

## FALMOUTH FLEXIBLE FEES AND CANCELLATION POLICY

This policy takes effect for all enrolments from 30 May 2022 onwards. Some material changes have been made to the Falmouth Flexible Fees and Cancellation Policy dated September 2019. These are detailed at the end of this document.

### 1 Introduction

1.1 This policy applies to all students registering for a [Falmouth Flexible](#)\* course of study:

- MA Creative Events Management (online)
- MA Graphic Design (online)
- MA Photography (online)
- MA Illustration (online)
- MA Writing for Script & Screen (online)
- PGCHE (online)
- BA Photography Top-Up (online)

Falmouth Flexible is a recognised affiliate college of Falmouth University, run in partnership with CEG Digital Ltd to deliver a selection of its online programmes. This policy applies in addition to the Falmouth University Student Terms & Conditions. Where there is a conflict between this Fees and Cancellation Policy and related content in the Falmouth University Student Terms & Conditions, this Fees and Cancellation Policy shall apply

For all other Falmouth University courses a different Fees Policy applies. Please visit:

<https://www.falmouth.ac.uk/student-regulations>

1.2 By making any payment towards your Tuition Fees, you agree to abide by the terms and conditions of this policy. For the avoidance of doubt, this means that by paying your Acceptance Fee or an instalment of your Tuition Fees you are agreeing to the terms and conditions of this policy.

1.2 It is therefore important to make sure you have read and understood this policy before you make a payment.

1.3 If you have any questions, please contact the Fees Office: [FF-FEES@falmouth.ac.uk](mailto:FF-FEES@falmouth.ac.uk).

### 2 Acceptance Fee

2.1 In order to accept your offer of a place on your course you will be required to pay a £250 Acceptance Fee.

2.2 The Acceptance Fee must be received within two weeks of the date at the top of your offer letter to guarantee you a place on your chosen Falmouth Flexible course.

2.3 The Acceptance Fee will be offset against your overall Tuition Fees.

2.4 If you withdraw within 14 days of payment of the Acceptance Fee (the first 'Cooling Off Period') you will be eligible for a full refund. Once the first 'Cooling Off Period' has expired, you will not be

eligible for a refund of the Acceptance Fee in the event you: do not take up your place; do not meet the entry conditions set by the University; start the course and do not complete your studies; or are withdrawn from the course.

### 3 Tuition Fee Levels

3.1 Tuition Fees will be charged at the rate stated in the 'Falmouth Flexible Receipt of Fees' email that confirms your Acceptance Fee has been received.

3.2 Discounts or bursaries may be applied to the Tuition Fee in accordance with the terms advertised on the Discounts and Bursaries web page. No bursary or discount, either individually or collectively, may amount to more than 25% of the total tuition fees due for a course.

3.3 Tuition Fees are reviewed annually and are liable to increase each academic year for those who commence a new course of study.

3.4 Students who are continuing to study on the same course are not subject to a fee increase providing they complete their studies within the following timeframe (8 months for PGCert, 12 months for BA (Top-Up), 16 months for PGDip, 24 months for Masters) – the '**Recommended Timeframe.**'

3.5 Students who take longer than the Recommended Timeframe to complete their studies will be subject to tuition fee increases.

### 4 Payment Options

4.1 Tuition Fees are paid in pre-arranged instalments.

4.2 A schedule of payments and payment options ('**Payment Schedule**') will be emailed to you once we have received your Acceptance Fee.

4.5 Payments can be made online or by phone, using a credit or debit card, or by bank transfer.

### 5 First payment of Tuition Fees

5.1 Unless you receive funding from the Student Finance organisations in the UK ('**SF**'), the first payment of your Tuition Fees can be paid at any point once you have paid your Acceptance Fee but **MUST** be received three weeks before the course start date.

5.2 If your Tuition Fees are not received by this date, you will not be able to start your course and your place may be offered to someone else.

5.3 If you receive funding from SF, the timing of your first payment will be deferred to two weeks after you receive your first SF instalment.

5.4 For SF students, if we have not received payment by the above deadline, access to your online course will be withdrawn.

## 6 Subsequent payment of Tuition Fees

6.1 Unless you receive funding from SF, all subsequent payment instalments MUST be received no later than two weeks prior to starting your next study block.

6.2 If you receive funding from SF, the timing of your subsequent payments will be deferred to two weeks after you receive your next SF instalment.

6.3 If your Tuition Fees are not received by the above deadlines, clause 11 applies.

## 7 Liability

7.1 In the event of a student's sponsor or loan provider failing to make payment in respect of the Tuition Fees, the student will be held personally liable for the payment.

7.2 Students waiting for confirmation of funding from SF or equivalent bodies will be classed as self-funding until confirmation of support is received.

