

## Quality Controlled Document

**Policy:** Tuition Fees 2021-22

**Date:** March 2021

**Approved by:** Andy Bates – CFO

**Signature:**

### 1 Full Fee Exemptions

Some students are exempt from payment of fees because of their personal circumstances or the particular qualification they are studying. If they fall into any of the categories described below, the tuition fees and exam fees will be waived. Please see attached funding matrix,

The categories are:

1.1 Home students aged 19-23 enrolled on English and Maths courses.

Home students aged 19-23 enrolled on an Entry or Level 1 course that will lead to a level 2 course.

Home students aged 19-23 enrolled on their first Level 2, Level 3.

1.2 Home students aged 16-18. A 16-18-year-old learner is defined as a student aged 16, 17 or 18 on 31 August in the calendar year when s/he begins a programme of study.

1.3 Home students aged 24+ enrolled on English and Maths courses.

1.4 Students in receipt of certain benefits (see Section 2), on qualifying courses.

1.5 Note: Fees will not be waived for full cost programmes.

### 2 Fee Waivers (Remitted Fees)

2.1 Students aged 19 or older on ESFA courses **up to level 2** will be eligible to have their tuition and exam fees waived if they are unemployed **and** receiving **any** state benefits\* **and** they believe that the training will help them into work

2.2 Students aged 19 – 23 studying an ESFA funded level 3 qualification, which is legally entitled, will be eligible to have their tuition and exam fees waived if they **do not** currently hold a full level 3 qualification.

2.3 Students aged 19-23 who already have a full level 3 qualification will not be eligible for a fee waiver (N.B. Some courses are eligible for the Advanced Learner Loan)

- 2.4 Students aged 24+ studying a ESFA funded level 3 qualification on the National Skills Fund qualification list, will be eligible to have their tuition and exam fees waived if they **do not** currently hold a full level 3 qualification.

[List of qualifications included in the National Skills Fund – level 3 adult offer \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

- 2.5 Students aged 24+ at the start date of their course studying a level 3 qualification or above, not on the National Skills Fund qualification list, will not be eligible for a fee waiver (N.B. Some courses are eligible for the Advanced Learner Loan)

- 2.6 In certain circumstances students may be eligible for full funding\*\*

- 2.7 \* 'State benefit', in relation to the ESFA, is defined as any monetary grant that is paid to an individual, based on their individual circumstances or characteristics, by central or local government

\*\* Examples of circumstances that would be eligible for full funding:

- Change in working situation e.g loss of job, reduction in working hours
- Change in home life situation e.g relationship breakdown
- Change in financial circumstances.
- Low income and unable to start / continue course without funding

\* 'State benefit', in relation to the ESFA, is defined as any monetary grant that is paid to an individual, based on their individual circumstances or characteristics, by central or local government

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- Change in home life situation e.g relationship breakdown
- Change in financial circumstances.
- Low income and unable to start / continue course without funding

### **3 Full Time Programmes**

#### **3.1 Higher Education (Office for Students) Programmes**

There will be a £1,000 bursary available for students progressing from a college course to enrolment on a higher education OfS full time programme for their 1<sup>st</sup> year. There will also be a £500 bursary available for subsequent, consecutive 2<sup>nd</sup> year of full time study. For some subject areas a proportion of the bursary is specified to cover the purchase of equipment and materials for use throughout the course.

3.1.1 The tuition fees for full-time HE programmes regulated by OfS (Foundation Degree, Higher Nationals) starting in the 2021/22 academic year will be UP TO £7,875 per year (120 credits).

3.1.2 The tuition fees for part time HE programmes regulated by OfS in the 2021/22 academic year will be calculated proportionately based on UP TO £7,875 per year per 120 credits

### 3.2 FE Classroom full time programmes (programmes exceeding 450 glh)

3.2.1 For eligible students on eligible programmes, the tuition fee will be £1,680 for learners aged 19 – 23 in their 1<sup>st</sup> year. Students on their 2<sup>nd</sup> year will be charged £1,650.

3.2.2 A loan scheme operates for learners aged 19+ studying eligible level 3 or 4 programmes. The level of fee is set for each qualification, capped by LARS.

## 4 Part Time Tuition Fees

4.1 Other part time tuition fees will be set under arrangements approved by the CFO.

## 5 Materials Fees / Residential Fees

5.1 Materials / residential fees will be agreed between the Vice Principal Curriculum and Quality and the Head of School. Materials fees shall only be set where there is a clear justification recorded in the curriculum planner. Where this is not completed by the department, the fees shall be set at £0.

