



**Global Banking School**

**+44 (0) 207 539 3548**

[info@globalbanking.ac.uk](mailto:info@globalbanking.ac.uk)

[www.globalbanking.ac.uk](http://www.globalbanking.ac.uk)

**891 Greenford Road, London**

**UB6 0HE**

## **GBS Tuition Fee Refund and Compensation Policy**

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#### Related GBS policies

- GBS Student Charter
- GBS Student Code of Conduct
- GBS Student Complaints Policy and Procedure
- GBS Academic Appeals Policy
- GBS Student Protection Plan
- GBS Student Disciplinary Policy
- GBS Equality and Diversity Policy
- GBS Data Protection Policy
- Terms and Conditions of Contract between Student and Global Banking School

#### External Reference Points

1. Information Commissioner's Office, Accessed online at: <https://ico.org.uk/>
2. UK Public General Acts, *Data Protection Act 2018*, Accessed online at: <https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>
3. UK Public General Acts, *Equality Act 2010*, Accessed online at: <https://www.legislation.gov.uk/ukpga/2010/15/contents>
4. Pearson PLC Accessed online at: <https://www.pearson.com/en-gb.html>
5. Student Loans Company Accessed online at: <https://www.gov.uk/government/organisations/student-loans-company>
6. Office of the Independent Adjudicator for Higher Education Accessed online at: <https://www.oiahe.org.uk/>

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## **Global Banking School Tuition Fee Refund and Compensation Policy**

### **1. Purpose**

- 1.1 Global Banking School (“GBS” or “School” or “We” or “Us”) recognises that there may be circumstances where qualifying students (“Students” or “You”) seek a refund of deposits, tuition fees and other costs and compensation. The purpose of this Tuition Fee Refund and Compensation Policy (the “Policy”) is therefore to provide guidance on:
- when GBS may make refunds of deposits, tuition fees and other costs and consider paying compensation to students;
  - how refunds can be claimed; and
  - how it will be processed by GBS.

### **2. Qualifying students**

- 2.1 At present GBS offers undergraduate, postgraduate and Pearson programmes of study through our Partnership Awarding Bodies. GBS’s main source of income comes from the student fees paid to GBS through our Partner Higher Education Institutions.
- 2.2 This Policy applies only for refunds to students on Pearson programmes.
- 2.3 Students applying to study on one of our partner programmes must use the appropriate tuition fee refund policy of that GBS partner. Compensation by Global Banking School or a GBS partner organisation will depend on the nature of the significant change(s) affecting students.
- 2.4 Compensation may apply to all GBS’ higher education provisions depending on specific circumstances concerning the premises normally used for the teaching of students.
- 2.5 Students are responsible for the payment of all tuition fees irrespective of whether they are funded by the Student Loans Company, self-funded or sponsored by a third party. However, fee liability is dependent on the timing and/or circumstances based upon which the refund is being requested. Refunds and compensation may be appropriate under a number of circumstances as set out in the Terms and Conditions of Contract between Student and Global Banking School.
- 2.6 GBS acknowledges that it may not be possible to preserve continuity of study for one or more students such that a refund of fees and/or compensation might be appropriate. This policy should therefore be read in conjunction with the GBS Student Protection Plan, which can be found on the GBS website (<http://globalbanking.ac.uk>).

### **3. Qualifying fees**

- 3.1 Total programme fees may include a number of elements including registration, deposits, tuition fees and additional costs. The policies set out in this document strictly apply only to deposits and tuition fees as defined in clauses 4.1 and 5.1, respectively.

3.2 The Pearson registration fee is non-refundable. Should a student or sponsor wish to seek a refund of the registration fee, the matter should be taken up directly with [Pearson<sup>1</sup>](#).

3.3 Total fees may also include additional costs such as expenses relating to trips, materials, vetting and barring checks and specialist clothing. These are those mandatory charges for goods and services that do not form part of tuition fees.

#### 4. Deposit refunds

4.1 Students may be required to pay a deposit for certain programmes. Please consult the current fee list for information on programmes (refer to <http://globalbanking.ac.uk>) which require a deposit.