## 8 Withdrawal

8.1 For the first module only, students who withdraw within 14 days of the first day of teaching (the second 'Cooling Off Period') will be eligible for a full refund of all fees paid up to that point, minus the non-refundable Acceptance Fee. For the avoidance of doubt, this deadline shall also apply to those starting later than the first day of teaching. Students who withdraw after this date will not be eligible for a refund of their Tuition Fees for the remainder of the module, regardless of whether they have logged in to their online course or not.

8.2 For subsequent modules, students will not be entitled to a refund if they withdraw within the first 14 days of teaching.

8.3 Notification of withdrawal must be received in writing in accordance with the University's withdrawal process.

8.4 Excepting during the 'Cooling Off' period in clause 8.1, once a student has withdrawn from their course, they will be removed from the Virtual Learning Environment ('VLE') and will be liable for the Tuition Fee or any other monies still owed regardless of whether they have logged in to their online course or not, until all debts have been repaid.

8.5 Students who have paid in advance for modules not yet started will be liable for the current module but eligible for a refund for the modules not yet started less any discount they received for paying in full in advance. For the avoidance of doubt, this discount will be deducted from any amount refunded.

## 9 Intermittence

9.1 Where a student undertakes an approved temporary suspension of studies (intermittence), Tuition Fees already paid will not be refunded but retained until studies are resumed or permanent withdrawal occurs. Students may be charged again for retaking modules and remain liable to pay any outstanding fees that may be due at the point of suspension.

9.2 Further, students may be subject to increased Tuition Fees, in accordance with clauses 3.4 and 3.5 if their intermittence continues beyond the times stated therein.

## 10 Payment of refunds

10.1 Any refunds due will be made to the bank and account holder (or other financial institution) that originally paid the fee. Any requests for payments made into a different bank account may incur material delays and/or may not be permitted.

10.2 Where payment of fees was split between more than one payee, refunds will be made in proportion to the original split.

10.3 We aim to process refunds within 3 weeks of being informed of your decision to withdraw. Please note at busy periods this may take longer.

10.4 All refunds will be calculated in Pounds Sterling. We will not offer compensation for any bank or other charges incurred nor for any shortfalls due to exchange rate fluctuations.

## 11 Student Debtors

11.1 Students who have outstanding financial commitments to Falmouth Flexible will not be permitted to progress to their next module until the debt has been repaid or alternative arrangements made.

11.2 Students who have outstanding financial commitments to any Falmouth University Course (on-campus, Falmouth Online or Falmouth Flexible) will not be permitted to transfer courses within the University's provision until the debt has been repaid.

11.3 Students who wish to dispute a debt must submit their dispute to the Falmouth Flexible Fees Office ([FF-FEES@falmouth.ac.uk](mailto:FF-FEES@falmouth.ac.uk)), the 'Fees Office' within 7 days of receiving a payment demand.

11.4 Assessment board decisions cannot be withheld from any student who has an outstanding financial commitment, but the University retains the right to withhold transcripts/certificates and may prohibit attendance at the awards ceremony until the debt has been cleared.

11.5 Students who have outstanding financial commitments to Falmouth Flexible will be sent two reminder emails by the Fees Office. If the debt remains unpaid one week after the second reminder email has been sent, the following sanctions will apply:

11.5.1 The student will be temporarily blocked from using the VLE and other resources will be withdrawn until arrangements to pay the fees are made.

11.5.2 One week after the student is temporarily blocked from using the VLE, one final reminder will be sent by the Fees Office with a further one-week deadline to make payment.

11.5.3 Should the student fail to make arrangements to pay their outstanding fees by the final one-week deadline, a formal withdrawal process will be initiated with the University, the student's record closed, and the student will no longer have access to the VLE or course materials. **In the event of permanent withdrawal, liability for the debt will still remain.**

11.5.4 The debt will be referred for external collection including the use of legal action where the debt is still outstanding after a reasonable time. Should a debt be referred externally, the student will be liable for any additional costs and legal charges.

## 12 Variation of Conditions

12.1 Falmouth Flexible may vary the terms and conditions contained in this Fees and Cancellation Policy as is deemed necessary to comply with any law, regulations or amendment thereof, of the law of England and Wales.

12.2 Students will be required to re-enrol at the beginning of each year of study. If required, changes to these terms and conditions will normally come into force with effect from the next cohort of students. All students will be informed of significant changes affecting them.

