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1. Introduction

This policy governs the financial aspects of the formal relationship between American Hotel Academy and the student, specifically regarding the payment, adjustment, or refund of Programme Fees in the event of a student's withdrawal.

It is intended to provide clear guidance on when and how a student may be eligible for a refund, or alternatively, when the student may be liable for certain costs, depending on the timing and circumstances of their withdrawal.

This policy should be read in conjunction with:

The American Hotel Academy Student Contract and the Withdrawal Policy, which outlines the administrative and academic aspects of the withdrawal process.

In case of any conflict between this Financial Settlement on Withdrawal Policy and any other American Hotel Academy policy, standard, or procedure, this policy shall take precedence.

This policy does not affect your statutory rights.

All refund-related inquiries (excluding complaints, which should be handled through our Complaints Procedure) should be directed to the Finance Department at:


finance@americanhotelacademy.ro.

2. Definitions

Registration Fee refers to the amount of €120.00 payable by students applying to study at American Hotel Academy, which covers the processing of application documents, the evaluation of the candidate, and all administrative procedures related to the student's admission into the program.

Applicant for the purposes of this Financial Settlement Policy means an individual who has accepted an offer (whether this is a conditional offer or an Unconditional Offer) from American Hotel Academy or/and partner University to study a Course or has paid their downpayment fee and in both cases has not Enrolled yet.

American Hotel Academy - Foundation is a non-profit organization registered in Romania, Brasov, and the expressions "we", "us", "our" and

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“ourselves”, where used in this Policy, should be read accordingly. Our organization registered office is at Vlad Tepes 16, Brasov, Romania.

Cancellation Date means at least 14 calendar days prior to the first day of the first week of teaching (as stated in our academic calendar) for the intake you are attending. For the avoidance of doubt, the first day under this definition is the first scheduled day of teaching for all students in the relevant intake, as indicated in our academic calendar.

Contract and its annexes refer to the agreement between us and you for the provision of the Programme. The Contract enters into force on the date it is signed by all parties, following your acceptance of an offer from us (whether conditional or unconditional).

Programme means a course of study or research provided by us, whether in attendance at American Hotel Academy or through online study or a combination of both.

Programme Fees means the fees applicable to an individual Programme, which are set out on the Website, including the downpayment fee.


Down Payment Fee means a mandatory, non-refundable fee that must be paid by the Applicant after accepting the offer of admission from American Hotel Academy, in order to secure the programme fee and confirm their place at the school.

Enrolment means the process of formally completing all application requirements (including milestones) and registering your participation in a Course and the expression “Enrol” and “Enrolment” should be read accordingly.

Student for the purposes of this Policy means an individual who has a Contract with us and has been Enrolled, and the expressions “you”, “your” and “yourself”, where used in this Policy, should be read accordingly.

Unconditional Offer means an unconditional offer from American Hotel Academy and/or academic partner study a Course;

Website means www.aharomania.ro and/or partner website.


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3. Eligibility

- 3.1. Unless we tell you otherwise, you can cancel your Contract with us before the Cancellation Date by:
 - 3.1.1. sending an email to admissions@americanhotelacademy.ro or registrar@americanhotelacademy.ro
- 3.2. You may cancel your Contract after the Cancellation Date; however, any entitlement to or other financial settlement will be subject to the conditions outlined in clauses 4, 5, and 8. Your Cancellation Date for your intake will not be changed for any reason whatsoever, even though you are permitted to defer to another intake or transfer to another Course.
- 3.3. Where an Applicant or Student who is sponsored by an official third party, cancels their Contract, the Applicant or Student must provide us with a letter/written notification from the sponsor.

4. Refund

- 4.1. Where clause 3.1 applies, the Applicant/Student will be entitled to a full (100%) refund of all Course Fee amounts paid up to the date they cancelled their Contract, **except for the Registration Fee.**
- 4.2. Once we have received your cancellation request (in accordance with clause 3.1), this will be passed on to our registry team. Once the registry team approves your request to cancel, your refund request will be passed on to our finance department for processing.
- 4.3. The **Downpayment Fee** is non-refundable, except in cases where the Applicant fails to obtain the Bacalaureate diploma and, as a result, is no longer eligible to enroll in the program for the intake they have applied for. In such cases, the Applicant must provide official proof that the Bacalaureate diploma has not been obtained, and a full refund of the Downpayment Fee will be issued.
- 4.4. Where clause 3.2 applies and where tuition has been paid in full prior to the withdrawal, any refund due will be calculated according to the percentages mentioned below and in line with the Refund Policy (Chapter 5).
- 4.5. Once your request for withdrawal has been processed, any eligible refund will be issued within four (4) weeks. This period shall commence upon receipt of all required documentation necessary for the Academy to process the refund. Where clause 8 applies, it shall be at the

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discretion of the Director of Finance (or nominee) whether to grant a refund and as to the amount of refund granted if awarded. Any refunds granted shall be less the Registration Fee and/or Downpayment Fee and shall be processed within 4 weeks from the day we confirm to you that you have been granted a refund.

