THE PAYMENT RULES AND A POLICY FOR REFUNDING TUITION FEES AND OTHER PAYMENTS FOR ACADEMIC PROGRAMMES AND OTHER EDUCATIONAL OFFERINGS TO STUDENTS OF THE UNIVERSITY OF ECONOMICS AND HUMAN SCIENCES IN WARSAW STUDYING ON PROGRAMMES DELIVERED IN ENGLISH

("Payment Rules & Refund Policy")

Legal basis:

- 1) sections 77, 79-81 of the Polish Higher Education and Science Act of 20 July 2018 (Dz.U. [Journal of Laws] of 2018, item 1668, as amended) and
- 2) sections 36-38 of the Regulation of the Minister of Science and Higher Education of 27 September 2018 on higher-education programmes (Dz.U. [Journal of Laws] of 2018, item 1861);
- 3) the Rules of Study at the University of Economics and Human Sciences in Warsaw, and
- 4) the Constitution of the University of Economics and Human Sciences in Warsaw.

These Payment Rules & Refund Policy shall apply to students and participants in other educational offerings provided by the University of Economics and Human Sciences in Warsaw (all such students and participants are referred to herein collectively as "**students**" and each of them individually as a "**student**", and each any educational offering of any nature is referred to herein as a "**programme**".

ARTICLE 1. GENERAL PROVISIONS

- **1.** Programmes at **Akademia Ekonomiczno-Humanistyczna w Warszawie** [University of Economics and Human Sciences in Warsaw] ("**AEH**" or the "University") are provided subject to the payment of tuition fees.
- **2.** Each student must comply with the rules for the payment of tuition fees, the rules of study and other rules and regulations governing the operation of the University.

ARTICLE 2. ADMINISTRATIVE FEE AND APPLICATION FEE

- **1.** Each candidate applying for admission to a programme at AEH must pay an **administrative fee** and an **application fee**.
- **2.** Both the administrative fee and the application fee are charged only once for the duration of the programme. Application fees will not be refunded, subject to Article 9(1).

- **3.** If a student is disenrolled from a programme and wishes to re-apply for admission to a programme, they will be required to pay the administrative fee and the application fee again at the amounts that apply to the intake during which they have re-applied.
- **4.** Exemptions from the administrative fee and the application fee are available to a graduate of the University, provided that the time elapsed between the applicant's graduation from a programme at the University or completion of a language course at the University is not longer than one academic year.
- **5.** At any time prior to the start of the intake process, the University authorities may define the eligibility requirements for a reduction in or an exemption from the administrative fee.
- **6.** The University authorities may grant discounts on tuition fees to those students who have obtained the best results in their scholarship examination, in accordance with the rules adopted in a regulation other this regulation.

ARTICLE 3. TUITION FEES

- **1.** Any reference in this regulation to a tuition fee or tuition fees is a reference to the fees paid by a student in connection with the provision of educational services by the University for full-time and part-time programmes or for any other education offering.
- 2. The student shall pay tuition fees in accordance with the payment plan of their choice as specified in their tuition fee payment agreement (the "Agreement") with the University. The tuition payment plan chosen by the student shall be valid until the end of the student's programme.
- **3.** If a student wishes to change their tuition payment plan for the following academic year, the student shall submit a written statement of their intention to make the change before the start of the new academic year, no later than on 31 July. Each change to or of the tuition payment plan requires an amendment to the Agreement.
- **4.** A student's tuition payment plan may be changed only with the approval of the faculty coordinator and only to one of the tuition payment plans specified in Article 3(5).
- **5.** Tuition fees may be paid in accordance with one of the following tuition payment plans:
- a) a one-off payment,
- b) payment in two instalments.
- **6.** Each student must pay their tuition fees for each academic year in accordance with the tuition payment plan of their choice and in the currency specified in the Agreement.
- **7.** Tuition fees are refundable in accordance with the provisions of Articles 8-13.

