

Fee Payments, Debt Collection & Refunds Policy

This policy is applicable to all of Emil Dale Academy's students who participate in the Private Sector hours and Gap Year programmes at Emil Dale Academy on the full-time courses.

This policy does not govern the degree provision with the University of Bedfordshire or the BTEC programme with Knights Templar which is governed by a separate contract between us. For the purposes of such programmes of study students are enrolled as the University of Bedfordshire or Knights Templar students as the case may be. We work in partnership with the University of Bedfordshire and Knights Templar in respect of the delivery of their programmes of study. Therefore, any monies used to pay for those respective courses and paid directly to those partners will require students and their families to follow the applicable refund policies through those institutions.

All courses at Emil Dale Academy have fees attached to them which cover private sector hours. All fees are inclusive of VAT (VAT number: 136080728)



Important Information

Partnerships

Emil Dale Academy works in partnership with The Knights Templar School in Baldock for the BTEC Level 3 Extended Diploma in Performing Arts (musical theatre), and The University of Bedfordshire for the BA Hons Musical Theatre Degree.

How do courses and partnerships work at Emil Dale Academy?

Emil Dale Academy has formal partnership agreements with their partners.

EDA acts as a subcontractor to those partners. This means EDA delivers the teaching of the relevant qualification (BTEC or Degree) and they are a study centre of the partner. The partners are responsible for ensuring quality of the courses offered at EDA and they validate the qualifications. The students in turn receive benefits of being enrolled and registered as students of the relevant institution.

Essentially, EDA is a remote campus of each partner for the relevant qualification. Any fees associated with each qualification are paid directly to Knights Templar or the University of Bedfordshire, and they then provide a percentage of this to EDA for the teaching of the course.

For students of Knights Templar, there is a government provision paid directly to Knights Templar which the student is automatically entitled to. There is no need to apply for this; this money is paid directly to Knights Templar from the government.

For students of the University of Bedfordshire, the national standard of fees is applicable to be paid directly to the University of £9250 per academic year. Students have to arrange this payment themselves, and this can be done either privately (self-funded) or through the Student Loan Company accessible to them (*note there are different student loan companies to apply to depending on whether you reside in England, Scotland, Wales or Northern Ireland). If fees are being paid by a relative or friend of the student this is not considered as a formal sponsorship. In this instance a student will be regarded as self-financing.

Once the University receives this, again they retain a percentage of this money and a percentage is paid to EDA to deliver the degree course.

In addition to the qualifications offered, EDA offers a range of Private Sector Hours which wrap-around the qualification units and classes.

What are Private Sector Hours?

At Emil Dale Academy, the three courses offered are:

- 1 Year Gap Year
- 2 Year Programme with BTEC Level Three Extended Diploma in Performing Arts (Musical Theatre) (Sixth Form Equivalent)
- 3 Year Programme with BA Hons Musical Theatre Degree

The Gap Year Programme is a fully private programme with no formal qualification that forms part of the provision. Therefore the entire programme is Private.

The 2 Year Programme offers a BTEC Level Three Extended Diploma in Performing Arts (musical Theatre) qualification which is taken in partnership with The Knights Templar School, Baldock. For these specific classes and units that each student is enrolled in, they do so as students of The Knights Templar School. In

addition to the BTEC-specific classes and units, there are additional classes offered within this programme which are private sector classes and do not contribute to the BTEC qualification. This means that you do not have to complete these classes to complete the BTEC qualification.

The 3 Year Programme offers a BA Hons in Musical Theatre which is taken in partnership with The University of Bedfordshire. For these specific classes and units that each student is enrolled in, they do so as students of the University of Bedfordshire and as such are governed by their policies and procedures for these specific units. In addition to the degree-specific classes and units, there are additional classes offered within this programme which are private sector classes and do not contribute to the degree qualification. This means that you do not have to complete these classes to complete the degree qualification.

The reason for these Private Sector Hours is that both the BTEC qualification and Degree qualification do not provide all of the skills required for a career in the demanding and competitive industry of musical theatre. These additional skills will enable students to audition for higher education courses from the BTEC, and audition for professional work with skills needed for a career in musical theatre.

For the avoidance of doubt, if a student is on the 2 Year programme, they will be registered as a Knights Templar Student for the BTEC qualification, and if they are on the 3 Year programme they will be registered as University of Bedfordshire students for the degree qualification. For all other classes that they participate in, they are EDA students taking the private classes.