#### 4.2 Grounds for deposit refunds

4.2.1 All deposits paid by or on behalf of qualifying students are non-refundable save on the grounds listed below:

	Grounds for claim	Eligibility conditions	Refund entitlement
<b><i>Student cancels the contract</i></b>			
5.2.1.1	When a qualifying student exercises the statutory right to cancel the contract prior to enrolment:	If the qualifying student has decided not to study with GBS prior to enrolment, the student is entitled to cancel their place. Upon cancellation prior to enrolment, the qualifying student is entitled to a full refund of deposit paid to GBS.	100%
5.2.1.2	When a qualifying student exercises the statutory right to cancel the contract following acceptance of offer:	If the qualifying student has accepted an offer from GBS, the student has a legal right to cancel the contract from the time of offer acceptance to the end of week 2 of studies (the “cooling-off period”).  In these circumstances, the qualifying student is entitled to a full refund of deposit paid to GBS.	100%
5.2.1.3	When a qualifying student exercises the statutory right to cancel the contract within the cancellation period following commencement of	If the qualifying student has accepted an offer from GBS in any way other than in person at GBS premises, the student has a legal right to cancel the contract from the first day of teaching to 14 calendar days after (the “cancellation period”).	100%

<sup>1</sup>Please click on the link to access the Pearson website.

	studies:	In these circumstances, the qualifying student is entitled to a full refund of deposit paid to GBS.	
<b><i>Upon withdrawal, closure, or merger of a programme</i></b>			
5.2.1.5	When the School withdraws or closes or merges a programme:	<p>If the School decides to withdraw or close or merge a programme and GBS is unable to offer the student an alternative place or a deferral or is unable to transfer the deposit to a third-party provider, the qualifying student is entitled to a refund of the deposit paid to GBS.</p> <p>GBS acknowledges that it may not be possible to preserve continuity of study for one or more students such that a refund of fees and/or compensation might be appropriate. This policy should be read in conjunction with the GBS Student Protection Plan.</p>	100% subject to fulfillment of eligibility conditions

## 5. Tuition fees refunds

5.1 Tuition fees refer to the amounts set out in the School Fees List (refer to <http://globalbanking.ac.uk>) and as confirmed in the Offer Letter (or the “Contract”). Tuition fees do not include deposits (clause 4 of this Policy), registration fees (clause 3.2 of this Policy) or any other additional costs.

### 5.2 Grounds for tuition fee refunds

5.2.1 GBS will only consider claims for refunds of tuition fees on the grounds listed below.

	Grounds for claim	Eligibility conditions	Refund entitlement
<b><i>If the Student withdraws from the programme</i></b>			
5.2.1.1	When a qualifying student <u>withdraws prior to enrolment</u> :	If the qualifying student has decided not to study with GBS prior to enrolment, the student is entitled to cancel their place. Upon cancellation prior to enrolment, the qualifying student is entitled to a full refund of tuition fees paid to GBS.	100% subject to fulfillment of eligibility conditions

5.2.1.2	When a qualifying student <u>withdraws following acceptance of the offer within the cooling-off period</u> :	GBS offers a two-week cooling-off period to all new students in the first year of a new programme, during which if a student wishes to take a leave of absence or withdraw from their studies they can do so and a fee will not be levied. The student therefore has a legal right to cancel the contract from the time of offer acceptance to the end of week 2 of studies (the “cooling-off period”).	100% subject to fulfillment of eligibility conditions
5.2.1.3	When a qualifying student <u>withdraws within the cancellation period</u> following commencement of studies:	If the qualifying student has accepted an offer from GBS, the student has a legal right to cancel the contract from the first day of teaching to 14 calendar days after (the “cancellation period”).	100% subject to fulfillment of eligibility conditions
5.2.1.4	When a qualifying student <u>withdraws after the cancellation period</u> :	If you withdraw from your programme after the 14-day period, you may be entitled to a tuition fee refund.  GBS will confirm the official date of withdrawal.	Calculation of refund entitlement will depend on:  <ul style="list-style-type: none"> <li>• when in the academic year the student withdraws; and</li> <li>• whether the student is SLC-funded or self-funded or sponsored.</li> </ul> <p>Qualifying students follow the payment plan set out in 5.2 and refunds will be based accordingly.</p> <p>For example, if a qualifying student is funded by an SLC and withdraws after the start date of term 2, they may only be</p>

