

# 08: WITHDRAWAL FROM THE UNIVERSITY

**Cancellation, Suspension and Liability**

**Academic Year 2019/20**

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# Contents

<b>Introduction</b>	<b>4</b>
<b>Dates</b>	<b>4</b>
<b>student fee liability and liability periods</b>	<b>5</b>
Break in study	6
<b>Cancellation of registration</b>	<b>6</b>
<b>Withdrawal</b>	<b>8</b>
Notification	8
Withdrawing during a break in study	8
Withdrawing following a material change to your course	8
refunds and reduced liability	9
Withdrawing from a course on full time study annual fee	10
Withdrawing from a module on full time study annual fee	10
withdrawing from a course on full time study whole course fee	10
Withdrawing from a module on full time study whole course fee	10
Withdrawing from a course on part time study annual fee	11
Withdrawing from a module on part time study annual fee	11
Withdrawing from a course on part time study module fee	11
Withdrawing from a module on part time study module fee	11
Withdrawing from a course or module before the official start date	12
Withdrawing from an additional module all study modes all fee payment types	12
Withdrawal from a postgraduate research course	12
Distance learners liability for tuition fee	12
Suspension for maternity leave	12
Impact on postgraduate loan funding	12
Being withdrawn for non payment	12

# INTRODUCTION

This annex covers the detailed application of the University withdrawal policy and sets out numerous examples of the way in which fees will be charged for students withdrawing from the university or suspending their studies.

Before withdrawing or suspending students are strongly encouraged to seek Information, Advice and Guidance from a Student Support Advisor. Withdrawing or suspending can affect funding available should a student return to study at a later date. Please refer to our webpages for further information:

<https://www1.uwe.ac.uk/students/academicadvice/suspendtransferorwithdraw/withdrawingfromuwebristol.aspx>

## DATES

The University delivers its teaching in blocks of 12 weeks followed by an assessment period. For most undergraduate courses there are usually two teaching blocks in an academic year.

The maximum length of an academic year varies depending on course, delivery pattern and mode of study.

Some courses teach all year round and are comprised of three teaching blocks.

Postgraduate Research students - PhD, MPhil, DPhil and Professional Doctorate students in the research phase study all year round and there are no teaching blocks. For Professional Doctorate students who are in the taught phase, the number of teaching blocks will vary depending on the course you are studying.

For statutory funding purposes the University is required to split the academic year in to three terms, these do not necessarily have to correspond to the teaching blocks and teaching blocks can cross between terms. These terms are recorded in the Student Finance courses information (referred to by Student Finance as Courses Information).

Similarly an assessment period for one teaching block can take place in the next term e.g. for September starts teaching block 1 is entirely within term 1 but the associated assessment period is in term 2.

There is always a break recorded between terms for these courses.

The University is closed for a week at Christmas and for the Easter weekend, the Christmas and spring breaks are usually used as the breaking points between terms.

Courses that start very late in a calendar year will have their first term recorded as including the Christmas period with a break recorded after the twelfth week of study.

The same pattern is applied to courses starting close to the spring break.

Easter is a moveable holiday and the calendar reflects this; in some years, the standard spring break will be included in the term (the University only being closed for the Easter weekend) and in these cases, a break will follow at the end of the twelfth week of teaching.

Standard terms start on the Monday of the first week and end on the Friday of the last week.

Some courses start their first term on a day other than Monday, in these cases term dates will reflect the actual start date of the course. After the initial start date, all other term dates revert to Monday/Friday start and end dates.

Standard term dates are available at [www.uwe.ac.uk/aboutus/termdates](http://www.uwe.ac.uk/aboutus/termdates)

Standard term dates for fee liability are available at

<http://www1.uwe.ac.uk/students/feesandfunding/payingyourfees/termdatesforfeeliability.asp>  
[X](#)

The University will not raise the fee for credits or a course of study during the course of an academic year.

