

Withdrawal, Study Break and Deferral Policy

2019-20

Index

<u>1.</u>	<u>Introduction</u>	<u>3</u>
<u>2.</u>	<u>Definitions</u>	<u>3</u>
<u>3.</u>	<u>Withdrawal</u>	<u>3</u>
	3.1 Types of withdrawal	3
	3.2 Procedure for voluntary withdrawal	4
	3.3 Actions not constituting a voluntary withdrawal	4
	3.4 Consequences of withdrawal	5
	3.5 Returning after a withdrawal or intermediate award	6
<u>4.</u>	<u>Study break</u>	<u>7</u>
	4.1 Overarching principles of a study break	7
	4.2 Procedure for a study break	7
	4.3 Consequences of a study break	7
	4.4 Returning after a study break	8
<u>5.</u>	<u>Deferral</u>	<u>8</u>
	5.1 Voluntary deferral	8
	5.2 Institution deferral	8
	5.3 Consequences of a deferral	8
	5.4 Returning after a deferral	8
<u>6.</u>	<u>Fitness to study</u>	<u>9</u>
<u>7.</u>	<u>Related Policies and Procedures</u>	<u>9</u>
<u>8.</u>	<u>Review of Withdrawal, Study Break and Deferral Policy</u>	<u>9</u>

Committee	Committee Action	Date
QAEC	Recommended for approval	25 July 2018
Academic Committee	Approved	27 July 2018
	Date in force	1 October 2018
QAEC	Recommended for approval	22 May 2019
Academic Committee	Approved	31 July 2019
	Date in force	30 September 2019

Committee Approval

The Withdrawal, Study Break, and Deferral Policy will be reviewed annually by our Quality Assurance and Enhancement Committee (QAEC). Any amendments will be subject to approval by the Academic Committee.

1. Introduction

The purpose of this policy is to make students aware of the processes and deadlines, including any consequences, with regards to a course withdrawal, study break or deferral.

2. Definitions

Withdrawal

Withdrawal is a decision to **stop** your studies **completely**. This decision can be made by you [voluntary withdrawal] or by Bloomsbury Institute [withdrawal for non-engagement or other reasons].

Study break

A study break is a decision to **stop** your studies **temporarily**. This decision can be made by you.

Deferral

Deferral is a decision to **postpone** your studies **temporarily**. This decision can be made by you [voluntary deferral], or by Bloomsbury Institute [institution deferral].

3. Withdrawal

3.1 Types of withdrawal

3.1.1 Voluntary withdrawal

A voluntary withdrawal is where you make a decision to withdraw from your course. Before withdrawing, you should first discuss the matter with your Course Leader. If the reason for your intended withdrawal is not course related, then you are strongly advised to contact a Success Advisor in the Centre for Student Engagement, Wellbeing and Success to be sure that you are making as informed a decision as possible. It may be that there is an option other than withdrawal, or that there are implications or consequences of which you are not aware. Our aim is to ensure that you make the right decision and, should you decide to withdraw, that your eligibility for future financial support for higher education study is not jeopardised. You can either make an appointment to see a Success Advisor at Reception or by email sews@bil.ac.uk.

If you wish to withdraw you must do so formally by completing our Course Withdrawal Form in order to establish the date you left us and why. This form can be downloaded from Part F of our Quality and Enhancement Manual (QEM). See link below:

<https://www.bil.ac.uk/student-portal/student-forms/>

It is important that you complete this form as this will initiate your formal withdrawal and as a result we will inform all relevant departments within Bloomsbury Institute and bodies outside the institution, such as the Student Loans Company. This will ensure that our internal Finance Department and outside organisations do not charge fees for the academic year preceding your withdrawal.

3.1.2 Withdrawal for non-engagement

Withdrawal for non-engagement is where we, in line with the University of Northampton Academic and Student Regulations (Section 3.3.5), withdraw you due to a failure to engage with your course during the first six weeks. This 6-week withdrawal for non-engagement rule is set out in our Engagement Policy¹.

¹ The Engagement Policy can be downloaded from: <http://bit.ly/BILPolicies1>

3.1.3 Withdrawal for other reasons

Other than withdrawal for non-engagement, a student can be withdrawn for poor academic performance [Accumulated Failure]. This is if you fail more than 60 credits at Level 0 [Foundation Year], 80 credits at Level 4, 60 credits at Level 5, or 60 credits at Level 6.