4.6. Any refund paid pursuant to this policy shall be subject to the following:

- 4.7.1 Unless exceptional circumstances apply, the refund paid to the bank account from which the Course Fees were originally paid;
- 4.7.2 We reserve the right to carry out due diligence in respect of such bank account or individuals, as we, in our absolute discretion, deem appropriate, including but not limited to requesting relevant documentary evidence;
- 4.7.3 In the event that we are not satisfied as to the legitimacy of such bank account and/or the beneficiary of such bank account we reserve the right to not provide you with a refund.

5. Tuition Fee Liability in Case of Withdrawal

5.1 If a student withdraws from their studies after the Cancellation Date (as defined in Chapter 2 **Definitions**), the following tuition fee liability will apply, based on the date of withdrawal:

5.1.1. If the withdrawal is submitted **between the Cancellation Date and November 30th (inclusive)**, the Student is liable to pay **40% of the total tuition fee** for the academic year.


5.1.2. If the withdrawal is submitted **between December 1st and February 28th (inclusive)**, the Student is liable to pay **70% of the total tuition fee** for the academic year.

5.1.3. If the withdrawal is submitted **between March 1st and April 30th (inclusive)**, the Student is liable to pay **100% of the total tuition fee** for the academic year!

5.2 For the purpose of this clause, the official withdrawal date will be considered the earlier of the date the student submits the **Withdrawal Form**.

5.3 The Student is required to settle **all outstanding debts to the Academy**, including the penalty fee due as per the withdrawal date, within **30 calendar days** from the date the withdrawal is processed and the **contract termination document** is issued.

5.4 In the event of non-payment of any amounts owed, the Academy reserves

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the right to **transfer the case to an external debt recovery service**, and additional recovery or legal fees may apply.

5.5 In the event of the student's withdrawal between the first and second year of studies, after the end of the period during which the student is considered eligible for enrollment in the following year but before the official start of classes, the SCHOOL reserves the right to charge a fixed amount of 3,500 RON (approximately 15% of the annual tuition fee) as administrative costs incurred in the student's interest (document processing, platform access, preparation for academic year enrollment, administrative services, allocation of academic resources, etc.).

*Please note that in the absence of an official administrative document or formal confirmation from the student, enrollment into the second year is considered automatic, based on eligibility criteria.

6. Deferral of Intake

6.1. If you are permitted by us to defer to another intake, any Course Fees already paid to us will be transferred to the new intake. If you subsequently cancel your Contract, clause 3 will apply.

7. Transfer


7.1. If you are permitted to transfer to another Course, our finance department will assess your liability for your current Course and the Course you are transferring to. If you subsequently cancel your Contract, clause 3 will apply.

8. Leave of absence

8.1. If your leave of absence request is granted, any Course Fees already paid to us will remain on your student account until your return. If you subsequently withdraw from the programme, the date on which the leave of absence was granted will be considered the effective date of withdrawal for the purposes of any applicable refund or fee liability assessment.

9. Withdrawal due to Mitigating Circumstances


9.1. If you cancel your Contract after your Cancellation Date due to

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mitigating circumstances, you may submit a request by email to finance@americanhotelacademy.ro to the Director of Finance for a refund **less the Registration and Downpayment Fees**, of all Course Fees already paid to us.

- 9.2. Below is a non-exhaustive table of acceptable and not acceptable mitigating circumstances. We will require supporting evidence of the mitigating circumstances, including but not limited to death certificates and official medical documentation.

Normally acceptable	Notes
1. Recent death of a close relative*	"Close" means parents (and guardians), children, siblings, and a spouse.
2. Recent diagnosed illness or serious accident of the student*	Illness or accident affecting study. It should be an incapacitating illness or an unexpected deterioration in an ongoing illness or medical condition. It also includes bone fractures and serious sprains. Medical certification must be obtained; self-certification is never acceptable as evidence of mitigating circumstances. Medical evidence MUST bear the GP's practice stamp and/or be on appropriate headed paper. The Academy reserves the right to verify the medical certification with the relevant medical practice.
3. Recent serious illness of a close relative*	See notes above about the definition of "Close".

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Not acceptable	Notes
5. Recent unforeseen diagnosis of special educational needs and disabilities*	Special needs obstructing a student from continuing with their studies that have been declared to us within a month of Enrolment and verified by the Faculty/School or Special Needs/Learning Support Tutor/Disabilities Office.
1. Minor ailments and other conditions	<p>Minor ailments where symptoms may be relieved by over-the-counter medication, sprains, long- standing medical conditions for which special arrangements could have been made or treatment anticipated and taken.</p> <p>Accidents/illness affecting relatives or friends (unless serious or if the student is the sole carer).</p>
2. Social	Difficulty integrating to university life or home sickness. Decision to commence with employment rather than academia
3. Non-serious domestic or personal disruptions which could have been anticipated or planned	Moving house, holidays, weddings, religious festivals or other events where the student either has control over the date or may choose not to participate. Change of job or "normal" job pressure (exceptional crises at work might be acceptable), illness or death of pets.

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4. Study-related	Decision to transfer to an alternative institution. Computer difficulties, late distribution of materials by the Faculty/School, delays in printing, photocopying. Issues with predefined timetabling of modules. Failure of milestones.
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* Recent means the event occurred less than 1 month before your refund request to our Director of Finance.

10. Complaints

Applicants and Students who are not satisfied with any decision made under this Refund Policy may register a complaint [here](#) in accordance with our complaints procedure.