For courses designated for statutory support from the Student Loans Company (SLC). The University reflects the fee caps determined by the UK Government, undergraduate fees might vary depending on the funding policy set by the UK Government each year.

UK and EU undergraduate students who already have a higher education qualification (regardless of the awarding institution) and who are now studying for an equivalent or lower qualification are unlikely to be entitled to any funding for fees or living costs.

ELQ students who started their course before 2012 may be charged a higher fee than those without a qualification. Students starting from 2012 onwards will be charged the same fees as UK/EU students without qualification. Exemptions to this policy exist and further details can be found at [www.uwe.ac.uk/money](http://www.uwe.ac.uk/money)

## **REGISTRATION AND INTENTION TO REGISTER**

By completing the first stage of online registration, sometimes referred to as provisional registration, students are agreeing to the University's terms and conditions. The University recognises that registration can take place significantly in advance of the start of the course it is essential that students notify the University of a change of intention where they;

- Withdraw before the start of term 1
- Choose not to take up their place or defer to the following year
- Transfer to another institution

Without such notification, the University will assume a student has taken up their place, this may mean a student becomes liable for fees or becomes a debtor. Where the University identifies that a student is not engaging and therefore may not be in attendance every reasonable effort will be taken to contact the student and to verify their registration status.

On this basis, students that are contacted by the University for debt should respond with details of their non attendance. The University will seek to verify non attendance particularly where registration was completed by the student. Where this is verified and the University is satisfied that the student has never been in attendance all fees will be cancelled.

## **STUDENT FEE LIABILITY AND LIABILITY PERIODS**

For the purposes of monitoring student attendance for the collection of fee charges each academic session is divided in to liability periods. Liability periods are aligned to term dates rather than to semester or teaching block dates.

For PhD, MPhil and DPhil students, liability periods are from their start date until their withdrawal date.

All students become liable to pay their full tuition fees from the first day of term on their course subject to the conditions detailed 'Cancellation of Registration' below. For PhD, MPhil and DPhil students this will be the start date stated on their offer letter.

Where students are in receipt of Tuition Fee Loans from Student Finance, their liability is calculated based on how long they remain registered at the University in each academic year. The liability periods are used to calculate any payments due or to be refunded should a student withdraw or suspend studies.

For students not in receipt of a Tuition Fee Loan from Student Finance the liability periods are used to calculate any payments due to be paid or to be refunded should a student withdraw or suspend studies.

For students not in receipt of Tuition Fee Loans from student finance or those choosing to pay their fees themselves, the payment plans offered by the University are not linked to the liability periods and allow students to spread their fee payments over several months.

Students paying by instalments may have completed payment of all of their fees before the start of the third liability period; any withdrawal that takes place before students become liable for full fees will result in a refund being made in accordance with prescribed levels.

Students retain ultimate liability for the payment of their fees, whether invoiced or not, even where they have a sponsorship agreement. If sponsorship is withdrawn or the sponsor defaults on payment, the student is responsible for paying any fees owed. See Annex 02 for details of the arrangements for students in receipt of funding from student finance.

The only exception to this is for students on courses directly commissioned by a third party (e.g. some nursing courses) and where the course registration is at the request of an employer. In such circumstances, where sponsorship is withdrawn or payments default, the student will be withdrawn from the course.

A commissioned course is one where an employer or organisation has contracted the University to supply educational services.

The University has an obligation to monitor and report on Student Finance funded undergraduate students three times a year, at the start of each term. A liability period is a period of time in which a student's entitlement to tuition fee funding from Student Finance increases and therefore the liability for payment of fees accrues; liability periods are aligned to term dates rather than to semester or teaching block dates. This is a Student Finance requirement.

Entitlements and liability come in to force and/or accrues on the first day of each term subject to the conditions detailed in 'Cancellation of Registration' below.

Students are required to arrange for the payment of their fees at registration, see Annex 02.

