

Our Terms and Conditions of Enrolment

Background

The Enrolment Form and these Terms set out the basis of Your enrolment as a student at the London College of Accountancy (LCA) t/a LCA Business School and will form part of any Agreement between us. The Enrolment Form and these Terms contain information about Your rights and obligations, as well as Our obligations and limitations of Our liability to You.

Therefore, it is very important that You read and understand these Terms before You enrol with Us (and where relevant ensure that Your Sponsor is aware of these Terms). You will be bound by the Terms once an Agreement comes into existence. If there is any term that You do not understand or do not wish to agree to, then please discuss it with one of Our staff at the College before submitting Your Enrolment Form.

Please also note that different terms may apply in relation to overseas students, EU and part time students, as well as in relation to different courses. Where specific terms apply, We have identified this on the Enrolment Form or in the Terms.

1. Interpretation

1.1 Definitions in this clause, or as otherwise defined in this document, apply in the Background section above, and in relation to the Terms set out in this document:

Additional Costs	costs payable by You in addition to Your Fees as set out on the Enrolment Form or as otherwise specified in clause 3.6;
Agreement	means the contract that is formed between You and Us for the provision of a Course as set out in clause 2;
CAS	Confirmation of Acceptance for Studies;
Course	means the course or programme of study to be undertaken by You as specified on Your Enrolment Form;
Course Start Date	the date scheduled by Us for commencement of Your Course;
Enrolment Form	Your order to enrol on the Course;
Fees	the tuition fees for Your Course as specified on the Enrolment Form and on our website;
Force Majeure Event	shall have the meaning given in clause 11;
Rules	Means all rules, regulations, policies, codes and LCA procedures relating to Your attendance on performance on and successful completion of the Course as set out in the Student and Course

	Handbooks available when You register for Your Course, on the College website or as We may otherwise notify You in writing or otherwise from time to time;
Sponsor:	Means Your employer or any other third party that has agreed to pay the Fees on Your behalf;
Terms	the terms and conditions set out in this document;
UKVI	United Kingdom Visas and Immigration;
We, Us or Our:	means London College of Accountancy Limited incorporated at Companies House under company number 03914791 whose registered office is located at 19 Charterhouse Street London EC1N 6RA;
You or Your	the person identified in the Enrolment Form applying for a course of study.
Website	www.lca.anglia.ac.uk

2. The Basis of our Agreement

- 2.1 The Enrolment Form (once agreed by Us in accordance with clause 2.5) and these Terms set out the whole Agreement between us. Please check that the details in the Enrolment Form and these Terms are complete and accurate before You commit Yourself to the Agreement. If You think there is a mistake, please make sure that You ask Us to confirm any changes in writing, as We only accept responsibility for statements and representations made in writing by Our authorised employees.
- 2.2 Any descriptions or advertising We issue and any descriptions contained in our catalogues or brochures are issued to provide You with an approximate idea of the courses We provide. They do not form part of the Agreement between You and Us.
- 2.3 If any of these Terms are inconsistent with any term of the Enrolment Form, the Enrolment Form shall prevail.
- 2.4 By submitting Your Enrolment Form to Us:
- 2.4.1 You agree to pay non-refundable administration charges as may be specified on the Enrolment Form, or as otherwise notified by Us to You, and if You require a visa and You have requested a CAS on Your Enrolment Form Our fee for issuing a CAS to you, which is also non-refundable.
- 2.4.2 You offer to enter into a binding Agreement on these Terms, which we are free to accept or decline at Our absolute discretion.
- 2.4.3 You meet the academic and English language entry criteria for the course chosen as stated in Our Prospectus and on our website.