Fees for Private Sector Hours

Below the fee payments applicable to each of the three full-time courses available at Emil Dale Academy.

Gap Year: £5995 per academic year*

The Gap Year is a fully private course. This means the fee payable to EDA covers all classes and services offered on the course.

Sixth Form (BTEC): £4200 per academic year for private sector hours*

Through our partnership with the Knights Templar School, Baldock, students are able to achieve a BTEC Level 3 National Extended Diploma in Performing Arts Practice (Musical Theatre).

In addition, Emil Dale Academy offers a range of additional private sector hours to provide exposure to professional musical performance and to enhance opportunities for your career. These hours are associated with a £4,200 charge per academic year.

The private sector hours do not form part of the BTEC qualification and therefore are not mandatory in order to gain the full qualification.

Degree: £3000 per academic year for private sector hours*

The fees for studying the BA (Hons) programme in partnership with the University of Bedfordshire are £9,250 per year. This covers all of the education and support required to complete the University of Bedfordshire degree programme. This can be paid through a student loan scheme, or privately, and is paid directly to the University of Bedfordshire.

In addition, Emil Dale Academy offers a range of additional private sector hours to provide exposure to professional musical performance and to enhance opportunities for your career. These are associated with an additional £3,000 charge per year.

Acceptance of Place & Cooling Off Period

Students will be offered a place at Emil Dale Academy either by way of an offer box or pack in the post, or via email. In order to secure their place, they will be required to pay a £350 deposit within a specific time frame (detailed in the letter).

Upon paying the deposit, students will enter a contract with EDA that ensures EDA will guarantee them a place on the course that they have successfully auditioned for. This payment also is a confirmation that that student accepts the terms and conditions of EDA.

EDA reserves the right to amend or withdraw an offer where:

- (a) you do not meet the conditional offer of a place;
- (b) it comes to our attention that you (or party authorised to act on behalf of you) provides fraudulent or false information, or has not disclosed information that would affect the decision of EDA to offer a place to you;
- (c) it is considered on justifiable grounds that you are unsuitable for a place on a particular programme according to your individual circumstances, in particular where you have failed to abide by our rules and regulations;
- (d) you do not accept your offer within the specified time period set out in your offer letter.

After you have accepted a guaranteed place to study with us, you will have a 14-day cooling off period from the date we receive your acceptance. If you wish to decline your offer of the place during the 14 days, you must notify the EDA Office, setting out in writing your decision to withdraw. Any payments you have already made to us will be refunded to you within this 14 days.

If your programme of study starts before the end of your 14-day cooling off period, you may still cancel your place on your programme of study. However, as we will have already started to provide our services to you, we reserve the right to deduct from any refund or deposit a fair amount to reflect the services we have already provided to you, to the date you notified us of your wish to withdraw from programme of study.

You are permitted to withdraw from your programme of study at any time and for any reason after your cooling off period, but you should remember that any fees or fines outstanding must still be paid. On withdrawing from a programme, registration is terminated.

Invoicing and Payment

For private sector hours, the offer letter will set out the details of the fees applicable to your programme of study. Fees are inclusive of VAT. The details of what is included within the fee are set out in your offer letter.

Payment milestones

Students will receive details of payment milestones in their offer pack including dates of payment, amounts of each dated payment and how to pay.

Receipt of Invoices

Each student/ nominated fee payer will receive an invoice within 1 month before the first payment date, and will receive monthly emails with their updated invoice until such a point that the invoice is paid in full.

