

## Withdrawal and Deferral Policy

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This policy applies after expiry of, and is without prejudice to, a student's statutory right to cancel their contract within 14 days of acceptance of the offered place.

It applies where a student chooses to withdraw or defer. Christie's Education's right to withdraw or suspend a student is covered elsewhere.

### Withdrawal before commencement of studies

1. If you wish to withdraw from your place on a programme at Christie's Education after expiry of the statutory cancellation period but before commencement of your studies, please inform Christie's Education of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email). Christie's Education is happy to receive notification of withdrawal by email addressed to [applicationsUK@christies.edu](mailto:applicationsUK@christies.edu)
2. If the reason you seek to withdraw from your place on a programme is due to a visa refusal, you must provide a full copy of the refusal to Christie's Education. Where possible, Christie's Education will assist you with applying for a second CAS either for the current academic year (if there is sufficient time) or for the following academic year. Where the grounds of refusal for the initial application mean a second CAS is unlikely to succeed or there is insufficient time to apply for a second CAS for the current academic year and you do not wish to reapply for the following academic year, Christie's Education may agree to refund your deposit and any other sums already paid, provided Christie's Education is satisfied that the initial visa refusal was not a result of a misleading application or previous non-compliant behaviour such as:
  - Failure to declare academic history in the UK;
  - Undeclared previous visa refusals either with Christie's Education or other sponsors;
  - Deception used in an application;
  - Failure to declare any information that might change the outcome of the application;
  - Insufficient financial funds;
  - Previous breach of visa conditions; or
  - Any other circumstance that was not declared at the point of CAS issuance that has subsequently been deemed to contravene Christie's Education's responsibilities and Home Office policy guidance.
3. Where withdrawal is due to extenuating circumstances (see the Extenuating Circumstances Procedure for examples) of what may constitute an extenuating circumstance, a student may exceptionally request a refund of the deposit and any tuition fees already paid. The student must provide all relevant information in support of their request and the decision whether to grant the refund will be at the discretion of the Senior Management Team.

4. Christie's Education will not refund any deposit received from you where you withdraw for reasons unrelated to a visa refusal (see paragraph 2 above) or extenuating circumstances (see paragraph 3 above)]. In addition to losing your deposit, if you withdraw after 1 September you will be obliged to pay the first term's tuition fees, but Christie's Education will refund your tuition fees relating to subsequent terms.

#### **Withdrawal after commencement of studies**

5. Students wishing to withdraw from their programme of study after its commencement must give notice of their intention to withdraw in writing addressed to the Director of Registry and Student Services stating the reasons for wishing to withdraw and providing any supporting documentation.
6. Christie's Education will not refund any tuition fees relating to terms already completed or in progress at the time the intention to withdraw is communicated.
7. If the notice to withdraw is received by Christie's Education more than 4 weeks before the start of the next immediate term of the student's programme, the student will be entitled to a refund of any tuition fees already paid for the next immediate term and any subsequent terms. If the notice to withdraw is received less than 4 weeks before the start of the next immediate term, Christie's Education will not refund the tuition fees relating to the next immediate term, but will refund tuition fees relating to subsequent terms.
8. Where withdrawal is due to extenuating circumstances (see the Extenuating Circumstances Procedure) the student may exceptionally request a refund of tuition fees relating to parts of the current term after the communication of withdrawal and/or any next immediate terms where less than 4 weeks' notice of withdrawal has been given. The student must provide all relevant information in support of their request and the decision whether to grant the refund will be at the discretion of the Senior Management Team.

#### **Deferral before and after commencement of studies**

9. In exceptional circumstances, it may be possible for a student to defer their place on a programme until an equivalent time in the next academic year.
10. The application to defer may be made by the student at any stage before or during the programme by writing to the Director of Registry and Student Services explaining the reason for deferral.
11. The decision to grant or refuse the deferral application shall be at the sole discretion of the Senior Management Team of Christie's Education and subject to meeting the rules and regulations of the Open University. Please also refer to the Extenuating Circumstances Procedure, which contains a non-exhaustive list of circumstances that may be accepted as exceptional circumstances for the purposes of deferral. The Director of Registry and Student Services will confirm the outcome of the deferral request in writing.
12. In the event that the deferral is granted the student will be liable for the difference in the level of tuition fees that may occur from year to year plus an administration fee of £50.
13. Any further fees due to Christie's Education in respect of the next academic year in which the student wishes to recommence their studies must be paid by the 1st September prior to that academic year.

14. If you have deferred your studies it is your responsibility to ensure that Christie's Education is informed when you will return to study and to make sure you re-enrol at the appropriate time.

#### **General**

15. All data provided by a student in relation to a withdrawal or referral (such as visa information or medical information) will be held by Christie's Education in accordance with its privacy notice.
16. Where a refund of a student's deposit and/or tuition fees is given, Christie's Education will make the reimbursement without undue delay, to the person who originally made payment, using the same means of payment used for the initial transaction.