5.2 Waivers of these fees are not available. However, students on low incomes/benefits can apply to Student Services for assistance with these fees.

## 6 Examination And Awarding Body Fees

6.1 All exam fees will, where possible, be included on Unit-e. Students receiving a government waiver for tuition fees do not pay exam fees.

6.2 The following groups are exempt from examination and awarding body fees:

(i) Full-time or part time students aged 16 - 18.

(ii) Full-time students on prescribed HE programmes (Degree, HND).

(iii) Students entering Functional Skills or GCSE maths and English programmes.

The College will only pay for these students' first attempt; re-sit fees must be met by the students, with the exception of Functional Skills awards, where the College will meet the cost of a first re-sit if applicable. However, where attendance levels fall below 80%, students from the above groups will be charged examination and awarding body fees.

6.3 All other students are liable for their own examination and awarding body fees.

6.4 A College charge of £15, together with any late fees levied by the Examining Board concerned, will be made for examination entries received after the closing date (where such entries are accepted). These fees cannot be waived.

- 6.5 Payment of membership subscription to professional bodies is the responsibility of the student, excluding those on an Apprenticeship.
- 6.6 A charge of £100 per entry will be made for external candidates.
- 6.7 Learners failing to attend examination shall be liable for all costs associated with those examinations.

## **7 Overseas Fees**

- 7.1 Overseas tuition fees for provision excluding EFL/TEFL and full cost programmes are available from Student Services
- 7.2 Any students, including staff, who do not meet the definition of home student are liable to pay the overseas fees rate.
- 7.3 Full time overseas students must be referred to the Student Services to process their enrolments and not be enrolled directly by College staff.
- 7.4 Overseas students will be expected to make payments of their fees as follows:
- £1,000 deposit on application. Any deposit paid will be non-refundable unless your visa application is rejected For refund information please see section 15.3;
  - The balance must be paid in full before the course starts.
  - Part time international students will be charged £10 per hour
- 7.5 The following persons will be eligible for funding (these groups correspond to the groups listed in the Education (Fees and Awards) Regulations, 1997 (“the Regulations”):
- a person on the relevant date who is “settled” in the UK, and who has been ordinarily resident in the UK and Islands (that is, including the Channel Islands and the Isle of Man) for the three years preceding the ‘relevant date’ (that is, the date of 1 September, 1 January or 1 April that is closest to the beginning of the first term of the person’s learning aim), and whose main purpose for such residence was not to receive full-time education during any part of the three-year period. “Settled” means having either indefinite leave to enter or remain (ILE/R) or having the Right of Abode in the UK. British citizens and certain other people have the Right of Abode in the UK:
    - i Those with the European Community – United Kingdom of Great Britain and Northern Ireland passports.
    - ii British Dependent Territory Citizens (now known as British Overseas Territory Citizens).
    - iii Those whose passports have been endorsed to show they have Right of

Abode in the UK.

- iv Those who have a certificate of naturalisation or registration as a British Citizen.
- A national of any European Union (EU) country or spouse or civil partner or the child of an EU national who has been ordinarily resident in the European Economic Area (EEA) for the three years preceding the “relevant date”.
- An EEA migrant worker or the spouse or civil partner or child of an EEA migrant worker who has been ordinarily resident in the EEA for the three years preceding the “relevant date”.
- Anyone who is recognised as a refugee by the UK Government (granted Refugee Status) who has remained ordinarily resident in the UK and Islands since so recognised, or the spouse or civil partner or child of such a refugee.
- Anyone refused refugee status but who has been granted leave to stay by the Secretary of State, granted Humanitarian Protection (HP) or Discretionary Leave (DL), or was granted exceptional leave to enter or remain (ELE/ELR) by the UK Government, and who has remained ordinarily resident in the UK and Islands since so recognised, or the spouse or civil partner or child of such a person.
- Learners studying under reciprocal exchange agreements.

For funding eligibility purposes, the EEA is defined as all members of the EU and Iceland, Liechtenstein, Switzerland and Norway. The fees and award regulations now confer extended eligibility on EEA citizens and their extended family members (such as grandchildren and grandparents). Providers should consult their ESFA partnership team before refusing eligibility to any EEA citizens or family members with more than three years’ residency in the EEA area. From 2007/08 learners from certain British Overseas Territories and learners from equivalent European Overseas Territories will also be eligible for funding, subject to the usual three year rule on residency and the territory being a qualifying territory.

