



# TUITION FEE CONTRACT

## Terms and Conditions

### 1. General Regulations

- 1.1 All students at the College must pay fees. These consist of course fees and, in appropriate cases, registration, examination and other 'special' fees. In addition to these fees, you may be subject to additional costs relating to your programme or for certain College services and facilities. These will be outlined in the course literature and handbook.
- 1.2 By signing your Student Agreement, you are acknowledging your commitment to the payment of all tuition fees as specified in the relevant payment schedule and signifies agreement with all Tuition Fee Contract Terms and Conditions contained herein.
- 1.3 If you fail to pay any tuition fees by the due date specified on your invoice, we may be forced, at any time during the academic year, to withdraw you from your course and to withhold all College services and facilities. Any individual arrangements must be agreed by the parties in writing and attached to the Tuition Fee Contract.
- 1.4 If, at the end of the academic year, you are in debt to the College for any tuition fees, you will not be allowed to enrol for the next academic year until all these debts are paid.
- 1.5 If, at the end of the academic year, you are in debt to the College for any other charges including, but not limited to, interest and finance charges for late payments received, you will not be allowed to access these services until the specific related debt is paid.
- 1.6 Under no circumstances will a certificate of attendance or final award certificate be issued if any fees remain outstanding.

### 2. Cancellation by students before a course commences

- 2.1 In the event of cancellation by the student Iron Mill College must receive notification at least 14 days prior to the course commencement date. The deposit paid on booking your place will not be returned.
- 2.2 If you have paid the full amount and the cancellation is made more than 14 days prior to the course start date, any course fees already paid will be refunded less the deposit.
- 2.3 All refunds at any time will be subject to a £100 administration charge.
- 2.4 If the booking was made by an organisation or employer, substitution of the original course applicant for another person can be made with the consent of the College, subject to that person meeting any course or College requirements. The College must be notified of any substitution of persons attending courses four weeks before the course start date, the substitution will need to complete the full application process prior to commencing a course.

### 3. Cancellation by Iron Mill College before a course commences

- 3.1 Whilst every attempt is made to ensure that all advertised courses run, Iron Mill College will notify the client of cancellation as soon as possible where it believes on reasonable grounds that cancellation is necessary.

- 3.2 Iron Mill College shall notify the client of cancellation not less than 14 days prior to the commencement of the course where numbers failed to reach a workable minimum for the commencement of the course.
- 3.3 In the event of cancellation clients will be offered the choice of the following options:
  - 3.3.1 Another course on a different date or at a different venue; or
  - 3.3.2 Full refund of the course fee paid (including the deposit paid).

#### **4. Leaving /Transferring your programme/course after commencement**

If you are considering withdrawing or transferring from your course, you are advised to consult your Tutor prior to making your final decision. If you do decide to withdraw or transfer to another course at Iron Mill College, you should immediately notify the Centre Administrator in writing stating the reasons for leaving the programme. There is a "Leaving Form" available for this purpose. The College will acknowledge the Leaving Form within five working days setting out whether any refund is payable further to clause 5 below.

#### **5. Refund policy for leaving a programme/course after commencement**

Any tuition fee refund will be based on the date you advised the College of your withdrawal. If you withdraw from your course, you may be eligible for a refund of part of your tuition fees, taking into account the following conditions:

- 5.1 All course Enrolment Deposits are non-refundable unless there are exceptional circumstances which are at the discretion of the College.
  - 5.1.1 For website bookings: By ticking the 'I accept Terms and Conditions' box contained within the course's 'Book Now' Tab, you are acknowledging your understanding and acceptance of this clause.
  - 5.1.2 For all other bookings: By signing your course Application Form, you are acknowledging your understanding and acceptance of this clause.
- 5.2 Unless the student is in breach of their obligation under the Student Agreement and the contract is terminated under Clause 11.1 of the Student Agreement, the College shall reimburse the student for any tuition fees paid to it if the student fails to complete **in accordance with the following scale.**

##### **For courses over 13 weeks in length:**

- 5.2.1 The student withdraws more than 14 days prior to the course start date their course fees will be refunded less the deposit as per Clause 2.2 above and an administration as per Clause 2.3 above.
- 5.2.2 The student leaves within one month whereby they will receive any fees paid after the deposit less £100 for each day attended.
- 5.2.3 If the student notifies the College later than one month from the start of the course of their intention to leave, no refund is available, and they will remain liable for the full course fees in accordance with the standard payment terms. If payment is not made the College will seek payment of the fees as a debt.

