

Holmes UK Holdings Ltd. UKPRN 10089691

comprising a network of:

* St Mary’s University London International College, UKPRN 10083478
* University of Worcester International College, UKPRN 100834789
* University for the Creative Arts International College, UKPRN 10089687
* University of Bedfordshire International College, UKPRN 10089688
* University of Chichester International College, UKPRN 10089690

November 2021

Refunds and Compensations Policy

# Fee Liability and Refunds

If you withdraw from the Course, you will be liable for the Tuition Fee for that academic year and/or stage of study you are on as follows:

**Tuition Fee Liability 0%**

Where you withdraw from your course prior to your enrolment, you are not liable for any Tuition Fees for that academic year and/or stage of study you are on.

Should you withdraw from your course, however, after paying a confirmation deposit, you will be liable for a £200 administration charge.

Where a place is not offered to you on the course, you are not required to pay an administration charge.

**Tuition Fee Liability 100%**

Where you withdraw from course,following your enrolment, you are liable for 100% of Tuition Fees for that academic year and/or stage of study you are on.

Where we withdraw you from your course at any time following your enrolment, you are liable for 100% of Tuition Fees for that academic year and/or stage of study you are on.

Where you withdraw from the Course, we will refund any Tuition Fees paid to us in excess of your liability set out in the terms above.

**Misleading and deceptive conduct and fraud**

Where you engage in fraud or in conduct which is considered misleading or deceptive during any part of the application and/or the visa application process with UKVI, you will be liable for 100% of Tuition Fees for that academic year and/or stage of study you are on.

Conduct which is considered misleading or deceptive includes:

* not disclosing previous immigration history;
* not disclosing a previous criminal conviction;
* presenting misleading financial information; or
* presenting misleading academic information.

Conduct which is considered fraudulent includes:

* any of the above conduct done with an intent to deceive or mislead.

**Administration charge for visa refusals**

Where you receive a visa refusal for whatever reason, you will be charged an administration charge of £250.

Where you receive a visa refusal for reasons pertaining to fraud or due to misleading or deceptive conduct, you are liable for 100% of Tuition Fees for that academic year and/or stage of study you are on.

**Refunds**

Any refund request for fees after the enrolment of your course of study will only be approved by the provider in the most extraordinary circumstances and is payable to you at the sole and absolute discretion of the provider.

Please note that that where we withdraw your enrolment due to you providing us with incorrect, misleading, untrue, or fraudulent information or where you have withheld any information that might be relevant to your application for a place on a course, or at any time during your course, you will be liable for the full tuition fees for your course.

**Refund payment conditions**

For anti-money laundering reasons, we will only refund payments to the person that made the original payment in the source country where the payment originated, in accordance with anti-money laundering rules.

**Liability Limitations**

We accept no responsibility for any miscommunication that may arise where you have provided incorrect or out-of-date contact details, or you have not kept your contact details up to date.

It is your responsibility (or your or parent/guardian, if you are under 18 years of age) to provide and confirm when asked to do so, correct contact details, and keep those details up to date for communication purposes. We reserve the right to correct any such details or omissions.

***Nothing in our Agreement shall exclude or limit in any way our liability:***

* for death or personal injury caused by our negligence;
* for fraud or fraudulent misrepresentation; or
* which cannot be excluded or limited under laws relating to discrimination, occupier's liability or health and safety.

**Extent of liability**

Subject to these terms, if we fail to comply with the terms of our Agreement:

* our total liability for loss or damage you suffer as a foreseeable result of our failure to the Provide the course, either at all or to a reasonable standard, shall not exceed the total Tuition Fees payable and any reasonable costs *already* incurred by you in relation to the Course, such as visa fees, accommodation costs and travel costs directly relating to the Course which have already been incurred; and
* we shall not be liable for any loss or damage that is not foreseeable, or for indirect losses which happen as a side effect of the main loss or damage, and which are not foreseeable.

Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Agreement was made between us, both you and we knew that this loss might happen. For the avoidance of doubt, loss, or damage not foreseeable include costs that have not been incurred or would not ordinarily be incurred or any non-tangible costs.

If you are an International Student and our University Partner loses its ability to sponsor International Students (or has its sponsor license restricted or downgraded or its CAS allocation reduced, meaning we cannot provide our tuition services to you), our liability to you shall be limited to refunding all Tuition Fees paid to us for the academic year in which our University Partner loses its sponsor license. Regarding additional costs relevant to visa fees, accommodation costs and travel costs, if the issue pertains to the University’s license being impacted in your, we will assist in recouping additional costs incurred by you from our University Partner.

**Force Majeure**

We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under our agreement with you that is caused by an event outside our reasonable control ("Event Outside Our Control").

An Event Outside Our Control includes but is not limited to a flood, fire, act of God, strikes, other industrial action, staff illness, severe weather, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems) changes in applicable laws, regulations, actions or delays by any government authority or refusals by any such authority to grant any necessary license.

Our obligations under our agreement will be suspended for the period that the Event Outside Our Control continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to find a solution by which our obligations under our Agreement can be performed despite the Event Outside Our Control. If the period of delay or non-performance continues for four weeks, either you or we may terminate our agreement immediately by giving written notice to the other party, without liability.