Learners who are nationals of either of the 2 countries that joined the EU on 1 January 2007 (Bulgaria or Romania) will be eligible for funding at the “home” rate from 1 January 2007, subject to the learner meeting the normal three-year residency requirements in the new enlarged EEA, for programmes that start on or after that date.

In addition to considering the groups outlined above, the ESFA will also consider the following groups of learners to be eligible for ESFA funding:

- Persons who have legally been living in England for the three years immediately preceding the start of the programme, ignoring temporary absences (this does not include persons with time-limited leave to remain as a student whose leave to remain does not extend to the expected end date of the proposed learning aim of study).

- Persons with humanitarian protection (HP) or discretionary leave (DL) or exceptional leave to enter or remain (ELE/ELR), their spouses, civil partners and children.
- Persons with recently settled status (this means those having been granted indefinite leave to enter or remain, Right of Abode or British Citizenship within the three years immediately preceding the start of the course).
- The spouse or civil partner of a person with settled status, who has been both married (or has undertaken a recognised civil partnership ceremony) and resident in the UK, for one year.

The ESFA will also consider the following groups of learners to be eligible for ESFA funding:

- Asylum seekers who have legally been in UK pending consideration of their claim by the Home Office for longer than six months.
- Asylum seekers refused asylum but eligible and granted support under Section 4 of the Immigration and Asylum Act 1999.
- All learners accepted as eligible under this paragraph must be reassessed for eligibility at the start of each and every programme they undertake.

In addition to the groups above, the ESFA will also consider the following groups of 16-18 year old learners as eligible for ESFA funding:

- 16-18 year olds who are accompanying parents who have the Right of Abode or leave to enter or remain in the UK, or 16-18 year olds who are the children of diplomats.
- 16-18 year old dependents of teachers coming to the UK on a teacher exchange scheme.
- 16-18 year olds entering the UK (where not accompanied by their parents) who are British Citizens (but not holders of British Overseas passports), or 16-18 year olds whose passports have been endorsed to show they have the Right of Abode in this country (holders of passports describing them as British Overseas Citizens have no automatic right of abode in the UK, nor do other non-EEA nationals).
- All 16-18 year asylum seekers (but not any accompanying parents or guardians also seeking asylum in UK).
- Any unaccompanied asylum seekers aged 16-18 who are placed in the care of social services.

## **8 EFL/TEFL Programmes**

8.1 Fees for EFL/TEFL programmes will be determined on an individual basis by the EFL unit and agreed by the CFO.

## **9 ETA Fees**

9.1 ETA fees will be negotiated by the ETA Unit, subject to approval by the CFO.

## **10 Under 16 Students**

10.1 Full time students under the age of 16 at 1 September 2021 should be referred to Student Services.

10.2 Part time students cannot generally be enrolled and exception to this must be agreed by the CFO.

## **11 Adult Education and Full Cost fees**

11.1 Will be individually Priced

## **12 Remote Learning**

Fees will not be reduced or refunded as a result of student absence due to illness or otherwise, or as a result of you being required to study from home as a result of us providing educational services remotely for whatever reason. If you take study leave at home before or during public examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.

## **13 Payment of Fees at Enrolment**

13.1 Any student with fees outstanding from a previous academic year will not be enrolled onto any further courses until payment has been made **IN FULL** or arrangements to pay made with the Finance department.

13.2 All students are responsible for making arrangements for their fees to be paid at enrolment. Students will not be enrolled unless their fees are paid in full at the point of enrolment, except in the following circumstances.

- (i) They have entered into a direct debit agreement as set out in Section 17 below.
- (ii) They have a letter from a sponsor agreeing to pay their fees.
- (iii) They are enrolling on a full time HE funded programme. In these circumstances they must pay or have agreed payment arrangements with the College by 1<sup>st</sup> November. Those students who have not made appropriate arrangements at this point shall be excluded.