In such cases you would be withdrawn from your course at the end of the academic year after the UoN's Award and Status Board.

Please refer to the University of Northampton's Academic and Student Regulations for more details on the accumulated failure rule.

3.1.4 Withdrawal for non-payment of tuition fee

Students with outstanding tuition fee debt can be withdrawn at any stage of the year in line with the Terms and Conditions. Once a student is withdrawn they will have no right to access or receive services at Bloomsbury Institute.

3.1.5 Progressing or returning students

If a student is not cleared by our Finance Department with regards to their funding or fees and has outstanding fees after the end of the academic year, we may block publication of their results and subsequently block their progression to the next year. This block can be lifted after they have come to an agreement with the Finance Department.

3.2 Procedure for voluntary withdrawal

You must take the following action in order to withdraw from your course:

- Consult with a Success Advisor and other relevant parties (e.g. Finance)
- Complete the Course Withdrawal Form
- Hand in the completed form at Reception or Academic Administration office together with all of our property as set out within the Course Withdrawal Form. Alternatively, you can send the electronic version of the Course Withdrawal Form via email to registry@bil.ac.uk and post or deliver all of our property to the following address;

7 Bedford Square London WC1B 3RA

3.3 Actions not constituting a voluntary withdrawal

The below examples of action will not constitute automatic withdrawal from the course:

- Lack of participation / low attendance
- Lack of interaction with our virtual learning environment
- Non-submission of assessments or non-attendance at examinations
- Non-payment of tuition fee
- Cancellation or withdrawal of Student Loans Company funding
- Informally informing a lecturer or other member of staff of the withdrawal, in person or through email.

The above list is not exhaustive.

3.4 Consequences of withdrawal

3.4.1 Voluntary withdrawal

As stated in Section 10 of our Terms and Conditions, if you withdraw from the course after 14 calendar days from the course's advertised start date, you may be liable for the entire year's tuition fees.

- Home/EU student funded by the Student Loans Company (SLC): we will use your withdrawal date to re-calculate the tuition fees payable through the SLC. We will only receive tuition fee funding from the SLC for the period from the course start date until your withdrawal date. This amount will be claimed from the SLC and any future payments will be cancelled. You will be liable to pay the balance of any outstanding tuition fees.
- Home/EU privately funded: you will be liable to pay the balance of any outstanding tuition fees.
- International students: you will be liable to pay the balance of any outstanding tuition fees. In the case of international students with a Tier 4 Visa, UK Visas and Immigration (UKVI) will be informed about your withdrawal, which could result in an immediate cancellation of sponsorship. In this case you would need to find another sponsor or potentially leave the UK. Before a withdrawal is approved and processed, our International Admissions and Compliance Executive will be consulted to provide you with advice and guidance.

3.4.2 Withdrawal for non-engagement

As stated in Section 11.1 of our Terms and Conditions, in line with the University of Northampton's Academic and Student Regulations (Section 3.3.5), if you fail to engage with your studies without good cause and due notice by the end of the sixth week of the advertised start date of your course, you will be deemed to have withdrawn from the course and your registration will be terminated.

You may be liable for the entire year's tuition fees. Points below explain how we may calculate your liability.

- Home/EU student funded by the Student Loans Company (SLC): we will use end of week six as your withdrawal date to re-calculate the tuition fees payable through the SLC. We will only receive tuition fee funding from the SLC for the period from the course start date until your withdrawal date. This amount will be claimed from the SLC and any future payments will be cancelled. You will be liable to pay the balance of any outstanding tuition fees.
- Home/EU privately funded: you will be liable to pay the balance of any outstanding tuition fees.
- International students: you will be liable to pay the balance of any outstanding tuition fees. In the case of international students with a Tier 4 Visa, UKVI will be informed about your withdrawal, which could result in an immediate cancellation of sponsorship. In this case you would need to find another sponsor or potentially leave the UK. Before a withdrawal is approved and processed, our UKVI Compliance Officer will be consulted to provide you with advice and guidance.