- 2.5 With the exception of the non-refundable administration charges referred to in clause 2.4.1 which shall be payable by You in any event if you ask us to process Your CAS, the Enrolment Form and these Terms will become binding on You and Us when We inform You in writing that You have been accepted on Your Course. We will confirm Your acceptance on Your Course by sending You:
- 2.5.1 a CAS, if You a student that requires a visa and You have applied for one on Your Enrolment Form. Please note that additional terms as set out at clause 6 are applicable to You if require a visa to study and you must read these carefully before completing and submitting Your Enrolment Form;
 - 2.5.2 a confirmation of enrolment letter, if You are a UK or EU student and do not require a visa.
- 2.6 Any error or omission in any information, or document issued, by Us shall be subject to correction by Us provided that correction does not materially affect this Agreement.
- 2.7 You will be subject to the Terms and academic and professional body entry criteria in force at the time that You submit Your Enrolment Form, unless any change to these Terms is required by law or government or regulatory authority or by Us in light of academic review in which case We will notify You of the required change in writing and it will apply to our Agreement. We have the right to revise and amend these Terms from time to time and will give You prior notice of any changes to Our Terms. In the event that any amendment substantially changes the Agreement between Us, You can choose to withdraw from the Course and terminate this Agreement and We will provide You with an appropriate refund.
- 2.8 You accept that LCA collects and processes personal information about you in order to make admission decisions, to provide information and education, for administrative, health, safety, welfare and security reasons as well as to comply with our legal obligations and our obligations to the UKVI and your academic or professional body. Some of the information may, because of its nature, be sensitive personal data. By submitting your Enrolment Form you agree to LCA collecting, processing and where appropriate forwarding that information when it is appropriate to do so. Such information sharing will not without your written permission be transmitted outside the EU.
3. **Payment of Course fees and other costs**
- 3.1 The Fees, the time for payment of the Fees and assessment fees in respect of academic courses are set out on our website and/or in the Enrolment Form, and subject to the foregoing, as set out below. Additional costs which are a result of Your failure in some aspect of assessment are set out below.
 - 3.2 By submitting your Enrolment Form you represent, warrant and undertake that you have sufficient financial resources to cover the Fees and Additional Costs during the period of Your

Course.

- 3.3 By submitting your Enrolment form it is agreed that it is Your intention to be assessed at the next available opportunity by the relevant academic or professional body.
- 3.4 A minimum deposit, or greater sum, as specified on your Enrolment Form is payable on submission of Your Enrolment Form and any balance of Fees is due on registration for Your Course, unless:
- 3.4.1 Your Course is scheduled to be completed in less than one year, in which case the full Fees are payable on submission of Your Enrolment Form;
 - 3.4.2 Your Course is an undergraduate course in which case the difference between the course fee and the deposit due at the time of enrolment is payable in two equal instalments at the commencement of each of the next two academic years at the time of Registering for that academic year.
 - 3.4.3 For postgraduate courses case the difference between the course fee and the deposit due at the time of enrolment is payable by the start of your third semester or start of your final semester, if earlier, of the course You are enrolled upon.
 - 3.4.4 subject to clause 3.7, You notify Us that Your Fees for a part time course will be paid by a Sponsor, in which case We will send Your Sponsor an invoice before the Course Start Date that is payable within 14 days of the Course Start Date.
 - 3.4.5 otherwise specified on the Enrolment Form for Your Course; or
 - 3.4.6 as We may in Our absolute discretion agree otherwise.
- 3.5 The Fees cover the cost of tuition and some associated course materials, namely a Course/Module text and additional learning materials as determined by Us.
- 3.6 In addition to the Fees, you shall also pay the following Additional Costs which will be payable as applicable to either the appropriate professional body or to Us:
- 3.6.1 the costs for registering and maintain your registration with Your professional body which are payable to your professional body. Details of when payments are due are provided by Your professional body.
 - 3.6.2 Examination fees which are payable to your professional body other than Computer Based Examination (CBE) fees which are payable to a CBE Centre at the time of booking the examination. Your professional body will state the date by which examination fees are payable and it is your responsibility to ensure that the professional body receives the fees and credits your account by the due date.
 - 3.6.3 Where You fail a module on your academic course then additional fees will be payable. These additional retake fees with attendance are £750 per undergraduate module and £350 per postgraduate module. These retake fees are effective for students enrolling on our February 2014 pre-sessional courses and on all academic courses starting from May 2014 onwards.