- (iv) They are enrolling on a course eligible for an Advanced Learner Loan and they have declared they are applying for the loan. In these circumstances they must pay or have agreed payment arrangements with the College by 1<sup>st</sup> November. Those students who have not made appropriate arrangements at this point shall be excluded.
- (v) Students receiving a tuition fee waiver on the grounds of a state benefit, or aged 16-18 who are also applying to Student Funds for assistance with other fees. In these circumstances, any fees due shall be payable or the student shall be excluded. If the student has not applied to the Fund within two weeks of enrolment, it shall be assumed that they will be meeting their fees in full and will be given six weeks to pay or make arrangements to pay.
- (vi) Where enrolment forms are received by Student Services in the internal post system, the student shall be contacted and asked to make arrangements for payment within six weeks of the commencement of the course or may be excluded.
- (vii) Full time students re-enrolling with only a materials and residential fee to pay may enrol and must pay or have made arrangements to pay by 1<sup>st</sup> November.
- (viii) Students may enrol with their exam fee outstanding. Students with fees outstanding from previous years will not be entered.
- (ix) Fee refunds will only be made in exceptional circumstances once the student has started the course (refer to section 15).

## **14 Force Majeure**

- 14.1 “the Virus”: The Coronavirus also called COVID-19 the spreading of which has been classed as a pandemic and any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect a party’s performance of its obligations under this Agreement.
- 14.2 Force Majeure Event means any circumstance not within a party’s reasonable control which affects it performing its obligations under this Agreement including, without limitation:
  - 14.2.1 acts of God, flood, drought, earthquake or other natural disaster;
  - 14.2.2 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause);
  - 14.2.3 interruption or failure of utility service;
  - 14.2.4 the Virus;
  - 14.2.5 epidemic or pandemic;



- 14.2.6 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 14.2.7 nuclear, chemical or biological contamination, or sonic boom;
- 14.2.8 any law or any action taken by a government or public authority;
- 14.2.9 collapse of buildings, fire, explosion or accident.
- 14.3 If and to the extent that a party (Affected Party) is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall as soon as practicable notify the other party in writing of the Force Majeure Event, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement.
- 14.4 Provided it has complied with clause 14.3, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations while such Force Majeure Event continues to have effect. The time for performance of such obligations shall be extended accordingly.
- 14.5 The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate this agreement by giving written notice to the Affected Party.
- 14.7 If a Force Majeure Event is prevailing or predicted at the date of this agreement an Affected Party will be entitled to relief under this clause only if at the date of this Agreement, the Affected Party had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event.

## **15 Payment Arrangements**

- 15.1 The Direct Debit terms offered are the same for full time and part time courses. Direct Debit payments will be collected on either the 5th or 20th of each month. There is no minimum requirement for a Direct Debit however monthly payments should be no less than £10.

A weekly payment plan facility (for non-bank account holders only) will be available. The length and weekly amount to be agreed by Student Services for fees up to £100. For fees over £100 payment plan to be agreed by the Finance department.

For Direct Debits and Payment Plans:

- Course fees are to be paid in full by the end date of the course
- A 20% deposit should be made at enrolment. Lower deposit amounts to be agreed at the discretion of the Finance Supervisor.

- 15.2 Longer instalment facilities will be available at the discretion of the Finance Supervisor for those genuine cases in which full payment of fees would cause unnecessary hardship.
- 15.3 Direct Debit application forms are issued and should be returned to Finance for approval.
- 15.4 Students will not be enrolled until all their payment plan details are received.

## **16 Fee Refunds**

### **16.1 Mainstream Programmes**

- (i) Students enrolling early who subsequently do not take up their place will be entitled to a refund of all fees, provided written confirmation of their decision is **received** by the Finance department within six weeks of the start of the programme.
- (ii) Tuition fees will be refunded in full where the College cancels a course.
- (iii) Tuition fees will be refunded in full where a course is discontinued because the number of students falls below the prescribed minimum determined by the College.
- (iv) Refunds of examination fees or Examination Board registration fees will only be granted if the College recovers the fee from the Examination Board.
- (v) If the student's sponsor has given a written undertaking to pay a student's fee, the sponsor remains liable to pay said fees, even if the student ceases to be an employee of the sponsor.
- (vi) Refund applications received more than two months from the date of the student's last attendance will not be considered.

### **16.2 Commercial Full Cost Courses**

#### **Part Time Recreational Evening Courses**

- (i) Students enrolling whom subsequently do not take up their place will be entitled to a full refund if they notify the college, 10 working days prior to the start date of the course. For Notification after this date, there shall be no refund.
- (ii) Students enrolling who subsequently do not take up their place may at the discretion of the College be permitted transfer from one part time recreational course to another prior to the start date, however no refund shall be made if there is any variance in course fee.

- (iii) Students who start the course but withdraw after attending one of more classes shall not be entitled to a refund.
- (iv) Fees will be fully refunded where the College cancels a course prior to the start date of that course.

