

Refund and Compensation Policy

MetFilm School



Responsible Person	David Howell, CEO
Approving Body	Board
Date of Approval	17 th April 2019
Date of Effect	17 th April 2019
Updated	17 th April 2019
Next Review Date	April 2020
Queries	complaints@metfilmschool.ac.uk

Introduction

As a registered provider of higher education, MetFilm School has published a Student Protection Plan which sets out how continuation and quality of study will be preserved for current and potential students if a risk to their continued study crystallises. The Student Protection Plan draws on MetFilm School's experience and is designed to assure current and future students that MetFilm School has appropriate arrangements in place to protect continuation of study. It outlines the types of risks that might apply and explains the approach MetFilm School would take if these risks were to materialise.

In addition to the Student Protection Plan, MetFilm School is required to adopt a Refund and Compensation Policy setting out the circumstances in which MetFilm School will refund tuition fees and other relevant costs to students and provide compensation where necessary if MetFilm School is no longer able to preserve continuation of study for one or more students. The Student Protection Plan identifies this as an unlikely risk but MetFilm School recognises that if it were to occur, affected students should receive a refund of fees and appropriate compensation in accordance with this policy.

MetFilm School considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at MetFilm School. It is however important to explain how MetFilm School will refund or compensate students if MetFilm School is unable to preserve that continuity of study.

This policy covers three situations:

- where a student withdraws from a course for a variety of reasons
- where MetFilm School makes a change to a course
- where MetFilm School is unable to continue offering tuition.

Student Withdrawal

14 Day Cooling-Off Period

- If you accept the School's offer by means of distance communication (i.e. there has been no face-to-face contact between the School and you at the time you accept the offer) you have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your payment of the deposit. ("Cancellation Period").
- You do not have to give a reason for cancellation.
- You must inform The School of your decision to cancel within the Cancellation Period by writing to us: MetFilm School Admissions Office, MetFilm School, Ealing Studios, Ealing Green, W5 5EP or email the School's Admissions Office at info@metfilmschool.co.uk or telephone 020 8280 9119.
- A template cancellation form is provided in your offer letter, and can be downloaded [here](#).
- If you call to inform the Admissions Office/International Office of your decision to cancel the offer of a place to study at The School, you must also confirm in writing either by email or letter.

Cancellation Before Enrolment

You may cancel your place prior to enrolment. If you cancel:

- At least 45 days before the first day of the course, but outside of the "Cancellation Period," you will be entitled to a refund of course fees paid to date, less any external costs incurred and the 20% deposit. Please note that you must notify us in writing at least 45 days before the first day of the course.
- Within 44 days or less before the start of the course, but outside of the "Cancellation Period." If you cancel your place 44 days or less before the start of the course, then you are liable to pay the full first year's course fee.

Student Withdrawal After Enrolment

- You are required to pay Course Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the School after enrolling for that academic year you will need to formally notify the School of your withdrawal. You will be liable for fees for that academic year.

If you do not adhere to visa conditions

- This applies if you are an international student on a Tier 4 Student visa. In the event The School has to withdraw its sponsorship for your studies as a result of your non-compliance with your visa conditions and/or UKVI immigration rules, you will not be entitled to a refund of your Course Fees.

Unsuccessful Visa Application

- If you are an international student requiring a visa to study in the UK and your application, made in good faith and within the timelines and guidance we provide, is unsuccessful, we will refund the full amount paid including your deposit upon presentation of the official documentation from your local embassy or consulate and a copy of your visa application at least 21 days prior to the course start date.

Conditions of offer not being met

- If you do not achieve the conditions of the offer made to you, you must notify the school within 14 working days of receiving your results that you have been unsuccessful in meeting the conditions of your offer. We will refund the full amount paid, including your deposit on presentation of the official documentation showing the results achieved.

Change to a Course

Where we need to make changes to a course, we will, assess the potential impact of such change on our students and will follow the principles set out in this section. The School is always looking to improve and enhance students' experience with us, and we will engage in dialogue with our students throughout their

studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

When we can make changes to the Contract

- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Office for Students and/or any other funding body;
- to comply with accrediting body requirements;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- minimum enrolment numbers / fall in future enrolment numbers;
- withdrawal of any relevant accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider
- to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner
- for any other valid reason.

What type of changes may be made?

Minor Changes (non-exhaustive list of examples)

- reasonable changes to the timetable for delivery of your Course;
- reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
- reasonable changes to the methods by which the Course is delivered and/or assessed;
- reasonable variations to the content and syllabus of the Course;
- changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
- additions and/or withdrawals of certain non-core modules on your Course;
- changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remains as up to date as possible;
- procedural changes to our Student Handbook that help improve the same to your benefit;

Major Changes (non-exhaustive list of examples)

- to make additions and/or withdrawals of certain core/compulsory modules on your Course;
- to implement more significant changes to our Courses;
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- significant changes to the location or specification of your Course teaching facilities, which could include moving the Course to a different campus or a location that is not located near the original delivery campus.
- to make significant changes to our Student Handbook that help improve them where the same are not to your benefit.

How we will tell you about changes to the Course

- For minor changes, we will notify you via our student portal of any amendments by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

- For major changes, we will notify you via our student portal and via email as soon as possible, and in any event, generally no later than 1 month before we are due to make the relevant change.
- If you do not agree with a major change we make to the Course, you will be entitled to terminate the Contract and you may be entitled to an appropriate refund of the Fees you have paid to us.

Non-Continuation of Study

Withdrawal of Course Pre-commencement

There may be times where we need to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other Courses of study, if such action is reasonably considered to be necessary by the School. If the School decides to take such action prior to the Course commencing, then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Contract by written notice to the School. In these circumstances you will be entitled to a refund of any deposit / fees which you have paid to the School.

Withdrawal of Course Post-commencement

There may also be times where we need to discontinue the Course or to merge or combine the Course with other courses after the Course has commenced. In these circumstances we will take reasonable steps to seek to:

- offer you a place on an alternative course at the School (subject to place availability and you complying with the requirements of admission to and registration on that Course); or
- (at your request) assist you to join another course at another institution, and
- (if appropriate), issue you with a refund of the Fees paid.

Compensation

MetFilm School will consider providing a compensation plan where necessary if MetFilm School is no longer able to preserve continuation of study for one or more students.

The compensation plan will include appropriate provision for:

- maintenance costs
- lost time
- additional tuition costs
- travel costs as a result of relocation of provision

Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.

Payments

Refunds will normally only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

General

This Refund and Compensation Policy is linked to MetFilm School's Student Protection Plan and forms an important part of MetFilm School's Student Contract Terms and Conditions. It will be reviewed from time to time with those documents.

This Policy will not normally apply to individuals who have completed the studies for which they registered as a student with MetFilm School.

Queries about the application of this policy should be addressed to complaints@metfilm.co.uk in the first instance.