			entitled to refunds for payments made over 50% of the annual tuition fees. If they withdraw after the start of term 3, they are not entitled to any refunds.
<b><i>If GBS makes major changes to the Contract</i></b>			
5.2.1.5	When GBS makes changes to the Contract which are, in our reasonable opinion, considered <u>major changes</u> <sup>2</sup> .	If the School decides to make major changes to the programme which cause students a significant detriment, the latter may be entitled to an appropriate refund paid to GBS and to compensation.	Dependent on the relevant circumstances and subject to review and conclusion by GBS and the Compensation Panel.
<b><i>If GBS breaches the terms of its Contract</i></b>			
5.2.1.6	When the student no longer wishes to study with GBS where GBS has not complied with its contractual obligations	<p>If GBS has breached the terms of the contract and has not been able to put things right for the student within a reasonable time in accordance with GBS procedures, the student may have the right to end the Contract.</p> <p>Should this situation arise, students are encouraged to inform GBS as soon as possible by following the complaints procedure set out in the 'Terms and Conditions of Contract between Student and Global Banking School'.</p> <p>GBS will endeavour to support students to find a place on an alternative programme at the School or with reasonable assistance to study at another provider,</p>	Dependent on the relevant circumstances and subject to review and conclusion by GBS and the Compensation Panel.

<sup>2</sup> **Major changes** are defined as those changes which will, in our reasonable opinion, have a more significant impact on the way we teach or provide programmes or other services and facilities to students, and which will cause students a significant detriment. Refer to the 'Terms and Conditions of Contract between Student and Global Banking School'.



		<p>subject to availability and student eligibility.</p> <p>In such situations, the student may be entitled to an appropriate refund and/or other redress in accordance with consumer law rights and under our Student Protection Plan.</p>	
<b>Upon withdrawal, closure, or merger of a programme</b>			
5.2.1.7	<p>When the School <u>withdraws or closes or merges a programme</u>:</p>	<p>If the School decides to withdraw or close or merge a programme <b>and</b> GBS is unable to offer the student an alternative place or a deferral or is unable to transfer the deposit to a third-party provider, the qualifying student may be entitled to a refund of the tuition fees paid to GBS.</p> <p>GBS acknowledges that it may not be possible to preserve continuity of study for one or more students such that a refund of fees and/or compensation might be appropriate. This policy should be read in conjunction with the GBS Student Protection Plan.</p>	<p>Dependent on the relevant circumstances and subject to review and conclusion by GBS and the Compensation Panel.</p>
<b>If a student interrupts the programme with a leave of absence</b>			
5.2.1.8	<p>When the student takes a <u>leave of absence</u> from studies:</p>	<p>Students may obtain leave of absence through appropriate channels and in line with the GBS Student Attendance Policy.</p> <p>Where a student has followed the appropriate process and obtained the relevant authorisation for leave/suspension of studies, they may be entitled to a refund</p>	<p>Dependent on the relevant circumstances and subject to review and conclusion by GBS and the Compensation Panel.</p>

		depending on the relevant circumstances.	
<b>When GBS suspends or ends a Contract due to ill-health.</b>			
5.2.1.9	When GBS suspends or ends a Contract due to ill-health.	If a Student is unable to attend the programme or complete their studies due to ill-health and have followed the appropriate Attendance Policy, they may be entitled to a refund in such cases.	Dependent on the relevant circumstances and subject to review and conclusion by GBS and the Compensation Panel.
<b>If the Student makes an overpayment</b>			
5.2.1.1	When an overpayment is made on a Student account.	Any overpayment of tuition fees will be refunded to the original source.	100% of the overpayment.