**Professional Short Course – Full Cost**

- (v) Students enrolling whom subsequently do not take up their place will be entitled to a full refund if they notify the college, 10 working days prior to the start date of the course. For Notification after this date, there shall be no refund.
- (vi) Students enrolling whom subsequently do not take up their place may be permitted at the discretion of the College a substitute delegate.
- (vii) Students who start the course but withdraw after attending one of more classes shall not be entitled to a refund.
- (viii) Fees will be fully refunded where the College cancels a course prior to the start date of that course.

16.3 Other Full Cost

No refunds are granted for Full Cost provision although substitute delegates will be permitted.

16.4 International/EFL

- (i) The College cannot give a refund of deposit or fees in a case of a change of mind after the start your course. You cannot, for example, reduce the number of hours you study per week and convert these into one-to-one classes. You cannot reduce the number of hours to study per day in order to lengthen the duration of your course.
- (ii) All refund applications must be made at least two weeks before the course start date.
- (iii) Any refunds can only be made to the original payer (the person who made the payment to the College) using the original method of payment (e.g., bank transfer, credit card).

Visa Refusals, Applicable to Student Visitor Visa (“SVV”), Extended Student Visitor Visa (“ESVV”) and Tier 4 Visas.

- (iv) If your visa application is refused, Gloucestershire College will refund full fees minus 25% of any deposit paid. This will be retained and the rest will be refunded, subject to the college viewing satisfactory documentation.

Exceptions to this are the instances outlined in points (v) and (vi) below where deposits and full fees will not be refunded.

- (v) If your visa application is refused on the grounds that documents submitted were fraudulent, Gloucestershire College accepts no responsibility to refund any deposit or fees already paid.
- (vi) Gloucestershire College accepts no liability for visa applications which are refused on the grounds of, or as a consequence of:
- incomplete or inaccurate visa applications being submitted.
  - insufficient or inappropriate proof of funding being submitted
  - inaccurate information submitted on the course application form
  - dishonesty in the visa application/interview.

In all the instances outlined in point (vi) any deposit or fees already paid will be retained by Gloucestershire College.

- (vii) In order to reduce risk of visas being rejected Gloucestershire College strongly recommends getting professional advice from the local immigration consultants or reputable agents. UK Visa & Immigration (or “UKVI”) regulations are updated frequently, and it is the student’s sole responsibility to ensure that they are familiar with the most up to date UKVI regulations. Students on a visa must familiarise themselves with UKVI regulations and at all times abide by the conditions of their visa.
- (viii) If Gloucestershire College documentation is deemed as unsatisfactory and served as the reason for a visa refusal, Gloucestershire College is committed to refund in full.

## 16.5 Apprenticeships

Refund requests must be made in writing to Finance Department, Cheltenham Campus, Princess Elizabeth Way, Cheltenham, GL51 7SJ or [sales.ledger@gloscol.ac.uk](mailto:sales.ledger@gloscol.ac.uk).

Requests will be considered on an individual basis in line with the College’s complaints procedure

Refunds may be made to an employer by credit note to be used for subsequent enrolments.

## 16.6 Higher Education Programmes as regulated by Office for Students (OfS) Programmes

### **i) Cancellation**

Students will have the statutory right to request in writing to cancel within 14 days from the date at which the enrolment form was signed. In this instance, the College will reimburse and refund all payments received from the student within 14 days from the date that the notice of cancellation was received.

Should notice of cancellation be received after the statutory 14 day period, then the College reserves the right to collect outstanding fees in line with section 15.5 ii below. The College will refund students where it is necessary to close a class due to insufficient numbers or where the attendance of learners is made impossible or inappropriate by some action of the College. Should this action prove necessary, the refund will be processed as part of standard procedures. Refunds will not be paid to those students who have left the course voluntarily. Refunds will not be made for any kit or materials which are being retained by the student.

For a refund request in response to an issue or problem with your College course the Talkback Guidance and Policy should be followed. This is available on the College website. Emails can be sent to [Talkback@gloscol.ac.uk](mailto:Talkback@gloscol.ac.uk)

**ii) Student Withdrawals - refunds for self-funding students or those in receipt of SFE loans.**

Students enrolled to HE courses who completely withdraw from their course are not expected to return and shall receive a refund in line with the mechanism set out below. Approved refunds will strictly be paid in the same method and to the same account as the money was originally received.