ARTICLE 4. OTHER FEES

- **1.** A student may apply for readmission to a programme only after repaying all the amounts they owe to the University.
- **2.** A student who does not continue their studies in the year in which they began, such as a student returning from a leave of absence, shall pay the tuition fees applicable for the year in which they are enrolled.
- **3.** No tuition fees apply for a long-term leave period. In the event that a student is granted a long-term leave of absence by the University authorities after the date on which classes begin in a given year, the student will be required to pay tuition fees according to the tuition payment plan of their choice for the time until the month in which the application for a leave of absence was submitted, rounded off to a full calendar month.
- **4.** If a student is requested to repeat a year, they will be required to pay the full standard tuition fees (without discounts) for the repeated academic year, with the basis for calculation of the fees being permission for the student to repeat that year.
- **5.** If a student's application to shorten their programme in accordance with the relevant provisions of AEH's rules of study, individual arrangements will be made for the payment of tuition fees for two years of the programme.
- **6.** If a student leaves the university to study on a programme or to complete a work experience placement under the Erasmus+ programme, the student shall pay tuition fees to AEH for their programme at AEH according to the tuition payment plan of their choice for the entire period of study at the participating university.
- **7.** A student admitted to the first semester of a programme may apply to be moved to a higher semester of the programme in accordance with the applicable laws and regulations and AEH's rules of study.
- **8.** In addition, each student is required to pay, to the University, the fees specified in regulations implementing the Polish Higher Education and Science Act and the following fees:
- 1) a fee for each subject specified in a decision to award a conditional pass to the student: PLN 100 (one hundred Polish złoty) or EUR 25 (twenty-five euros) per ECTS credit (this applies to all lectures, practical classes, laboratory classes, workshops, foreign language classes, group tutorials and seminars). This must be paid within 7 (seven) days of the date of the decision approving the student's application for a conditional pass;
- 2) curriculum differences: PLN 100 (one hundred Polish złoty) or EUR 25 (twenty-five euros) per ECTS credit (applies to all lectures, tutorials, labs, workshops, foreign language classes, discussion classes, seminars). This must be paid within 7 (seven) days of the date of the decision approving the student's application for resumption of studies;

- 3) a certified copy of a diploma translated into a foreign language: **PLN 20** (twenty Polish złoty) or **EUR 5** (five euros) for each copy. This fee must be paid on the date of applying for such a copy;
- 4) a certified copy of the supplement to a diploma, translated into a foreign language: **PLN 20** (twenty Polish złoty) or **EUR 5** (five euros) for each copy. This fee must be paid on the date of applying for such a copy;
- 5) a duplicate of a higher-education diploma: **PLN 20** (twenty Polish złoty) or **EUR 5** (five euros) for each duplicate. This fee must be paid on the date of applying for such a duplicate;
- 6) a duplicate of the supplement to a diploma: **PLN 20** (twenty Polish złoty) or **EUR 5** (five euros) for each duplicate. This fee must be paid on the date of applying for such a duplicate;
- 7) library penalties charged as per University's library regulations: **PLN 1** (one Polish złoty) or **EUR 0.25** (twenty-five euro cents) per day for each item;
- 8) a fee for an Electronic Student ID Card: **PLN 22** (twenty-two Polish złoty) or **EUR 6** (six euros). This fee must be paid on the date of submitting an application for admission to a programme;
- 9) a duplicate of the Electronic Student ID Card: **PLN 33** (thirty-three Polish złoty) or **EUR 9** (nine euros). This fee must be paid on the date of applying for such a duplicate;
- 10) a fee for certification of the documents referred to in s.78(1) of the Polish Higher Education and Science Act where such documents are to be used outside Poland: **26 PLN** (twenty-six Polish złoty) or **7 EUR** (seven euros). This fee must be paid on the date of applying for this service;
- 11) A fee for each written letter requesting a student to pay overdue fees and for any other written notice, including a notice of a decision, sent to a student (**to an address in** or **outside Poland**) will be charged as per the price list of Poland's national postal service operator and must be paid by the end of the month following the date of posting the letter or notice;
- 12) A fee for sending a student ID card by post (**to an address in** or **outside Poland**) will be charged as per the price list of the postal service operator and must be paid before posting. This service is available only to students enrolled on a programme delivered with the use of distance learning methods and techniques only;
- 13) A fee for posting a copy or printout of a student's periodic performance record sheet or of any other document specified in s.17(2) and/or s.17(3) of the Regulation of the Minister of Science and Higher Education of 27 September 2018 (to an address in or outside Poland) will be charged as per the price list of the postal service operator and must be paid before posting;