5.2.2 GBS will not consider claims for refunds of tuition fees on the grounds listed below.

	<b>Grounds for claim</b>	<b>Eligibility conditions</b>	<b>Refund entitlement</b>
<b>If GBS suspends or cancels the student's contract</b>			
5.2.2.1	When GBS suspends or ends a student's contract.	<p>GBS has the right to suspend or end contracts, where the following conditions apply:</p> <p>The Student fails to meet (or provide GBS with satisfactory evidence that they have met) the relevant Minimum Entry Requirements, Conditions, Programme Requirements and Professional Suitability Requirements before the commencement of</p>	<p>0%</p> <p>In such circumstances where GBS has suspended or ended the Contract in accordance with the relevant regulation/procedure, the Student is <b>not</b> eligible to any compensation.</p>

		<p>the Programme, or if the Student does not meet any continuing relevant the relevant Minimum Entry Requirements, Conditions, Programme Requirements and Professional Suitability Requirements at any time during the studies.</p> <p>If GBS becomes aware that information which the Student (or someone on their behalf) has provided to GBS is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading.</p> <p>If the Student fails in a serious way to comply with their obligations under the Contract (including, for example, in respect of conduct or fitness to practice).</p> <p>If the Student fails to enroll each academic year by the latest enrolment date.</p> <p>If your circumstances change so that you no longer have permission to remain in the UK.</p> <p>If you acquire a relevant criminal conviction or develop a health condition that prevents you from meeting the occupational health requirements of your</p>	
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		<p>Programme.</p> <p>If your continued attendance at the School or on your Programme poses a serious risk to your health, safety and/or welfare, or that of others, which the School is unable to take reasonable steps to mitigate having followed our applicable regulations and procedures</p>	
5.2.1.9	When GBS suspends or ends a Contract due to ill-health.	If a Student is unable to attend the programme or complete their studies due to ill-health and have followed the appropriate Attendance Policy, they may be entitled to a refund in such cases.	Dependent on the relevant circumstances and subject to review and conclusion by GBS and the Compensation Panel.

## 6. Compensation

### 6.1 Eligibility<sup>3</sup>

6.1.1 GBS aims to ensure that the student learning experience, as described in the Student Handbook and detailed in the Pearson Specification is delivered and maintained. GBS will endeavor to mitigate the effects of any minor changes to programme content or delivery. If continuation of study is disrupted, GBS will consider paying affected students' compensation to address consequential additional expenditure. Payment of compensation is subject to the provision of appropriate evidence to support the claim.

### 6.2 Accommodation

6.2.1 Where GBS experiences teaching accommodation issues, the same principle of ensuring delivery of teaching and learning according to the Student Handbook

<sup>3</sup> The student learning experience offered by GBS is guided by the appropriate Pearson BTEC Programme Specification <https://qualifications.pearson.com/en/qualifications/btec-higher-nationals/business-2021.html> and <https://qualifications.pearson.com/en/qualifications/btec-higher-nationals/healthcare-practice-for-england-2018-rqf.html> and <https://globalbanking.ac.uk/about-us/our-policies/>

applies. Where GBS building is not available for a period due to health and safety reasons, GBS will either provide extra teaching sessions to catch up or find suitable temporary alternative accommodation, should the building remain unavailable for an extended period.

### **6.3 Relocation**

6.3.1 If GBS moves location to different premises, students will be consulted, and account will be taken of any inconvenience likely to be caused. GBS will, if appropriate, consider compensating students affected for consequential costs such as additional expenditure on transport.

### **6.4 Continuation of Study**

6.4.1 If GBS is unable to preserve continuation of study, it would consider compensating students affected for consequential costs such as additional maintenance costs and lost time. Compensation for loss of time may include the value of any increase in fees incurred as the result of delay. Any compensation would be based on the student producing objective evidence to demonstrate loss. The maximum claim could be the loss proportionate to the Tuition Fee.

### **6.5 Transfer**

6.5.1 Where a student must transfer to another higher education provider to complete their programme of study, GBS will consider making compensation for tuition fee.

### **6.6 Student Bursaries**

6.6.1 GBS will honor any bursary paid to a student should the student need to transfer to another institution to complete their programme of study as a consequence of the GBS unable to preserve continuation of study due to programme or institution closure.