For appeal rights, see the University of Northampton's Termination Appeals Policy.

3.4.3 Withdrawal for other reasons

Academic withdrawal at end of an academic year by the University of Northampton's Award and Status Board

If at the end of an academic year, you are withdrawn by the Award and Status Board, you will be liable to pay the full tuition fees for that year regardless of whether or not you have passed modules or obtained any qualifications. If your tuition fees are paid through the SLC, we will claim the full tuition fees through the SLC. If you are privately funded, you will be liable to pay the balance of any outstanding tuition fees.

If you are an international student, you will be liable to pay the balance of any outstanding tuition fees and, in the case of international students with a Tier 4 Visa, UKVI will be informed about your withdrawal, which could result in an immediate cancellation of sponsorship. In this case you would need to find another sponsor or potentially leave the UK. Before a withdrawal is approved and processed, our International Admissions and Compliance Executive will contact you to provide advice and guidance.

3.5 Returning after a withdrawal or intermediate award

If you want to return to study a course following a withdrawal, you must re-apply through the Student Recruitment and Partnerships Division (SRP) as a new student. The SRP Team can be contacted by email at: enquiries@bil.ac.uk.

Any application to return to study a course will be considered in accordance with the Admissions Policy we have in place at the time and, where applicable, any relevant regulations, policies and procedures of the relevant academic partner.

If you return, having previously withdrawn, you will not be treated as a continuing student on your return irrespective of whether you return to the same course or a different course. The applicable tuition fees will be those which apply at the date you return.

3.5.1 Conditions on return after termination due to accumulated failure

The following conditions apply to all students who wish to re-join:

- A student who is terminated due to academic failure and wishes to apply to study on a different course cannot do so until a period of two years from the point of termination has elapsed. The decision whether to admit the applicant for the second time will take account of the circumstances under which his/her course was terminated and the applicant's subsequent development.
- In no circumstances is a former student eligible to apply to study on a course from which s/he was previously terminated.

3.5.2 Returning after intermediate award

An intermediate award is an award which a student can achieve after partial completion of a programme of study once s/he is no longer registered for that award or another award on which the completed credits will be used. It cannot solely be used to provide a lower award for a student who has failed to achieve the Final Award.

Where a programme of study provides for an intermediate award, all students who complete a stage and do not wish to continue their studies are considered for eligibility in relation to the appropriate intermediate award

A student who has been awarded an intermediate award retains the right to appeal against termination. If the appeal is unsuccessful the decision to award the intermediate award will prevail.

A student who exits with an intermediate award through choice rather than as a result of termination retains the entitlement to apply to complete the final award subject to confirmation that the learning is

still current and once a period of at least 12 months has passed since the conferment of the intermediate award. Such applications will be considered through the Admissions team.

A student who is awarded an intermediate award following termination is not allowed to apply to return and complete the final award at a later stage.

4. Study break

A study break is when you take a break from your studies having already studied for more than two weeks. A study break normally has to be either for: (i) one semester (minimum); or (ii) one academic year (maximum). A study break is normally taken because of a long-term illness or other personal circumstances.

Before taking a study break, we would recommend that you first discuss the matter with a Success Advisor in the Centre for Student Engagement, Wellbeing and Success to be sure that you are making as informed a decision as possible. It may be that there is an option other than a study break, or that there are consequences of which you are not aware. Remember we are here to support you as much as we can. You can either make an appointment to see a Success Advisor at Reception or by email sews@bil.ac.uk.

4.1 Overarching principles of a study break

- If circumstances such as illness or personal circumstances are causing severe disruption to a student's studies, s/he should consider taking a study break.
- Study break periods count towards the maximum registration period a student has to complete his/her course. All credit and failures achieved to the date of the break are carried forwards.
- A study break is normally for a maximum period of one year. If students are not able to return at the end of this time, they will normally be required to withdraw. Normally only one study break per programme of study can be taken.