12.3 These terms and conditions are governed by and construed in accordance with the laws of England and Wales.

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*\*Falmouth Flexible is the trading name of Falmouth Flexible Ltd, which is a subsidiary of Cambridge Education Group Limited and registered in England under company number 13167755, Registered Office: 51-53 Hills road, Cambridge CB2 1NT, United Kingdom.*

Changes to the Fees and Cancellation Policy 2019:

Clause(s)	Description
1.1	<p>Addition: Falmouth Flexible is a recognised affiliate college of Falmouth University, run in partnership with CEG Digital Ltd to deliver a selection of its online programmes. This policy applies in addition to the Falmouth University Student Terms &amp; Conditions. Where there is a conflict between this Fees and Cancellation Policy and related content in the Falmouth University Student Terms &amp; Conditions, this Fees and Cancellation Policy shall apply.</p> <p>For all other Falmouth University courses a different Fees and Cancellation Policy applies. Please visit: <a href="https://www.falmouth.ac.uk/student-regulations">https://www.falmouth.ac.uk/student-regulations</a></p>
2.4	<p>Amendment: If you withdraw within 14 days of payment of the Acceptance Fee (the <b><i>first</i></b> 'Cooling Off Period') you will be eligible for a full refund. Once <b><i>the first 'Cooling Off Period'</i></b> has expired, you will not be eligible for a refund <b><i>of the Acceptance Fee</i></b> in the event you: do not take up your place; do not meet the entry conditions set by the University; <b><i>start the course and so not complete your studies; or are withdrawn from the course.</i></b></p>
3.1	<p>Amendment: Tuition Fees will be charged at the rate <del>advertised on the relevant course page of Falmouth Flexible's website</del> <b><i>stated in the 'Falmouth Flexible Receipt of Fees' email</i></b> on the date the Acceptance Fee is received <b><i>that confirms your Acceptance Fee has been received.</i></b></p>
3.4	<p>Amendment: Students who are continuing to study on the same course are not subject to a fee increase providing they complete their studies within the</p>

	<b><u>following timeframe:</u></b> Recommended Timeframe 8 months for PG Cert, 12 months for BA (Top-Up), 16 months for PG Dip, 24 months for Masters ( <b><u>the 'Recommended Timeframe'</u></b> ).
5.1	Amendment: '...but MUST be received three weeks before the course <del>starts</del> <b><u>start date.</u></b>
6.3	Amendment: If your Tuition Fees are not received by the above deadlines, <del>access to your online course will be withdrawn</del> <b><u>clause 11 applies.</u></b>
8.1	Amendment: 'For the first module only...eligible for a full refund <b><u>of all fees paid up to that point, minus the non-refundable Acceptance Fee.</u></b> 'Students who withdraw after this date will not be eligible for a refund <b><u>of their Tuition Fees</u></b> for the remainder of the module...'
8.2	Amendment: For subsequent modules, students will not be entitled to a refund <b><u>if they withdraw within the first 14 days of teaching.</u></b>
9.2	Addition: Further, students may be subject to increased Tuition Fees, in accordance with clauses 3.4 and 3.5 if their intermittence continues beyond the times stated therein.
10.1	Addition: Any requests for payments made into a different bank account may incur material delays and/or may not be permitted.
11.1	Amendment: Students who have outstanding financial commitments to Falmouth Flexible will not be permitted to progress to their next module until the debt has been repaid <b><u>or alternative arrangements made.</u></b>
11.2	Addition: Students who have outstanding financial commitments to any Falmouth University Course (on-campus, Falmouth Online or Falmouth Flexible) will not be permitted to transfer courses within the University's provision until the debt has been repaid.
11.4	Amendment: If the debt remains unpaid <del>once the final</del> <b><u>one week after the second</u></b> reminder email has been sent, the following sanctions will apply:
11.4.1	Amendment: The student will be <b><u>temporarily</u></b> blocked from using the VLE <b><u>and other resources will be withdrawn until arrangements to pay the fees are made.</u></b>
11.4.2	Amendment: <del>Students will be liable at any time thereafter to be excluded from the University by the Vice-Chancellor until the debt has been repaid. In the event of permanent withdrawal, liability for the debt will still remain.</del> <b><u>One week after the student is temporarily blocked from the VLE, one final reminder will be sent by the Fees Office with a further one-week deadline to make payment.</u></b>
11.4.3	Addition: Should the student fail to make arrangements to pay their outstanding fees by the final one-week deadline, a formal withdrawal process will be initiated with the University, the student's record closed, and the student will no longer have access to the VLE or course materials. <b><u>In the event of permanent withdrawal, liability for the debt will still remain.</u></b>
12.1	Amendment: Falmouth Flexible may vary the terms and conditions contained in this Fees and Cancellation Policy as is deemed necessary to comply with any law,

	regulations or amendment thereof, of the Government of Great Britain <b><u>law of England and Wales.</u></b>
12.2	<p>Amendment: Students will be required to re-enrol at the beginning of each year of study. <del>Students will not normally be asked to agree to changes made under clauses 12.1 until the next enrolment point. If fundamental</del> <b><i>required</i></b>, changes <b><i>to these terms and conditions</i></b> will normally come into force with effect from the next cohort of students. All students will be informed of significant changes affecting them. <del>Where students do not agree to changes made under clause 12.1 students may choose not to re-enrol and the University will take reasonable steps to support them to complete their studies elsewhere.</del></p>