The University has aligned all of its liability and withdrawal dates for taught students to the same pattern. For consistency and ease of interpretation, the University applies the same liability pattern across all of its taught courses and student groups. The only exception to this is postgraduate research students who study all year round.

A student's liability is calculated based on how long they remain registered at the University in each academic year. The liability periods are used to calculate any payments due or to be refunded should a student withdraw or suspend studies.

Similarly, for students with approved Tuition Fee Loans transferring into the University following registration at a different institution, the University will expect to receive tuition fee funding from the liability period following the transfer.

## **BREAK IN STUDY**

For fee charging, students are permitted a maximum break in study of 2 years before they are reassessed for entitlement to continuing student fees. The 2-year limit may be varied based on the circumstances of individual cases.

Students in receipt of funding from Student Finance should ensure that Student Finance is made aware of all breaks in study, as the University will recognise the final assessment of Student Finance as the definitive reflection of a student's eligibility for funding.

Students progressing from a foundation degree to a top up or end on year are not permitted a break in study greater than the intervening vacation.

## **CANCELLATION OF REGISTRATION**

New students have a right to cancel their contract (registration) with the University within 14 calendar days of the completion of that contract (registration). This applies to all new students registering at the University at the start of the academic year meeting the definition of a new student.

The University has in place this policy to support students' right to 'cancel' their contract within a 14-day 'cooling off' period

Where the completion of contract (registration) results in the 14 day 'cooling off' period overlapping with the start of term and first day of teaching the University will make every effort to seek the student's consent to commence delivery of their course of study.

The University will process a student's registration and the collection of fees as per the terms of the tuition fee policy and Annex 02. For SLC funded students the University will ensure that maintenance funding is available at the earliest opportunity by confirming registration with the SLC see annex 03 for details.

For 14 calendar days from the day after a student completes registration **or** for 14 calendar days from the day after the start of term, whichever is later, a student can withdraw from the University without incurring financial penalty from the University.

At the end of this 'cooling off' period, withdrawal or suspension from the University is subject to the provisions of 'Notification of withdrawal' below.

Notification of a student's intention to withdraw within this 14-calendar day cooling off period must be made **in writing** either by letter or on a 'Cancellation of Registration' form.

It is the student's responsibility to ensure that this notification reaches the University in a timely fashion; usually this will be before the end of the cooling off period or within 1 working day of the end of the cooling off period.

At the very least a student must ensure that any notification to cancel is sent to the University no later than the end of the 14<sup>th</sup> day of the cooling off period.

Students cancelling their registration should retain copies of the letter or 'Cancellation of Registration' form as, should a dispute arise; students may be required to provide copies of their letter or 'Cancellation of Registration' form.

On receipt of a 'Cancellation of Registration' form, a student registration will be withdrawn as though the student was never in attendance and all monies paid to the University to that date will be refunded, in full, within 14 days and any outstanding payment plans closed.

For SLC funded students the University will notify the SLC that the student has withdrawn and should be treated as never having attended. Individual tuition fee liability, payable by a Tuition Fee Loan, will be reduced to nil and the SLC funding record will be closed. The SLC may additionally seek to reclaim any monies paid as part of maintenance support.

Students in receipt of funding from the SLC should notify the SLC that they have withdrawn from the University under the terms of this cooling off period and that fee liability is expected to be reduced to nil.

Students taking a suspension or time out with a start date commencing within the 14-calendar day cooling off period remain registered at the University but fee liability will be reduced to nil.

## WITHDRAWAL

### NOTIFICATION

Students wishing to temporarily suspend or withdraw from their studies before completion must inform the University in writing (unless they have been withdrawn by an Award Board for reasons of academic failure).

Only when this official notification has been received will the withdrawal be processed and University records amended.