4.2 Procedure for a study break

If you do decide to take a break from your studies, you will need to complete the Study Break Application Form and submit this to us via the Student Self-service Portal (SSP). The Study Break Application Form can be downloaded from Part F of our Quality and Enhancement Manual (QEM). See link below

<https://www.bil.ac.uk/student-portal/student-forms/>

4.3 Consequences of a study break

- **Home/EU student funded by the SLC:** the SLC will be notified of your study break and your expected date of return. As a consequence, the SLC may suspend any future maintenance loan and tuition fee payments. These payments will be re-started by the SLC when you return to study, but there may be some interruption to your payments.
- **Home/EU privately funded:** you will be charged for the portion of the course that you have completed up to the date of your study break. Tuition fee charges will re-start on your return date. If you do not return you will be liable for the balance of the tuition fees.
- **International students:** a study break is not permissible if you hold a Tier 4 (General) visa. If you want to take a break from your studies, you will need to withdraw from the course (see **Section 3.4.1** above).

4.4 Returning after a study break

The date for your return will be agreed between you and our Registry Team before you start your study break. Registry will contact you before your proposed return date to organise re-enrolment. Alternatively, you can contact Registry to confirm your re-enrolment by email at: registry@bil.ac.uk.

In the case of a student returning after a study break for maternity reasons, our Pregnancy and Maternity Advisor will contact the student prior to her scheduled return to discuss any concerns the student might have about returning to study. Upon her return, our Pregnancy and Maternity Advisor will ensure that she is fully supported in her reintegration.

5. Deferral

A deferral is when your start date is postponed (up to a maximum of 12 months).

5.1 Voluntary deferral

A student deferral is when you request a later start date prior to, or within the first two weeks of, your course's advertised start date.

If you want to request a deferral **before** you have enrolled you should contact our Admissions Department by email at: admissions@bil.ac.uk.

If you want to request a deferral **after** you have enrolled you should contact our Registry by email at: registry@bil.ac.uk.

5.2 Institution deferral

An institution deferral is when we defer your start date because: (i) you have not satisfied all the conditions set out within your offer; or (ii) we have not had confirmation of your tuition fee funding from you, the SLC or your sponsor. Our Registry Team will inform you of your deferred status and contact you to discuss a potential start date.

5.3 Consequences of a deferral

- **Home/EU Student funded by the SLC:** we will inform the SLC. Your SLC application will be cancelled. We will not receive any tuition fee payments from the SLC. If you have already received a maintenance loan, grant or other payments from the SLC, the SLC may seek re-payment from you.
- **Home/EU privately funded:** as set out in the Terms and Conditions, the Tuition Fee Deposit is non-refundable unless one of the exceptions set out in **Section 3.1** of the Terms and Conditions applies. If the Tuition Fee Deposit is not refundable, it may be used as payment towards the tuition fees for any subsequent course you take with us.
- **International students:** a deferral is not permissible if you hold a Tier 4 (General) visa. If you want to defer your studies, you will need to withdraw from the course (see **Section 3.4.1** above).

5.4 Returning after a deferral

If you defer your start date **before** you have enrolled, our Admissions Department will contact you before your proposed return date to organise enrolment. Alternatively, you can contact the Admissions Department by email at: admissions@bil.ac.uk.

If you defer your start date **after** you have enrolled, our Registry Department will contact you before your proposed return date to organise enrolment. Alternatively, you can contact Registry by email at: registry@bil.ac.uk.

If we defer your start date, your proposed new start date will be agreed with our Registry Department. Registry will contact you before your proposed return date to organise enrolment. Alternatively, you can contact Registry by email to confirm your enrolment: registry@bil.ac.uk.

6. Fitness to study

When there are concerns regarding a student's health or behaviour, the University of Northampton's Health, Wellbeing and Fitness to Study Policy allows Bloomsbury Institute to recommend that it is in the student's best interest that he/she:

- take a period of voluntary interruption
- be suspended for a stated period of time, with or without conditions for any subsequent return to study.

If University of Northampton's procedures are invoked, then for the return from such interruption UoN's processes will apply.

7. Related Policies and Procedures

- Engagement Policy
- Support for Pregnant Students
- Health, Wellbeing and Fitness to Study Policy (UoN)
- Terms and Conditions
- Student Disciplinary Policy and Procedures

8. Review of Withdrawal, Study Break and Deferral Policy

The Withdrawal, Study Break and Deferral Policy will be reviewed annually by our Quality Assurance and Enhancement Committee (QAEC). Any amendments will be subject to approval by the Academic Committee.