Fee Payment Terms

- (a) Fee and funding details are based on the start date of your programme of study as set out in your offer letter.
- (b) Our fees may increase each year due to inflationary and other pressures. You are advised to check the fee for each year of your programme of study.
- (c) You will be expected to pay your fees in accordance with payment due dates set out in your offer pack, unless you have come to a formal arrangement with us in writing to pay in more regular instalments or have a pre-agreed payment plan. You are expected to have made adequate provision for the payment of your fees before arriving at EDA to study.
- (d) You should carefully note that the fee will not include charges for uniforms, kits, accommodation or subsistence costs, extensions to your programme, travel, field trips, visa costs, any applicable travel and medical insurance for placements or travel overseas, personal expenses, or other expenses that are related to your programme. **Please be aware there are additional costs (in addition to the fees payable for the programme of study) associated with being a student including uniform and equipment that is necessary for participation on your programme of study. Please contact the EDA Office for further details.**
- (e) It is your responsibility to make sure that the fees, deposit (if applicable), or other expenses relating to your programme are paid in full and on time. **If you do not keep up with your payments, you may not be allowed to progress on your programme of study, and it may lead to your withdrawal.** EDA may also take legal action against you to recover any unpaid fees or costs. Penalties for non-payment are set out on the EDA website.
- (f) If you withdraw from or interrupt your programme of study after it starts, you may be liable to pay the fees. Details are set out in our Refund Policy.
- (g) All fees must be kept up to date. There are different options for paying fees such as monthly, termly, half-yearly or annually. The payment plan milestones must be adhered to. Late fee payments may result in an administration fee being added to your account in accordance with our Debt Collection Policy.
- (h) If you choose to apply for financial support privately to outside government or aid agencies to support the payment of our fees, this will not be accepted as a reason for any delay in paying the due fees to us.
- (i) If you do not keep up to date with payments this will affect your participation in productions and could impact your place on your programme of study entirely.
- (j) No sibling discounts apply.
- (k) **In the event that face-to-face/ studio teaching is not possible (for example, in the event of a COVID-19 local or central government regulation or restriction), we reserve the right to**

teach lessons online. There will be no break or reduction in fees should an event of this nature occur.

- (l) The deposit is non-refundable unless a place is not granted to you and subject to your cooling-off rights as provided for earlier in this Contract.
- (m) We cannot accept liability for a payment not reaching our bank account due to you quoting an incorrect account number or incorrect personal details. We do not accept liability if payment is refused or declined by the bank or credit/debit card supplier for any reason. If the card supplier declines payment, we are under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.
- (n) If you foresee any reason that fees cannot be paid on time, you advise you to contact the accounts department immediately by **telephone 01462 677808** or **email accounts@emildale.co.uk** with 'FAO Ann – {student name} FEES' in the title. All fee issues will be confidential.
- (o) We reserve the right to request upfront payment of fees in the event that fee payments are frequently made late or are missed.
- (p) A nominated email address must be given for all fee notifications to be sent to. It is your responsibility to check this email address regularly.
- (q) An up to date invoice will be issued monthly in advance of the next payment milestone; it is your responsibility to review the invoice to ensure the correct payment values/ dates have been captured on your account.
- (r) If you are paying termly/ half yearly or annually you will continue to receive a monthly invoice until the invoice is paid in full.
- (s) You will be notified via email of late payments. In the event of more than two (2) missed payments, you will be immediately excluded from classes until payment has been cleared. EDA reserves the right to not teach any student who is not up to date with their fees.

Payment Methods

At the time of issue of this policy, EDA accepts payment by BACS or all major credit/debit card (except AmEx).

BACS details are:

Emil Dale School of Performing Arts

Sort Code: 20-05-74

Account Number: 13969789

Card payments can be made over the phone by calling 01462 677808 or in person at Reception during working hours (normally 9am - 5pm, Monday - Friday). EDA cannot be liable for late fee payments if you are unable to contact or make payment during working hours.

Debt Collection

If a student fails to pay their tuition fees on time, various services such as access to tutorials, library services or rehearsal space/studio bookings may be withdrawn and their enrolment may be terminated.

If a student is unable to pay any fees or charges by the appropriate due date, they should contact EDA at the earliest opportunity by emailing accounts@emildale.co.uk.

If the financial circumstances of a student change after they start their course then EDA may be able to agree an instalment plan. Please note that documentary evidence to support a request will be required before it can be considered.

Returning students with debt

Students with outstanding tuition fee debts from a previous academic year are not permitted to re- enrol. All tuition fee debts must be paid in full before a student is able to return to undertake another year of study.

Late payment charges

EDA reserves the right to add a 10% administration charge to your invoice for late payment. Late payment constitutes any payment made after the payment milestone dates listed in your offer letter. The 10% administration fee will depend on which payment option you have chosen (listed in your offer letter).

EDA reserves the right to chase and request fee payments as appropriate.

If fees are not paid on time, EDA also reserves the right to refuse a student entry into classes until such a time that fees are paid.