- 14) A fee for sending by courier service (**to an address in** or **outside Poland**), at the request of a student, a certificate of enrolment or any other educational document will be charged as per the courier's company price list and must be paid before sending;
- 15) An examination for a certificate of competency in English as a requirement for admission to a programme delivered in English: **EUR 35** (thirty-five euros) or **PLN 160 PLN** (one hundred and sixty Polish złoty). This fee will not be refunded if the student fails to take the examination for whatever reason.
- **9.** The fee for a duplicate of a student ID card shall be 50% higher than the fee for the original student ID card.
- **10.** All costs related to a student's work experience placement, particularly the cost of accident insurance and/or third-party liability insurance, shall be the responsibility of the student.
- **11.** All costs related to the preparation of a degree thesis (for a first-cycle (undergraduate) degree or a second-cycle or long-cycle degree), particularly the costs of research tools, research trips, literature or printing services (the cost of printing and binding the thesis), shall be the responsibility of the student.
- **12.** If a student's student rights have been suspended by the Rector, the student will still be required to pay tuition fees and other education-related fees for the duration of the suspension, and the University will not be required to refund any such fees to the student if they have already been paid.
- **13.** The fees specified in this article are refundable in accordance with the provisions of Articles 8-13.

ARTICLE 5. SPECIALISATION PATHS AND ENROLMENT ON TWO PROGRAMMES SIMULTANEOUSLY

- **1.** If a student chooses to follow a second specialisation path on the same programme, the student will be offered a 30% discount on the tuition fees for that second specialisation path.
- **2.** If a student chooses to study for a degree on a second programme, the student will be offered a 50% discount on the tuition fees for the second programme as long as the student is enrolled on the two programmes.
- **3.** If the student discontinues their studies on the second programme, they will be required to pay the standard tuition fees for the first programme as of the month following the decision to disenroll the student from the second programme became final.

ARTICLE 6. TERMINATION OF THE TUITION FEE PAYMENT AGREEMENT

- **1.** In the event of termination of the Agreement, the student will be required to reach a full financial settlement with the University within 7 (seven) days from the date of such termination.
- **2.** The student will be required to make payments for each academic year according to the tuition payment plan of their choice, as per the payment schedule specified in the Agreement, by the end of the calendar month in which the student was disenrolled, subject to the notice period as per the Agreement.
- **3.** In the event of termination of the Agreement, the student will be required to submit a signed clearance slip to the University within 7 (seven) days from the date of such termination. The above provision shall not apply to students enrolled on programmes delivered with the use of distance communication methods and techniques only.
- **4.** If the Agreement was concluded as a **distance contract** and the student wishes to **withdraw** from it, the student's withdrawal statement must be sent in documentary form (a scanned copy showing the student's handwritten signature) to the University's dedicated e-mail address: wypowiedzenie@vizja.pl.
- **5.** If the Agreement was concluded as a **distance contract** and either Party wishes to **terminate** it, the termination statement must be sent in documentary form (a scanned copy showing the student's handwritten signature) by email:
- if terminated by the student, to the University's dedicated e-mail address: wypowiedzenie@vizja.pl;

if terminated by the University, to the student's e-mail address assigned by the University, subject to a one-month notice period with effect as of the end of the calendar month in which the termination is made.

6. If the Agreement was concluded **on the University's premises**, either Party may **terminate** the Agreement by submitting a written statement to that effect to the other Party (with acknowledgement of receipt) subject to a one-month notice period with effect as of the end of the calendar month in which the termination is made.

ARTICLE 7. ADDITIONAL PROVISIONS

1. For the purposes of the student's financial settlements, it is assumed that the academic year is divided into two semesters, with the winter semester lasting until the 28th or 29th day of February and the summer semester until the 30th day of September, except that this division is not the same as the division of the academic year into semesters resulting from the organisation of the academic year in accordance with AEH's rules of study.

- **2.** All fees must be paid at the University's cash desk (in cash or by credit/debit card) or by bank transfer into the University's bank account. Each payment shall be deemed to have been made on the date when it is credited to the University's bank account.
- **3.** A student's absence cannot be the basis for disenrolling the student from the programme or for reducing their tuition fees, but if a student exceeds the limit of absences set by the lecturer or teacher, the student may be prevented from taking a coursework completion test or an examination.
- **4.** Overdue payments shall carry late-payment interest at the maximum permitted rate.
- **5.** The University is under no obligation to send reminders to the student about their financial arrears.
- **6.** Each student's personal data will be processed by the University of Economics and Human Sciences in Warsaw for the purposes of (a) carrying out and documenting its teaching process, including the student's preparation and defence of their degree thesis, (b) complying with the University's information provision, documentation retention and statistical reporting obligations under, *inter alia*, the Act on Higher Education and Science, in accordance with the provisions of the Act on Personal Data Protection of 10 May 2018 (Dz.U. *[Journal of Laws]* of 2018, item 1000) and the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation, known as the "GDPR").
- **7.** Each student is required to receive the emails sent by the University to the e-mail account assigned to the student by the University and given in the Student Information System (SIS).
- **8.** The University may send text messages (SMS) to the student with information related to their studies.
- **9.** Each student will be solely liable in accordance with the Polish Civil Code for any loss or damage suffered by the University through the student's fault.
- **10.** The provision of s.160a of the Polish Higher Education and Science Act of 27 July 2005 shall apply to each student that signed an agreement with AEH and was enrolled on a programme at AEH before the Polish Higher Education and Science Act of 20 July 2018 came into force and to each student that was enrolled on a programme at AEH in the 2018/2019 academic year, which means that such a student will be required to pay their tuition fees and other fees for educational services in accordance with the provisions of the earlier law.

