

Step 7 - Consumer Law – Right to Cancel

Purpose	Explains the right to cancel for students completing enrolment forms which constitute off-premises or distance contracts (as defined by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013)
Owner	Sam Cremore
Date of Last Revision	27.07.2020

Instructions for Cancellation***Right to Cancel***

You have the right to cancel your contract (enrolment) with the College within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract (when both you and a member of teaching staff sign the enrolment form, or when your enrolment is accepted if you have enrolled online).

To exercise the right to cancel, you must inform the College of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). Our details are as follows:

Address: Wakefield College, City Campus, Margaret Street, Wakefield WF1 2DH

Telephone: 01924 789789

Fax: 01924 789340

e-mail: StudentDataRequests@wakefield.ac.uk

You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

If you cancel this contract (enrolment), we will reimburse to you all payments received from you. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than -

- (a) 14 days after the day we receive back from you any goods supplied; or
- (b) (If earlier) 14 days after the day you provide evidence that you have returned the goods; or
- (c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

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We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have received goods in connection with this contract you shall send back the goods or hand them over to us at the above address without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for the diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

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Cancellation Form

To: Student Data
Wakefield College
City Campus
Margaret Street
Wakefield
WF1 2DH

Fax: 01924 789340

StudentDataRequests@wakefield.ac.uk

I hereby give notice that I would like to cancel my contract for the following enrolment:

Enrolment Details:

Course	
Place enrolment took place	
Enrolment Date	
Start Date of course	
Expected End Date of course	

Student Details:

Name	
Address	
Signature	
Date	

All sections above must be fully completed.

Student Data Use:

Student ID			
Course Code			
Fees Paid			
Record Updated			
Finance Informed			
Signature		Date	

Finance Use:

Refund Processed			
Signature		Date	