## **7. Applications for tuition fee refunds and/or compensation**

- 7.1 Application for a refund and/or compensation must be made by completion of the form in **Appendix 1** which should be emailed to the finance department at [feesincome@globalbanking.ac.uk](mailto:feesincome@globalbanking.ac.uk).
- 7.2 Claims for compensation made by a student or group of students will be considered by a Compensation Panel. The Compensation Panel will adopt an evidence-based approach. The Compensation Panel will also consider awarding compensation if a particular cohort of students or all students are affected by a significant disruption.
- 7.3 Upon receipt of the application, a written acknowledgement will be provided within five (5) working days and you should expect to hear the outcome of your claim within fifteen (15) working days of submitting your written application.

## **8. Queries and Complaints**

- 8.1 If you have any questions or queries about this policy or how to apply for a tuition fee refund and/or compensation, please communicate your query/request via email to our Finance Department on [feesincome@globalbanking.ac.uk](mailto:feesincome@globalbanking.ac.uk). The finance department will respond to any issues raised.
- 8.2 If you would like to raise a complaint relating to this Tuition Fee Refund and Compensation Policy, you should follow the GBS Student Complaints Policy and Procedure for more information.
- 8.3 GBS subscribes to the independent scheme for the review of student complaints. If a student is dissatisfied with the outcome of their complaint, they may be able to apply for a review of the complaint to the Office of the Independent Adjudicator for Higher Education (“OIAHE”) providing the complaint is eligible under its rules.
- 8.4 Details about the OIAHE can be found on their website: <https://www.oiahe.org.uk/>. Further guidance about submitting a complaint to the OIAHE is available at their website: <https://www.oiahe.org.uk/students/how-to-complain-to-us/>.

## **9. Monitoring and Review**

- 9.1 This policy may be amended by GBS at any time. Any issues related to the monitoring and review of this policy, please contact [asgo@globalbanking.ac.uk](mailto:asgo@globalbanking.ac.uk).

## **10. Data Protection and Confidentiality**

- 10.1 GBS is registered with the Information Commissioner’s Office as a Data Controller. Details of the School’s registration are published on the [Information Commissioners](#) website. GBS as a Data Controller shall implement appropriate technical and organisational measures to ensure that processing of personal information is performed in accordance with the UK General Data Protection Regulations (UK GDPR) and under the Data Protection Act 2018 (DPA).

## **11. Alternative format**

- 11.1 This policy can be provided in alternative formats (including large print, audio and electronic) upon request. For further information, or to make a request, please contact [asgo@globalbanking.ac.uk](mailto:asgo@globalbanking.ac.uk).

## APPENDIX 1

### REFUND AND COMPENSATION REQUEST FORM

All details must be completed electronically and submitted to [feesincome@globalbanking.ac.uk](mailto:feesincome@globalbanking.ac.uk) with the corresponding Form indication below.

<b>Surname</b>		<b>Last date of attendance [DD/MM/YYYY]</b>	
<b>First Name</b>		<b>D.O.B [DD/MM/YYYY]</b>	
<b>Programme name and year</b>			
<b>Student Start Date</b>		<b>Academic Year Affected</b>	
<b>Pearson Student ID No.</b>		<b>GBS Student ID No.</b>	

<b>Request for:</b>	<b>Please tick if applicable</b>	<b>Currency and amount</b>
Refund of deposit fees		
Refund of tuition fees		
Compensation		

Grounds for refund claim: *Please give full details of the grounds for your claim for a fee refund and/or compensation. (Please continue on a separate sheet if needed).*

**DECLARATION BY STUDENT**

*I can confirm that everything provided for in this change of circumstances form is true to the best of my knowledge.  
I confirm that I have read and understood the 'GBS Tuition Fee Refund and Compensation Policy'*

**Student's Signature:** .....

**Date:** [DD/MM/YYYY]

**Print name:** .....

**APPROVAL BY GBS STAFF**

*I/we agree to the change of circumstances form with effect from: .....  
and/or accept change as set out above.*

**Refund amount approved:** .....

**Compensation amount approved:** .....

**Staff name and title:** .....

**Staff Signature:** .....

**Date:** .....