

Fee Payment Conditions for 2026

Introduction

This document sets out the conditions that are applicable to the payment of fees by, or on behalf of, learners in respect of the programmes provided to them by Francis James Ltd. The conditions apply to all learners with Francis James.

Fee levels at Francis James are reviewed on an annual basis, and details of fee levels for each year will be published on the Francis James website. Fee levels will also be notified to learners through relevant communication channels.

1. Definitions

In these Fee Payment Conditions the following words and phrases have the meanings indicated:

- "Programme" means the degree programme offered by Francis James on which the Learner enrolls
- "Fees" mean an amount payable by the Learner to Francis James.
- "Cohort" means a group of students starting and working together through the same academic curriculum
- "Learner" means the person accepted to study with Francis James.
- "Enrolled" means the learner is registered to study with Francis James and has met any offer conditions as set out in the offer letter issued by Francis James.
- "Scheduled Start Date" means the first day of the course for that academic year as detailed in your admissions confirmation letter.

2. Liability for payment of fees

- 2.1. It is the Learner's responsibility to ensure that any and all Fees payable by them to Francis James are paid at the appropriate time. Irrespective of the willingness of any third party to pay Fees on behalf of a Learner, legal responsibility for payment of any and all Fees shall always remain with the Learner.
- 2.2. It is the Learner's responsibility to ensure that if there is an outstanding debt to Francis James, their contact details are kept updated.

3. Payment by other third parties (including parents)

- 3.1. A Learner's Fees can be paid by another person. However, the legal liability for payment of Fees will always remain with the Learner. Where a Fee payment is made or an instalment arrangement is set up by a third party (including the Learner's parent or employer) this shall not constitute nor be deemed to create any form of binding contract or formal sponsorship agreement between Francis James and that third party.
- 3.2. In the event that a parent or other third party wishes to revoke an arrangement to pay any Fees on behalf of a Learner, it is the Learner's responsibility to promptly put in place an alternative payment arrangement which is acceptable to Francis James.
- 3.3. A parent or other third party shall have no right to demand a refund from Francis James of any Fee payment already made by them on behalf of a Learner. Refund arrangements are covered in Section 10 of these Fee Payment Conditions.

4. Timing of Payment

- 4.1. Learners must ensure that before the scheduled start date for their relevant Programme level of study they have paid their Fees in full to Francis James, or have agreed with Francis James an instalment arrangement to pay the Fees.
- 4.2. Francis James holds the discretion about any opportunity to pay Fees by instalments, and the number, value and timing of those instalments. Francis James will take into account factors such as Programme length and start date. Instalment payment timings will be confirmed directly to Learners.
- 4.3. Learners will not be considered as 'Enrolled' until they have either agreed an instalment plan with Francis James or paid in full if a one-off up payment is being made.
- 4.4. Learners may also agree with Francis James to pay for their full degree programme (as opposed to paying per level of study) in advance of starting their first level of study. Where this is agreed, no instalment plan can be offered.

5. Deposits

- 5.1. Francis James retains the right to require a deposit at the point of application to study. The requirement to pay a deposit, and the value of that deposit, will be published on the Francis James website.
- 5.2. The value of the deposit will be deducted from the Fees due if the Learner is accepted on the Programme. If the learner is not accepted, they will have the deposit returned to them.

6. Miscellaneous Fees

- 6.1. Francis James does not, as standard, charge for any additional services. Where the need to charge for a service or activity arises, Francis James will give notice to Learners, and will issue specific Terms and Conditions for payment, including details of fees payable and refund arrangements.

7. Payment method options

- 7.1. Francis James will confirm the options for payment methods at the point the Learner accepts their offer. Payment is usually required to be made by bank transfer or by credit or debit card. All information submitted during the payment process is encrypted and (if retained) is held in a safe environment.
- 7.2. If an attempt to take a credit or debit card payment on an agreed date fails, Francis James will attempt to take the payment again up to 5 days later before contacting the Learner to identify a resolution.

8. Implications of Non-Payment

- 8.1. Where any Fees due from a Learner remain unpaid for more than 14 days after the date when they became due for payment, Francis James shall be entitled to charge interest at the rate in line with the base rate of the Bank of England on the amount of Fees outstanding. The interest shall accrue on a daily basis.
- 8.2. If the Fees due to Francis James remain unpaid 28 days after the date they are due for payment, Francis James shall be entitled to take legal action to recover the debt and/or take any or all of the following steps:
 - commence legal action to recover the debt together with any interest and costs incurred in so doing;
 - give the Learner notice that unless, within a further 14 day period, arrangements that Francis James considers satisfactory are made for payment of the outstanding amount, Francis James will terminate the Learner's studies;
 - in respect of the Programme to which the outstanding Fees relate, delay enrolling the Learner, refuse to allow the Learner to proceed to any further

stage of the Programme, delay recommending the Learner for any award or qualification which would otherwise have been made, and/or not permit the Learner to attend a Graduation Ceremony;

- share information with third party recovery agents in the event of non-payment.

9. Fees Due

- 9.1. Learners who withdraw part-way through an academic year will be liable for all or a proportion of the full Fees for that year on the following basis:

Withdrawal date	Fee due to Francis James
Within 14 days of accepting an offer to study with Francis James	Full refund to be issued to Learner (if Learner has already paid)
Within 28 days of commencing studies (on any particular level)	25% of the full fee for that year/level
More than 28 days of commencing studies (on any particular level)	Full fee retained by Francis James, or to be paid by the Learner where an instalment plan is agreed

- 9.2. If the Learner has already paid more than the amount specified in the table above, they are entitled to a refund of the difference.
- 9.3. For refund purposes, Francis James will confirm with the Learner the date on which they are deemed to have formally withdrawn from their Programme. The date of withdrawal will not be confirmed until Francis James has received formal notification in writing from the Learner that they wish to withdraw.
- 9.4. At the point a Learner provides this formal notification, they must cease attending lectures and other sessions, and should not access the online learning platform. If the Learner attends any further lectures or other sessions or logs onto the learning platform, this will affect the withdrawal and it will be moved to the date the Learner last accessed Francis James services or activities.

10. Payment of Refunds

- 10.1. Fee payments made by bank transfer shall be refunded to the same bank (or other financial institution) and account holder that originally paid the Fee. Fee payments made by credit or debit card shall be refunded to the same card used for payment.
- 10.2. Francis James will not make refunds by cash or cheque.
- 10.3. Where it is not possible to refund the Fee via the original payment method (e.g. bank account is now closed and unable to accept funds), Francis James will require evidence of who made the Fee payment, and will refund the Fee to the Fee payer.
- 10.4. Where payment of the Fee was split between more than one payee, any refund due will be made in the same proportions as the Fee payment split.
- 10.5. All refunds will be calculated in UK sterling. Francis James will not refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges incurred.

11. Data protection

- 11.1. Personal information collected by Francis James during the payment process will be used for the purposes of payment processing. Certain details will be retained for the

purpose of ensuring the Learner Record is kept up to date (this information will relate only to payments agreed and made).

- 11.2. Francis James processes personal data in line with the UK GDPR and its Privacy Notice. Francis James is a Data Controller under the Data Protection Act 1998.