- 3.6.4 any administration fees, including fees:
- (a) to process your CAS;
 - (b) to return Fees paid by You following Your visa refusal
 - (c) of £50 per occasion for any bank charges or other costs incurred by Us if any payment made by You is refused or not properly completed ("Dishonoured Payment")
 - (d) of £50 per occasion for any deferral We may grant You in accordance with clause 6.10;
- 3.6.5 Your accommodation, food or travel;
- 3.6.6 any other costs or expenses that you may incur or need to incur in the course of your studies or in connection with this Agreement.
- 3.7 If You are a part time Student and You have a Sponsor, You must provide Us with a letter from Your Sponsor before the Course Start Date confirming Your Sponsor's agreement to pay Your Fees on Your behalf. You must ensure that Your Sponsor is made aware of these Terms before you submit Your Enrolment Form to Us. You are responsible for the payment of Fees even if a Sponsor has agreed to pay Your Fees. In the event that Your Sponsor fails to pay the Fees, You will be solely responsible for such Fees. Our Agreement shall be with You and not Your Sponsor who shall not be party to this Agreement.
- 3.8 If You are paying from outside the UK, Fees are payable by banker's draft or bank transfer. If You are paying in person at the College, Fees are payable by either banker's draft, cash, cheque, credit or debit card. Payments made by cheque should be made payable to "London College of Accountancy." Where payment is by cheque no Offer letter or Course documentation will be issued until the cheque has been cleared. We charge a non-refundable fee in accordance with clause 3.6.4 (c) above for any Dishonoured Payments. In the event of three or more Dishonoured Payment, We reserve the right to report You to any relevant accrediting or professional body and terminate this Agreement with immediate effect.
- 3.9 The Fees and any Additional Costs listed on the Enrolment Form are, so far as We are aware, correct at the time of publication. You can fix Your Fees and Additional costs (other than those associated with module re-assessment) by paying for the totality of your course and associated fees at the time of Enrolment. In the event that you do not pay all your fees at Enrolment then you will be required to pay any increase in fees during your period of study with Us for that element of your course still to be completed. Such increases in course fees will normally but not exclusively include increases in the UK Retail Price Index, changes in applicable taxation and changes by regulatory bodies.
- 3.10 If You fail to pay Your Fees, any part of Your Fees or any Additional Costs for any reason, We reserve the right (at our discretion) to take one or more the following actions:
- 3.10.1 suspend or exclude You from Your Course;

- 3.10.2 prevent You from registering for Your Course examinations;
- 3.10.3 prohibit You from sitting Your Course examinations;
- 3.10.4 withhold Your exam results or any certificate;
- 3.10.5 undertake legal action against You to recover the Fees and any of Our Additional Costs, which shall include Our reasonable expenses for the costs of taking such an action.
- 3.10.6 We may charge You interest on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with the overdue amount.

4. **Your Obligations**

- 4.1 You must ensure, represent and warrant that all the information provided on Your Enrolment Form or any historical exam results that We ask You to provide to support Your application to enrol with Us is complete, genuine, up-to-date and accurate in all respects and that you meet the academic and English language entry requirements that We have at time to time set for the course you wish to join.
- 4.2 You must be at least 16 years old to be accepted to study with Us. Particular courses have a higher minimum study age which is set out on the relevant Enrolment form.
- 4.3 You are required to register with the relevant academic or professional body and to keep Your registration details up-to-date for the duration of Your Course. You must make satisfactory progress with Your studies, assignments, homework, tests or examinations taken to Our reasonable satisfaction and based on Our reasonable discretion during the course of Our sponsorship of you for UKVI purposes. You are obliged to undertake all tests, assignments, homework and exams connected with Your course of studies and the results of these may be used in assessing your suitability to continue studies with Us.