##### **For the Advanced Diploma in Integrative Counselling only:**

- 5.2.4 If the student withdraws **more than 14-days prior to the start of the first Introductory Day**, all course fees paid will be refunded in full, excluding the deposit. If the student notifies the College **within 14-days of the end of the final Introductory Day** that they do not wish to continue with the course, the student will receive a full refund of all fees paid after the deposit minus £100 for each day attended. If the tutor decided within 14 days of the end of the introductory day that they do not feel the student can continue with the course, the student will receive a refund of all fees paid after the deposit.

- 5.2.5. If the student notifies the College **after 14-days from the end of the final Introductory Day** of their intention to leave, no refund is available, and they will remain liable for full course fees.

**For courses of 13 weeks duration and less:**

- 5.2.6 If the student withdraws **more than 7-days prior to the start of the first day of training**, all course fees paid will be refunded in full, excluding the deposit. If the student notifies the College **within 7-days of the end of the first day of training** that they do not wish to continue with the course, the student will receive a full refund of all fees paid after the deposit .
- 5.2.7 If the student notifies the College **later than 7-days from the end of the first day of training** of their intention to leave, no refund is available, and they will remain liable for full course fees.

**6. How we collect fees**

- 6.1 Payments of monthly/quarterly instalments must be made by Direct Debit (GoCardless), Details on how to setup a GoCardless Direct Debit mandate will be provided at the time of enrolment. Payment for the singular 'Option 1' instalment may be made by cash, credit/debit card, BACS or cheque (made payable to 'The Iron Mill College').
- 6.2 Fees may be paid by instalments as per the enclosed Tuition Fee Contract.
- 6.3 If your payment / instalment is late, for whatever reason, your instalment due dates will not be extended unless at the discretion of the College. A fee of 10% of the instalment will be charged for each period of 14 days the instalment remains unpaid. The College may at any time decide to terminate your contract further to clause 11(h) of the Student Agreement – Terms and Conditions and/or to pursue the debt.
- 6.4 **If your fees are to be paid by a sponsor/employer:**
- 6.4.1 The College provides the facility to invoice your sponsor directly; however, it should be clearly understood that, should the sponsor for any reason fail to make payment in accordance with the terms of the invoice you will remain personally liable for the full amount of your tuition fees. [A copy of the invoice sent to the sponsor will be sent to your email address].
- 6.4.2 Please provide a letter of authority from your sponsor at enrolment. A letter is required for each year of your course and should clearly state your name, course and year, the amount of contribution towards your fees and identify the name and address to which the fees invoice should be sent. The College will retain this document so please ensure you have a copy for yourself, if required. If we do not receive an authority from your sponsor, we will invoice you personally for your fees.

**7. Value Added Tax (VAT)**

- 7.1 All fees quoted are inclusive of Value Added Tax (VAT) at the ruling standard rate prescribed by the HMRC at the time of issue of this document/agreement. The Iron Mill reserves the right to amend the amount of the fees, if the rate of VAT is increased or decreased, on any fees or instalments unpaid at the date of the change.

**8. Fee enquiries**

- 8.1 If you have a query about your invoice or are having difficulty in paying your fees, please contact the Finance Manager, Iron Mill College, Morwenstow, 7 Barnfield Crescent, Exeter, Devon EX1 1QT. Telephone 01392-219200.

**By submitting my course application form, I agree to the above-mentioned Terms and Conditions.**