In the event that payments continually are not made, EDA reserves the right to request upfront payment of fees.

If fee payments are still not met, EDA may enlist a debt collection agency on their behalf to retrieve fees, or seek legal representation for fee debt recovery.

Withdrawing from the Course

Course fee charges, for any self-financed element of fees, are determined on the basis of enrolment status and not actual attendance. If a student stops attending, but has not formally withdrawn or intermitted their studies, they will be liable for self-financed tuition fees until the point in time that they officially notify EDA.

If a student decides to withdraw from a course they must notify EDA in writing of their decision either by letter sent recorded delivery to Emil Dale Academy FAO {Course name} Course Leader, 60 Wilbury Way, Hitchin, Hertfordshire, SG4 0TA or via email to info@emildale.co.uk.

In the absence of written notification of withdrawal a student shall be assumed to be in attendance and as such remain liable for the payment of tuition fees.

For the avoidance of doubt, fee payments must be made as follows from any course withdrawals:

<u>Confirmed Withdrawal Date</u>	<u>Fee Liability</u>
Within 14 days of formally accepting the place granted at Emil Dale Academy	£0/ 0%
After 14 days of formally accepting the place granted at Emil Dale Academy (unless the course has already started within this time frame in which case services used may still be charged for)	£350 deposit
On or after 15 days of formally accepting the place granted at Emil Dale Academy OR On or after the first day of the Autumn term	33% of that academic year
On or after the first day of the Spring term	67% of that academic year
On or after the first day of the Summer term	100% of that academic year

The first day of Autumn, Spring and Summer term refers to the first date of your programme which for most, but not all, will be the same as the published term dates.

Please note, if you are on the three year programme which includes the Degree programme and you are funding the BA honours degree through student finance via a loan from the Student Loan Company (SLC), your withdrawal date will be reported to the SLC and your Tuition Fee Loan (& Maintenance if received) will be adjusted accordingly to reflect the correct liability and any interest accrued. This forms part of your agreement with the University of Bedfordshire.

Intermittent Study

In the event that a student must take a break during the duration of an academic year, fees will not be adjusted unless formal withdrawal takes place.

Scholarships

EDA scholarships are offered following successful audition (see Scholarship Policy). Other fee waivers and awards, including one-off payments to help students in financial hardship, may be offered at any point during the academic year on a case by case basis. Application for these can be made by contacting the Accounts department by email accounts@emildale.co.uk.

Refunds

Refunds: Cancellations (after the cooling-off period)

In the event that a student withdraws after the 14 day cooling off period (see above for details), EDA reserves the right to retain the deposit payment.

In the event that a student withdraws part way through the academic year, in the matter of the recovery of the fees, EDA will charge the student 33% of the annual tuition fee if the student withdraws during Term 1, 67% if they withdraw during Term 2, and 100% if they withdraw during Term 3. Students will be liable for this fee payment regardless of the reason for withdrawing.

Where payment has been made in excess of the tuition fee charged (including non-refundable deposits) overpayment refunds will be considered on a case-by-case basis.

Refunds: Complaint Remedies

Where a student submits an appeal or complaint, requesting a refund or compensation, it should be noted that financial compensation may not always be an appropriate response or agreed remedy when addressing a complaint or appeal. Alternatives to financial compensation might include an apology or goodwill gesture, or an offer of alternative learning methods if the course cannot be delivered in the way it was originally intended.

A refund relates to the repayment of sums paid by a student to EDA or an appropriate reduction in the amount of sums owed in future by the student to EDA.

Compensation will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for out-of pocket expenses they have incurred for a scheduled activity that did not take place, which were paid to someone other than EDA (such as travel costs) or (b) an amount to recompense for material disadvantage to the student arising from a failure by EDA to discharge its duties appropriately.

Students should refer to EDA's Student Complaint Policy and University of Bedfordshire's Academic Appeals policy for in depth information relating to Appeals and Complaints.

Payment of refunds

In accordance with UK anti-money laundering laws, refunds can only be made to the person who originally paid the fee. In some cases, this will mean that the refund will be paid to someone other than the student, such as a parent/guardian/ sponsor.

Refunds will be paid by BACS or to the card originally charged.

Version Number	Date of Issue	Review Date	Author	Changes Made/ detail
01	17.09.2020	July 2021	Sarah Moore	First draft