You are required to:

- 4.3.1 notify Us as soon as possible of any medical condition including pregnancy or any non-emergency health care or medical procedures you may require during the period of the Course prior to submission of Your Enrolment Form and as soon as possible thereafter if this may affect Your ability to fully attend the Course;
- 4.3.2 comply with this Agreement, our Rules, and the reasonable requests of Our employees, authorised contractors or agents;
- 4.3.3 comply with all the requirements for attendance on a Course imposed by law and with all the requirements of Your accrediting or professional body or other applicable third parties. For the avoidance of doubt, this may include criminal

- checks, health checks or other conditions of conduct;
- 4.3.4 Keep us informed of any changes in your Visa status, passport and other such personal information detailed in your most recent Enrolment Form, and always provide us with the latest copy of your UK Residence Permit card and passport;
- 4.3.5 behave professionally and appropriately at all times and in such a manner so as not to:
- (a) cause a nuisance, injury or damage to other persons (in particular, other students, Our employees, authorised contractors, agents or any visitors) or to any of Our property;
 - (b) impede or prevent the provision of any programme for study offered by Us;
 - (c) cause damage to Our reputation.
- 4.4 If You fail to comply with Your obligations under clause 4.3 we will use reasonable endeavours to notify You of such failure and where appropriate arrange a meeting with You. However, We reserve the right to dismiss You with immediate effect from the Course and terminate this Agreement at any time on written notice for failure to comply with Your obligations under clause 4.3, or for any other behaviour which, in Our reasonable discretion, is deemed to be unprofessional, inappropriate or disruptive.
- 4.5 In particular, if an independent medical practitioner acting in their reasonable discretion considers that any medical procedures you notify Us of in accordance with clause 4.3.1 are avoidable or could be undertaken at another time (other than during the period in which the Course is ongoing) then we may terminate this Agreement with You.
- 4.6 You are required to attend Your Course in full. An attendance register or other form of attendance monitoring will be used in each class to provide evidence of attendance. You must complete the Register or other recording device in each class to indicate Your attendance and notify Us immediately if You are unable to attend all or any part of the Course. If Your attendance (regardless of the reason for any absence), in Our reasonable discretion is not of a satisfactory standard, We will provide written notice to You that continued failure to attend the Course may result in Your dismissal from the Course. If, following such notice, Your attendance on the Course in Our reasonable discretion continues to be unsatisfactory, We reserve the right to dismiss You with immediate effect at any time from the Course and terminate this Agreement.
5. **Our Rights and Obligations**
- 5.1 We shall provide an education service with reasonable skill and care.
- 5.2 We reserve the right to make variations to the contents and methods of delivery of, to

discontinue, or to merge or combine courses if We reasonably consider such action necessary. In the event that We discontinue any course or amalgamate courses We will use reasonable endeavours to provide a suitable and acceptable alternative. If any change results in a substantial variation to Your Course, You are entitled to withdraw from the Course and terminate this Agreement and where possible we will arrange an appropriate refund.

6. Visa Requirements

6.1 If You require a student visa in order to study, the following terms in this clause 6 will apply to You. Please read these carefully before submitting Your Enrolment Form to Us.

6.2 You must be a full time student and enrol:

6.2.1 on an approved full-time undergraduate or postgraduate programme;

6.3 You must apply to Us for a CAS by completing the relevant section on Your Enrolment Form and provide Us any documentation We may reasonably request. For the avoidance of doubt, by submitting Your Enrolment Form to Us You Agree to pay non-refundable fees as are specified on Your Enrolment Form or as otherwise may be notified to You, to process Your request for a CAS.

6.4 By submitting Your Enrolment Form, You represent, warrant and undertake that you are entering into this Agreement for the purposes of completing Your Course and not for any other ulterior purposes, including without limitation to seek employment or healthcare during the period of the Course.

6.5 Where You meet the relevant criteria, We will assign You a CAS to enable You to apply for UK entry clearance / leave to remain as a student. For the avoidance of doubt, UKVI grants such applications within its sole discretion and We do not accept any responsibility for the success of any student visa application.

6.6 You must adhere to all principles, rules, regulations and requirements as stipulated by UKVI and by Us regarding student visas (and all others that We stipulate under these Terms). UKVI rules, regulations and requirements are available to read on:

<https://www.gov.uk/tier-4-general-visa>

6.7 You will inform Us immediately if Your visa application is refused. In the event that You do not wish to re-apply for a student visa, We will refund the Fees you have paid to Us less an administration charge of £250 - after 2 Weeks following receipt of a written request by You supported by a copy of Your visa Refusal of Entry Clearance (GV51 (LRA)).