**The official withdrawal date will be recorded as the date the University receives the notification of withdrawal (or the date on which the Award Board reached its decision or the date on which the withdrawal is sanctioned/approved by a student support adviser or course leader if this date is clearly communicated).**

To avoid disputes on withdrawal dates, it is recommended that a student submit written notification of withdrawal in person following a discussion with a student support adviser. It is essential that students obtain written confirmation of their date of withdrawal when submitting this notification. If the notification is being sent by post, it is essential that the student keeps proof of postage and a copy of the letter sent.

The University is required to inform UK Visas and Immigration of the withdrawal of UWE students in the UK under a Tier 4 visa. A decision to withdraw will have an impact on UWE's sponsorship of a student and students are therefore recommended to seek advice from the Immigration Advice Service <http://www1.uwe.ac.uk/comingtouwe/internationalstudents/internationalstudentsupport/studentvisasupportservice.aspx> in these circumstances.

All written notifications of withdrawal sent to the University should be addressed to the relevant contacts <http://info.uwe.ac.uk/myuwe/registration-contacts.asp>



Postgraduate research students must apply for withdrawal through their respective Faculty Research Degree Committee.

## WITHDRAWING DURING A BREAK IN STUDY

Students who fully withdraw during break in study will have their withdrawal date set as the date at which the break in study began and that they therefore ceased to be recorded as in attendance at the University. This applies in cases where the withdrawal is actioned in relation to a student claiming an interim award.

Students who fully withdraw during break in study where the break in study is longer than 1 academic year and where the withdrawal is within the academic year following or subsequent to the academic year in which the break in study commenced will have their withdrawal date set as the first day of the academic year in which the withdrawal takes place. The students will remain suspended for the year in which the break in study began and that they therefore ceased to be recorded as in attendance at the University. This applies in cases where the withdrawal is actioned in relation to a student claiming an interim award.

## WITHDRAWING FOLLOWING A MATERIAL CHANGE TO YOUR COURSE

There may be circumstances where the University is required to make a material change to your course, in such cases, you will be given details of the change and how it affects you. If necessary, the University will explore options for transferring to another course or institution. If no satisfactory agreement can be reached, you can withdraw from your course. Notification must be in writing according to the requirements in the 'Notification of Withdrawal' section above for students affected by a material change to their course who have engaged with the University to find appropriate alternatives a full refund will be offered if no agreement is reached.

## REFUNDS AND REDUCED LIABILITY

Cancellation by the University of a course or module will generate an automatic full reduction of tuition fees if there are no suitable alternative modules or course to which the student can transfer. If suitable alternatives are available, agreement will be sought from the student before any transfer is made.

Where a student wishes to withdraw from their course part way through the academic year for whatever reason, subject to a student observing the procedure for withdrawal, the University will adjust the liability for tuition fees, or refund tuition fees already paid based on the following calculation:

**Table 1**

<b>Student withdraws during:</b>	<b>Fee liability</b>
Term 1 (from the first day of term 1 but before the start of term 2)	25% of full fees
Term 2 (from the first day of term 2 but before the start of term 3)	50% of full fees
Term 3 (from the first day of term 3)	Full fees

Any request for a refund or reduced liability of tuition fees will be calculated from the official withdrawal date.

Postgraduate research students who study all year round will be refunded to the day that official notification of withdrawal is received.

The University does not refund monies to students that they are not liable for or have not paid but that are accounted for on the student record in the form of fee reductions,

scholarships or bursaries. Refunds to students holding such reductions (as recorded on the student record) will have any fee refund calculated on the balance of fees actually paid or due to be paid by them.

Where students have paid a deposit, for example as a new international student, this is non-refundable (see 01; Deposits Scholarships Discounts and Bursaries). The calculation of fee liability in the case of withdrawal is based on the full tuition fee, including any deposit but after taking into account any scholarships, bursaries or fee reductions.

Where students have paid a non-refundable deposit the liability for tuition fees is calculated on the balance of fees due or paid after taking into account and deducting the deposit and any scholarships and bursaries and in accordance with the reduction in fees policy. The reduction on the balance will be in accordance with the table above

There is no reduction in fees in respect of module(s) where the credit has been awarded, or recommended, following the completion of the process of assessing a claim for Prior Experiential Learning (PEL).