ARTICLE 8. REFUND POLICY

- 1. This policy identifies the situations and circumstances under which the University will make or refuse to make a refund to a candidate **other than a Polish citizen** for a place on a programme delivered in English of any funds paid by that candidate in respect of a period or periods during which the candidate (as a student) was absent from the programme.
- **2.** This refund policy is based on the principle that the funds paid by a candidate will be refunded to them in the situations and on the terms set out hereinafter.
- **3.** Under Article 13(3)(13) of the Constitution of the University of Economics and Human Sciences in Warsaw (AEH), the General Manager of AEH has the authority to decide whether to make or to refuse to make a refund.
- **4.** The General Manager of AEH shall implement this refund policy through authorised members of the University's personnel.
- **5.** All refunds shall be made into the bank account specified for this purpose by the candidate in respect of whom the amounts to be refunded were paid, regardless of who paid the amounts and from what bank account they were paid.
- **6.** Any of the following situations shall be accepted as a valid reason for a candidate or student to withdraw from a programme at AEH:
 - 1) the candidate (or the student) has been denied a visa within the meaning of the Polish Foreigners Act [Polish: *ustawa o cudzoziemcach*] of 12 December 2013, if this denial actually prevents the candidate (or the student) from starting or continuing their studies;
 - 2) it is impossible for the candidate to obtain a visa, if this actually prevents them from starting or continuing their studies and if the candidate has supplied a document confirming that (a) they have not applied for a visa, (b) no visa application process is underway in respect of that candidate and (c) they are not waiting for a visa decision from a consulate;
 - 3) the candidate (or the student) has supplied a medical certificate clearly stating that the candidate (or the student) is unfit to start or continue their studies due to their illness and/or disability;
 - 4) any fortuitous event or circumstance other than those specified above, provided that the event or circumstance is documented as a valid reason and provided that it actually prevents them from starting or continuing their studies.
- **7.** If any of the circumstances specified in Article 8(6) above needs to be proven, the candidate's application for a refund due to withdrawal will only be accepted if the candidate has supplied evidence, particularly hard-copy documents, the authenticity of which is unquestionable.

- **8.** If it is suspected that a document supplied by a candidate may have been falsified, altered or issued without authority, the University shall refuse to make the refund applied for.
- **9.** If the application for a refund is rejected on the basis that the candidate has supplied a false document or false documents, the University shall refuse to make the refund applied for.
- **10.** The costs of a candidate's application for a place at the University include the application fee, bank charges for transfers, the cost of delivering documents to the candidate and other costs actually incurred by the University in connection with the candidate's application for a place and with the processing of the candidate's application for a refund.
- **11.** No such costs will be refunded unless the candidate is unable to start their studies on a programme because the University has not launched the programme.
- **12.** The summer intake period is the period during which applications are received for programmes starting in March.
- **13.** The winter intake period is the period during which applications are received for programmes starting in October.
- **14.** If a candidate wishes to withdraw from a programme, they will have to terminate their tuition fee payment agreement with AEH in accordance with the provisions of that agreement, any amendment to that agreement, and AEH's Payment Rules.

ARTICLE 9. REFUNDS OF TUITION FEES

Refunds of tuition fees shall be made in the following situations:

- 1) the candidate has been denied a visa and has submitted a statement to withdraw from AEH's programme by 30 September for the winter intake or by 20 February for the summer intake;
- 2) the candidate has withdrawn from AEH's programme for a valid medical reason or for any other of the reasons specified in Article 8(6)(4), provided that they submit their withdrawal statement by 30 September for the winter intake or by 20 February for the summer intake;
- 3) University will deduct 15% of the annual tuition fee if the candidate submits their withdrawal statement by 31 October for the winter intake or by 31 March for the summer intake;
- 4) the University will deduct 25% of the annual tuition fee if the candidate submits their withdrawal statement by 30 November for the winter intake or by 30 April for the summer intake.