6.8 Once We issue a CAS to You, We do not allow a course transfer except in the instance of visa refusal and your notification to us that you intend to appeal against refusal, or where there is evidence that there is an unavoidable delay in processing the visa. Should You not be able to commence Your studies on the date specified on Your CAS due to a verifiable and acceptable to Us reason then whilst we will seek to accommodate your request to transfer the commencement date of your course we reserve the right to determine the next available study

start date offered, which may not be the one following the date you originally booked upon. You must inform Us of such a delay in receiving Your student visa as soon as possible and in any event no later than two weeks after the Course Start Date.

6.9 We are required or We may decide under our obligations as Your sponsor to provide certain information about You to the UKVI if You do not comply or support our compliance with UKVI principles and rules, including where appropriate, if:

- (a) You fail to complete Your registration within the specified time period; or
- (b) Your overall attendance is not deemed acceptable by Us; or
- (c) there is in Our reasonable discretion a lack of progress in completing Your Course or achieving Your obligations in 4.3 above; or
- (d) You successfully complete Your Course in a shorter period than originally planned; or
- (e) You cancel or We dismiss You from the Course for any reason including failing to achieve Your obligations in 4.3 above; or
- (e) for any other reason at the UKVI 's reasonable request.

6.10 We reserve the right to refuse Your application for deferral if You are in the UK and not attending the Course.

7. **Cancellation Right for Contracts made by Post, Fax and Email**

7.1 If We process Your Enrolment Form by post, fax or email, You are entitled to cancel the Agreement within seven days from the date of acceptance on the Course as notified to You in accordance with clause 2.5. If You decide to cancel the Agreement within this seven day period, You may notify Us by post; fax or email at the contact details provided on Our Website and return unused any documentation provided by Us to you.

7.2 In the event of cancellation in accordance with clause 7.1:

- 7.2.1 We will refund any Fees already paid by You (or by Your Sponsor) to You within 30 days of receiving such notice;
- 7.2.2 Where applicable, You agree to return any benefit You receive as a result of Your enrolment, including any study materials, and will bear all the costs associated with doing so. Should We not be able to re-issue any materials issued to you, due to the condition of the materials, then we will deduct the costs of these materials

from the amount to be refunded to you.

8. Cancellation and Refunds

8.1 Subject to clause 2.4.1, We will refund any Fees paid by You on submission of Your Enrolment Form if We do not accept You on the Course.

8.2 Either party may terminate this Agreement with immediate effect in the event of a material or persistent breach by the other party by providing written notice to the breaching party.

8.3 If the Agreement is terminated:

8.3.1 by You other than in accordance with clause 7 or as a result of Our breach; or

8.3.2 by Us in accordance with clause 8.2;

We can retain from the Fees paid to Us all costs reasonably incurred and losses suffered as a result of such cancellation or termination. Such costs will include the issuing the CAS, the costs of processing your application, £250, payment to Agents and other third parties in assisting in your recruitment to the College, payment to the university for sponsoring your visa, your tuition and assessment to date.

8.4 If you require a student visa and we have issued a CAS to You, the following terms will also apply to You if You cancel the Agreement in accordance with clauses 7 or 8:

8.4.1 We will cancel any CAS We may have issued or, in the event that this is not possible, We will notify the UKVI of Your cancellation;

8.4.2 You represent, warrant and undertake to Us that in such cases You will not proceed with any visa application on the basis of Your initial Enrolment with Us;

8.4.3 the administration costs associated with processing your application and the fee for issuing Your CAS will not be refunded to You in the event of Your cancellation.

9. Information Sharing and Data Protection

9.1 We collect and process Your personal data in order to make admission decisions, to provide education, to provide information to You, for administration, health, safety, welfare and security reasons as well as to comply with Our legal obligations and Our obligations to Your accrediting or professional body and the UKVI. Such information sharing will not without your written permission be transmitted outside the EU.

9.2 Some of the information may, because of its nature, be "sensitive" within the meaning of the Data Protection Act 1988. By signing the Enrolment Form You consent to Us processing and transferring such personal and sensitive personal data for the reasons listed in clause 9.1 above.

9.3 You agree that We may obtain information on your examination performance from Your

academic and professional body in order to ascertain Your assessment performance.

