

# **Refund and Withdrawal Policy**

### 1. Student Categories

The Refund and Withdrawal Policy applies to all new students from November 2019. All students enrolled before November 2019 will have refunds and withdrawals administered in accordance with the 2015 policy.

### 2. Relevant Dates

The enrolment date is the 1 December 2019 before you commence studying in 2020 and 1 November in the year before you commence studying in all subsequent years. The date of withdrawal will be the date at which a completed withdrawal form is authorised by the Head of Education or nominee. It is the student's responsibility to notify ACLT of their withdrawal at the point at which they leave the course.

### 3. Withdrawal

Students who completely withdraw from the course are not expected to return to their course and shall receive a refund as set out in section 4, below.

ACLT's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Once you have accepted the offer of a place on an ACLT course and you receive the invoice for the forthcoming academic year you have the right to cancel your acceptance by informing ACLT in writing within 14 calendar days after receipt of the invoice. If you cancel within this period you will be entitled to a refund of any deposit/fees which you have paid. If you cancel after this period ACLT retains the right to charge a proportion of the annual course fee as indicated in section 4 below.

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### 4. Fee Refund Calculation

Fees shall be refunded to the source (person or organisation) paying the fees and not to any third party. A refund can only be calculated once a withdrawal is actioned on the student's record within ACLT's administration systems, which can only occur following the completion of the necessary withdrawal process.

Refunds will be calculated based on the elements of the academic year that have not been started, including unit fees (less exemption discount if applicable), exam fees and seminar fees.

Refunds will not be issued for the administration fees paid on application; this includes administration fees where applications are made for exemptions.

Refunds will not be issued for any modules that have been started.

#### 5. Fee Breakdown

Each academic year students will pay the following:

Compulsory seminar	£300
Revision seminar	£100
Exam	£300

In addition, students will pay the relevant unit fees which are broken down as follows:

#### Unit 1 Fees

Module	Credit Value	Fee for module
Introduction to Law and Practice	10	£300
Contract and Costs	10	£300
Tort and Costs	10	£300
Land Law and Costs	5	£150

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Family Law and Costs	5	£150
Criminal Law and Costs	5	£150
Company and Commercial and Costs	5	£150
Professional Development Planning	5	£150

#### **Unit 2 Fees**

Module	Credit Value	Fee for module
Professional Ethics	10	£300
Advocacy and Negotiation	10	£300
Civil Procedure	10	£300
Professional Development Planning	5	£150
Legal Accounts	5	£150
Personal Injury/Clinical Negligence and Costs	5	£150

#### **Unit 3 Fees**

Module	Credit Value	Fee for module
Civil Procedure (Advanced)	20	£600
Lawyer and Client Costs	10	£300
Costs in Special Courts	10	£300
Business Management	20	£600
Funding (Legal Aid and Other)	15	£450
Costs Pleadings	15	£450

VAT is chargeable on the fees payable.

In accordance with Rule 9 of the <u>Costs Lawyers Standards Board Trainee Costs Lawyer Training Rules 2020</u>, where exemptions are applied ACLT will apply a

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reduction of 15% per exempted module on the applicable unit fees. Where all 6 modules in a unit are exempted no fee will be payable to ACLT for that unit.

### 6. Postponements/Interruption of Studies

Students who postpone their studies with ACLT are, by definition, expected to return. Refunds will not be issued for postponements and any resulting fee credit will remain on account and be carried forward to the following year to count towards further fees charged.

Upon enrolment the following year, the student will then be expected to pay the fees at the fee rate applicable to that year of study. If the student returns for the full academic year, they will be charged in full at the new rate. Any fee credit carried forward from the previous year will be used as a discount to reduce the fee liability.

Where a student postpones part way through a module and returns to study the following year to study the same module again, the student will be charged in full for the module. Students will not be charged again for any modules that they have paid for the previous academic year but not commenced studying towards at the point of postponement. Students will also be charged for additional modules attempted in the return year of study.

Before returning to the course, it is the student's responsibility to make the necessary arrangements with ACLT (aclt@lawcabs.ac.uk) including confirming their intended return date and module selection. ACLT will then ensure that the correct fee is charged for the student when returning to study.

Students who postpone/interrupt their studies remain liable to pay any outstanding fees due to ACLT (see 6 below) and re-enrolment will not be permitted until outstanding fees have been paid.

### 6. Fee Obligation

Once a fee refund has been calculated, the fee obligation shall remain and shall be pursued by ACLT or its collection agents.

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# 7. Mitigating Circumstances

In addition to the mechanism for fee refunds set out in section 4, above, consideration shall be given to making substantial refunds to students who have to withdraw due to exceptional mitigating circumstances. ACLT shall consider each case on merit, however, please be aware that academic and financial difficulties are not normally regarded as acceptable reasons for any refund.

Such cases must be submitted to the Head of Education.

### 8. Retrospective Withdrawals/Postponements

Retrospective withdrawals/postponements shall not be permitted. Should there be exceptional mitigating circumstances which meant it was not possible to notify ACLT at the correct time, please refer to section 7, above.

# 9. Blocking and Exclusion

At the time of progression or award if the student is outstanding monies to ACLT they will be excluded and results or enrolment will be with held until payment has been received.