Students who commenced study prior to 2006/07 (and are charged under the old fee arrangements, circa £1,300) should contact [fees@uwe.ac.uk](mailto:fees@uwe.ac.uk) to discuss their fee liability if they choose to withdraw.

A refund in excess of the prescribed levels will be considered only if a withdrawal is due to serious and unforeseen exceptional circumstances. Students in such circumstances should seek advice from a [student adviser](#).

## **WITHDRAWING FROM A COURSE ON FULL TIME STUDY ANNUAL FEE.**

The following fee liability applies to all students undertaking study that is full-time for one or more academic years where fees are charged by academic year reductions will be calculated in accordance Table 1, above.

For full time students withdrawing from their course of study, the reduction in fees applies regardless of the mix of module lengths associated with the course.

## **WITHDRAWING FROM A MODULE ON FULL TIME STUDY ANNUAL FEE**

The following fee liability applies to all students undertaking study on a full time course that is charged per year and withdrawing from a module and the module length is between one teaching block (normally 15 weeks or less) and 1 year (or more) reductions will be calculated in accordance with Table 1, above.

There is no fee reduction if the duration of a module is one teaching block (normally 15 weeks or less) and withdrawal takes place after the official start date of the module.

If a student is withdrawing from a number of modules, the reduction in fees for each module will be calculated according to the specific duration of that module and the date of withdrawal.

The only exception to this is postgraduate research students

## **WITHDRAWING FROM A COURSE ON FULL TIME STUDY WHOLE COURSE FEE.**

The following fee liability applies to all students undertaking study that is full-time for one or more academic years where fees are charged for the whole course at the start of the first year, reductions will be calculated in accordance with Table 1, above.

For full time students withdrawing from their course of study, the reduction in fees applies regardless of the mix of module lengths associated with the course.

For some courses that span more than one academic years the full fee liability may become due before the start date of one or more modules. In such cases if the start date of all modules has passed, there will be no reduction in fees.

If the start date of one or more modules has not been reached and the withdrawal will prevent the student from starting the module the fees for the module will be refunded

## **WITHDRAWING FROM A MODULE ON FULL TIME STUDY WHOLE COURSE FEE**

The following fee liability applies to all students undertaking study that is on a full time course charged for the whole course and withdrawing from a module and the module length is between one teaching block (normally 15 weeks or less) and 1 year (or more), reductions will be calculated in accordance with Table 1, above.

There is no fee reduction if the duration of a module is one teaching block (normally 15 weeks or less) and withdrawal takes place after the official start date of the module.

If a student is withdrawing from a number of modules, the reduction in fees for each module will be calculated according to the specific duration of that module and the date of withdrawal.

If a student is withdrawing from a module that has not yet started the module fee will be refunded in full

## **WITHDRAWING FROM A COURSE ON PART TIME STUDY ANNUAL FEE**

The following fee liability applies to all students undertaking study that is part-time where the fees are charged by academic year and the module length is greater than one teaching block (normally 15 weeks or less) and up to 1 year (or more), reductions will be calculated in accordance with Table 1, above.

There is no fee reduction if the duration of a module is one teaching block (normally 15 weeks or less) and withdrawal takes place after the official start date of the module.

## **WITHDRAWING FROM A MODULE ON PART TIME STUDY ANNUAL FEE**

The following fee liability applies to all students undertaking study that is part-time lasting for one or more academic years where fees are charged by academic year.

Where the module length is greater than one teaching block (normally 15 weeks or less) and up to 1 year (or more), the fees will be reduced as set out in the table below, reductions will be calculated in accordance with Table 1, above.

There is no fee reduction if the duration of a module is one teaching block (normally 15 weeks or less) and withdrawal takes place after the official start date of the module.