10. Limitation of liability

10.1 Subject to clause 10.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses except for those losses which arise as a result of negligence of the other party and that We or You could reasonably foresee from the failure to comply with these Terms.

10.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to:

- 10.2.1 loss of income or revenue;
- 10.2.2 loss of business;
- 10.2.3 loss of anticipated savings; or
- 10.2.4 loss of data.

However, this clause 10.2 shall not prevent claims for foreseeable loss of, or damage to, physical property caused by either of our negligence.

10.3 The total liability of either party under this Agreement (whether in contract or tort, including negligence) shall not in any event exceed the Fees paid by You or Your Sponsor in respect of the particular Course.

10.4 This clause does not include or limit in any way our liability for:

- 10.4.1 death or personal injury caused by our negligence; or
- 10.4.2 fraud or fraudulent misrepresentation; or
- 10.4.3 any breach of the obligations implied section 2 of the Supply of Goods and Services Act 1982; or
- 10.4.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- 10.4.5 any other matter for which it would be illegal or unlawful for Us to exclude or attempt to exclude our liability.

11. Events outside our control

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

- 11.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- 11.2.1 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - 11.2.2 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - 11.2.3 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - 11.2.4 impossibility of the use of public or private telecommunications networks.
- 11.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and We will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

12. Intellectual property rights

- 12.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that We prepare or produce for You (which shall for the avoidance of doubt include any materials prepared by Our employees, contractors or agents) in connection with the Course will belong to Us, or Our licensors, absolutely.
- 12.2 You may not Use the materials, documents or other items detailed in clause 12.1 for any commercial purpose.

13. General

- 13.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 13.2 If We fail, at any time while these Terms are in force, to insist that You perform any of Your obligations under these Terms, or if We do not exercise any of our rights or remedies under these Terms, that will not mean that We have waived such rights or remedies and will not mean that You do not have to comply with those obligations. If We do waive a default by You that will not mean that We will automatically waive any subsequent default by You. No waiver

by Us of any of these Terms shall be effective unless We expressly say that it is a waiver and We tell You so in writing.

- 13.3 A person who is not party to these Terms (including without limitation Your Sponsor) shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 13.4 These Terms shall be governed by English law and You and We both agree to the non-exclusive jurisdiction of the English courts.

LCA Refund Policy

Section A: Full Time Students

1. Request to refund a credit balance:

- Evidence: Signed request in writing.
- Refund will be made within 2 working weeks of initial request.

2. Full fee paid and then exemptions given:

- Evidence: Official notification of exemptions given.
- For unattended exempted subjects refund £1,200 per undergraduate subject and £400 per postgraduate subject to be paid within 2 working weeks of evidence accepted by LCA¹.

3. Visa refusal for student applying from overseas:

- Evidence required - scanned copy of all pages of visa refusal letter, (if the student is not submitting for an administrative review/appeal to the High Commission); or a “decision of appeal” refusal letter.
- Full refund, without penalty, paid 2 working weeks of receipt of evidence, if the refusal is caused by LCA mal administration.
- Full refund, less £250 administration fee, paid within 2 working weeks of receipt of evidence if cause of visa refusal is student responsibility or for any other reason except on grounds of deception and/or provision of forged/false documents (see below).
- If visa refusal was due to deception and/or provision of forged/false documents by student, then student will forfeit the full deposit for the course and any remaining balance of fees will be paid within 2 working weeks of receipt of evidence.

4. Visa refusal for student applying from the UK:

- Evidence required – all pages of visa refusal letter, (if the student is not submitting for an administrative review of court appeal); or a “decision of appeal” refusal letter plus and a signed statement that the student is returning to their home country.
- Full refund, without penalty, paid within 2 working weeks of receipt of evidence, if the refusal is caused by LCA maladministration.
- Full refund, less £250 administration fee, paid within 2 working weeks of receipt of evidence if cause of visa refusal is student responsibility or for any other reason except on grounds of deception and/or provision of forged/false documents (see below).
- If visa refusal was due to deception and/or provision of forged/false documents by student, then student will forfeit the full deposit for the course and any remaining balance of fees will be paid within 2 working weeks of receipt of evidence.

