition fee liability 50%

5.4.3.1 If you withdraw in Weeks 16 to 30 your tuition fee liability with BCUIIC will still be 50% but Student Finance England will fund the full 50% of your tuition fee.

5.4.4 Tuition fee liability 100%

5.4.4.1 If you withdraw from Weeks 31 onwards your tuition fee liability is 100%, however Student Finance England will only pay 50%. You will therefore be invoiced for the portion that they will not pay.

5.4.5 Tuition fee liability 100%

5.4.5.1 If you withdraw after the end of your first year your tuition fee liability with BCUIIC will still be 100% and Student Finance England will pay 100% of that year's tuition fees.

5.5 Please also be aware that, depending on the date of your withdrawal, this may also affect any maintenance payments that you receive from Student Finance England.

5.6 Please be aware that exam results are usually released in Week 41 for Integrated students and Week 34 for Standard delivery students, and results will only be released when full fees or funding has been received.

5.7 *Academic weeks end at 5.00pm on the Friday and the subsequent week starts immediately.

6.0 Acceptance and acknowledgement of terms:

This is to certify that I have read and understood the above terms and agree to be bound by them