## **WITHDRAWING FROM A COURSE ON PART TIME STUDY MODULE FEE**

The following fee liability applies to all students undertaking study that is part-time lasting for one or more academic years where fees are charged per module, reductions will be calculated in accordance with Table 1, above.

If the start date of one or more modules has not been reached and the withdrawal will prevent the student from starting the module the fees for the module will be refunded or will not be charged.

## **WITHDRAWING FROM A MODULE ON PART TIME STUDY MODULE FEE**

The following fee liability applies to all students undertaking study that is part-time lasting for one or more academic years where fees are charged per module and the module length is between one teaching block (normally 15 weeks or less) and 1 year (or more), reductions will be calculated in accordance with Table 1, above. Based on the date of withdrawal from the module.

There is no fee reduction if the duration of a module is one teaching block (normally 15 weeks or less) and withdrawal takes place after the official start date of the module.

Withdrawal from any module, regardless of its duration, before the official start date of the module receives a full refund of the module fee (if already paid) or the cancellation of a requirement to pay (if fees not paid).

## **WITHDRAWAL FROM A COURSE OR MODULE BEFORE THE OFFICIAL START DATE**

Withdrawal from any module, regardless of its duration, before the official start date of the module receives a full refund of the module fee (if already paid) or the cancellation of a requirement to pay (if fees not paid).

## **WITHDRAWING FROM AN ADDITIONAL MODULE ALL STUDY MODES ALL FEE PAYMENT TYPES**

If a student has registered for an additional module and a fee has been raised students opting to withdraw from the additional module only should be charged as follows;

There is no fee reduction if the duration of a module is one teaching block (normally 15 weeks or less) and withdrawal takes place after the official start date of the module.

Where the module length is greater than one teaching block (normally 15 weeks or less) and up to 1 year (or more), the fees will be reduced as set out in the table below, reductions will be calculated in accordance with Table 1, above.

Where no fee has been raised for the modules, no refund will be due.

## **WITHDRAWING FROM A POSTGRADUATE RESEARCH COURSE**

The following fee liability applies to all students undertaking a postgraduate research course (PhD, MPhil, DPhil, and Professional Doctorate).

A student is liable for fee from the official start date stated on their offer letter to the date of withdrawal, confirmed in writing to the Graduate School by the student.

Postgraduate research degrees are full fee courses; therefore, there is no refund for individual modules. If a student is withdrawing/or being withdrawn from the course a student will be refunded any payments made after the date of withdrawal.

## **DISTANCE LEARNERS LIABILITY FOR TUITION FEES**

Using the total number of week's annual course duration for study liability is determined on the number of weeks since course start date, liability is as follows:

<b>Student withdraws during:</b>		<b>Fee liability</b>
'Term' 1	During the first third of the annual course duration	25% of full fees
'Term' 2	During the second third of the annual course duration	50% of full fees
'Term' 3	During the third third of the annual course duration	Full fees

## **SUSPENSION FOR MATERNITY LEAVE**

Separate arrangements are in place for calculating fee liability for students needing to temporarily suspend their studies as maternity leave or due to disability. Further details are on the University website at [www.uwe.ac.uk/aboutus/policies](http://www.uwe.ac.uk/aboutus/policies)

## **IMPACT ON POSTGRADUATE LOAN FUNDING**

Students in receipt of a postgraduate loan will cease to be eligible to receive further payments that may be scheduled if the payment date is after they officially withdraw from the University. Students should be aware that if their withdrawal date is retrospective they would become liable to repay any loan amount paid to them after the date of withdrawal. See 03a; Postgraduate Loans, for full details of the PGL.

## **BEING WITHDRAWN FOR NON PAYMENT**

The University will make every effort to engage with students that fall in to debt with the University during the course of the year. Students that do not pay or make arrangements to pay or clear debts to the University in regard tuition fees may be withdrawn from the University for failure to pay as per the terms and conditions of their registration. Further details regarding the management of debt can be found in the Student Tuition Fee Debt Policy.