- If student is attending a course and the visa renewal is refused, then refund any pre-paid unattended periods of study³, less any recruitment costs, less any university sponsor fee, less £250 administration fee, within 2 working weeks of receipt of evidence.

5. Student is issued with a CAS but then decides not to apply for a visa and not currently attending courses:

- Evidence required – letter from UKVI or British High Commission confirming that the student has not applied for a visa or has withdrawn visa application.
- Refund process will begin when UKVI has been notified that CAS has been withdrawn.
- Full refund less £250 administration fee, paid within 2 working weeks of notification.
- If student is attending a course and decides not to apply for a visa with our CAS, then refund any pre-paid complete unattended periods of study³, less £250 administration fee, within 2 working weeks of receipt of evidence.

6. Discontinued student:

- Evidence – notice of discontinuation.
- Pro rata fee refund for any pre-paid complete unattended periods of study³ less any recruitment costs, less any university sponsor fee, within 2 working weeks of discontinuation notification.

7. Student leaves on own accord, (to return home or move to another HEI):

- Evidence required –
 - HEI acceptance letter or
 - one-way air ticket to home country (applicable to non-EU students) or
 - other evidence to support the reason for leaving (applicable to UK/EU students).
- Pro-rata fee refund for any pre-paid complete unattended periods of study³, less £250 administration fee, less any recruitment costs, less any university sponsor fee, within 2 working weeks of receipt of evidence.

8. CAS issued but then cancelled by LCA:

- CAS issued but cancelled by LCA, (change in UKVI regulations/changes to the academic requirements/cancellation of the course or other reasons) before visa is granted:

- Full refund without penalty, within 2 working weeks of notification.

9. Student visa application is delayed:

- If the student visa application is delayed for 6 months or more in British High Commission and student wishes to withdraw²
- Evidence – Letter of confirmation of cancellation by student and confirmation from the British High Commission.
- Full refund, less £250 administration fee, paid within 2 working weeks of notification.

10. Current student is refused CAS:

- If an existing student is refused a CAS by LCA because of poor attendance / lack of progress/ unacceptable English language test score/or other reasons:
- Pro-rata fee refund for any complete unattended periods of study³, less any recruitment costs, less any university sponsor fee, less £150 administration fee, within 2 working weeks of receipt of CAS decision.

11. Student cancels course application and no CAS was issued:

- **at least 2 weeks before the registration date of intended course of study:**
 - Evidence: signed statement of cancellation.
 - Full refund if no CAS or documents have yet been issued by LCA / no study material collected, within 2 working weeks of notification.
- **within 2 weeks before the registration date of intended course of study:**
 - Evidence: signed statement of cancellation.
 - If no CAS or documents have yet been issued by LCA / no study material collected, full refund less administration charge of £250 paid within 2 working weeks of notification.

13. Student who fail to register

- Student who is granted a visa or student who does not require a visa, but fails to register at LCA within the registration deadline;
 - will forfeit the minimum deposit of their course and any recruitment costs.
 - Refund of any excess payment over the minimum deposit will be made within 2 working weeks of a refund request.
- Student will not be admitted to their intended course of study after our registration deadline of their course;
 - they will forfeit their course deposit and any recruitment costs.
 - Any remaining balance of fees will be refunded within 2 working weeks of a refund request.

15. Bank transfer Charges

- Bank Charges for a refund to an overseas bank account will incur a £20 bank charge.

16. The time limit to apply for a refund is 6 months from the commencement date of your intended course of study.

¹ NOTE: There are implications for your visa in these circumstances. The UKVI will be informed and the duration of your visa will be amended accordingly.

² NOTE: This is NOT applicable to “term transfer” students.

³ “Periods of study” is defined as:

An academic year for undergraduate courses;

A semester for postgraduate courses;

Section B: ACCA Part-time students (evening and weekend revision)

1. Student cancels

- Request for a refund will only be accepted before the commencement of the course on the following basis:
 - More than 4 weeks before commencement of course = 100% fees paid will be refunded
 - Between 2 and 4 weeks before commencement of course = 50% fees paid will be refunded
 - Less than 2 weeks before commencement of course = nil refund.