ARTICLE 10. FAILURE TO OBTAIN A VISA DECISION

- 1. If it is not possible for a candidate to obtain a visa decision, the candidate shall notify the University of that by 30 September for the winter intake or by 20 February for the summer intake, and shall make a decision regarding their attendance on the programme while waiting for their visa decision, i.e.
 - 1) the candidate wishes to attend classes remotely while waiting for their visa decision;
 - 2) the candidate does not wish to attend classes remotely while waiting for their visa decision.
- **2.** If a candidate fails to notify the University of their decision by the above deadline as appropriate, the candidate shall be deemed to have decided not to attend classes remotely while waiting for their visa decision.
- **3.** If a candidate wishes to attend classes remotely while waiting for their visa decision, they shall sign a statement to confirm that they wish to be allowed access to remote classes and that they understand that their tuition fee will not be refunded in that case.

ARTICLE 11. TRANSFER OF AN APPLICATION TO THE NEXT INTAKE

- 1. Whenever a candidate is to be refunded any funds, the candidate may apply to the University to transfer their application to the next intake. In such a case, the University will transfer the candidate's tuition fee and application fee to the next accounting period.
- **2.** The University will deduct the annual tuition fee in accordance with the provisions of Articles 10(3)(2) and 10(3)(3) if the candidate's application for a transfer is submitted after 31 October for the winter intake or 31 March for the summer intake.

ARTICLE 12. CIRCUMSTANCES JUSTIFYING REFUSAL TO MAKE A REFUND

For the avoidance of doubt, the situations in which no refund of any funds paid by a candidate will be made include, without limitation, the following:

- 1) the candidate is unable to start their studies without a valid reason or without providing a sufficiently valid reason;
- 2) the candidate has failed to meet the deadline for supplying documents to support their application for a refund;
- 3) it is impossible to determine on the basis of the documents supplied by the candidate that the candidate is actually unable to start their studies;
- 4) the student has dropped out of their programme;
- 5) the candidate had an actual opportunity to study remotely, but has not used that opportunity and has not notified the University of their decision not to study remotely.

ARTICLE 13. FINAL PROVISIONS

- 1. If a student takes a leave of absence or interrupts their studies in accordance with the rules and procedures set out in AEH's rules of study, the funds paid by the candidate will be transferred to the next semester/year of study at the student's request.
- **2.** The grounds specified in this policy for the decision to make a refund or to refuse to make a refund to a candidate of the tuition fees paid by them are intended as general guidance to be followed by authorised personnel when implementing the provisions of this policy.
- **3.** Each application for a refund will be considered by authorised personnel, who will take into account the nature of the matter at hand, and if there are any doubts, the decision will be made by the General Manager of the University within the scope of their authority.
- **4.** The General Manager's decision about the refund applied for will be final and the matter will be deemed closed.

Deadli	ne for the receipt by the Universit	y of a candidate's decision	notice*
By 30 September (for the winter intake) By 20 February (for the summer intake)	By 31 October (for the winter intake) By 31 March (for the summer intake)	By 30 November (for the winter intake) By 30 April (for the summer intake)	After 30 November (for the winter intake) After 30 April (for the summer intake)
Full refund	Refund with a 15% deduction	Refund with a 25% deduction	No refund

Is the candidate	Deadline for the receipt by the University of a candidate's decision notice*				
attending online classes?	By 30 September (for the winter intake) By 20 February (for the summer intake)	By 31 October (for the winter intake) By 31 March (for the summer intake)	By 30 November (for the winter intake) By 30 April (for the summer intake)	After 30 November (for the winter intake) After 30 April (for the summer intake)	
YES	No refund will be made for this reason.	No refund will be made for this reason.	No refund will be made for this reason.	No refund will be made for this reason.	
NO -	No refund will be made for this reason.	Refund with a 15% deduction	Refund with a 25% deduction	No refund	

Dead	FOR OTHER VALID REA		otice*
By 30 September (for the winter intake) By 20 February (for the summer intake)	By 31 October (for the winter intake) By 31 March (for the summer intake)	By 30 November (for the winter intake) By 30 April (for the summer intake)	After 30 November (for the winter intake) After 30 April (for the summer intake)
Full refund	Refund with a 15% deduction	Refund with a 25% deduction	No refund

^{*}The date of receipt is the date on which the information from the candidate is received by the University (addressed to the Refund Department) in writing or electronically along with the documents.

Shahon James