The date of withdrawal will be the later of the student’s last date of attendance or the date of receipt of written confirmation from the student of withdrawal from the course. It is the student’s responsibility to formally notify the College of their withdrawal at the point at which they leave the course.

Once a withdrawal has been actioned, any outstanding fee shall remain on the student’s account and shall be pursued by the College. Any remaining credit will be used to offset any debt on the student’s account thereafter a refund will be issued.

The standard mechanism for calculating fee refunds for each year of student is as follows, and is dependent on the student’s course start date (example dates are shown): <b>Withdrawal Date</b>  (example given for Sept 2021 starts)	<b>Amount charged of the total fee for the following</b>	<b>Amount refunded of total fee#</b>
<b>Cancellation period.</b> Within 14 calendar days from course start date	0%	100%
After 14 calendar days from the course start date to end of 1 <sup>st</sup> term (e.g. for Sept 2021 start courses – by following 19 <sup>th</sup> Dec 2021)	25%	75%
In the second term (e.g for Sept 2021 start courses – between 3 <sup>rd</sup> Jan 2022 and 18 <sup>th</sup> April 2022)	50%	50%
In the third term (e.g. for Sept 2021 start courses – 23 <sup>rd</sup> April 2022 and thereafter)	100%	0%

# There may be a different fee refund calculation in operation for some courses to take account of varying delivery patterns, modes of study etc. Such variations shall be determined by the VP Curriculum & Quality and must be approved by the CFO,

Students will be liable for fees until the College receives evidence of financial assistance from SFE towards the cost of tuition fees. No refund shall be made to the student until the College has received the appropriate fee from SFE. If SFE decide to

no longer support a student loan application, the student will remain liable for fees. Students will not be entitled for a refund on any overpayment of tuition fees. Any overpayments will be paid directly to SFE.

### **iii) Temporary Withdrawal from Studies for the remainder of the year**

Students who temporarily withdraw from an HE course at the College, are, by definition, expected to return, the cancellation period does not apply to temporary withdrawals. The fee to be paid for the year in which a student temporarily withdraws will be calculated according to the mechanism in para 15.5ii above. Refunds will not be issued for temporary withdrawals and any resulting credit will remain on the student's account and be carried forward to the following year to count towards further fees charged.

Where a student withdraws part way through a term and re-enrols at the same point (during or after the same week the following year), they will be charged for any remaining study at the new fee rate, if applicable. If the student re-enrols for the full academic year, s/he will be charged in full at the new rate.

Students who temporarily withdraw their studies remain liable to pay any outstanding fees due to the College. Should a student not complete their course or wish to suspend their study for any reason such as intercalation or illness – it is the responsibility of the student to contact Student Finance England with regard to loan amounts and fees payable.

### **iv) Sponsored Student Withdrawal**

A sponsor is a third party eligible body or organisation that will be responsible for payment of tuition fees. A sponsor will typically be an employer or government body. The College must receive satisfactory evidence of financial assistance from sponsors. Students will be liable for fees until the College receives evidence. It is the student's responsibility to ensure any agreed sponsorship of tuition fees is paid within 30 calendar days of enrolment.

In the event that the student withdraws, the College will pursue collection as detailed in paragraph 20. Where the course fees have been paid by a sponsor and the sponsored student leaves before the start of the course, the sponsor will be allowed to transfer the fees paid to a replacement student. Once the sponsored student has started the course, refunds will not normally be made to sponsors, other than in exceptional circumstance. Where a student leaves the sponsor's employment, any outstanding fees will be recoverable from the employer with whom the contract for support was agreed. A sponsor can make representation to the Principal or Chief Financial Officer, and a decision based on individual circumstances could include a refund by a credit note.

### **v) Transfers**

Where a student transfers from an HE course to another course within the College, the fees paid for the original course will be transferred to the new course, subject to the rules set by SFE. Where the fee for the new course is higher than for the original course the balance of fees must be paid.

### **vi) Mitigating Circumstances**

In addition to the mechanism for fee refunds set out in this section, consideration shall be given to amending refund amounts to students who have to withdraw due to exceptional mitigating circumstances. The College shall consider each case on merit,

however, academic and financial difficulties are not normally regarded as acceptable reasons for any refund. Such cases must be submitted to the Principal who will liaise with the relevant Head of School.

vii) **Continuity of Study.**

Unusually there may be occasions, after the start of a course, when the College puts in place a material change to delivery. These events are the exception rather than the norm, and in these circumstances the College will consider requests to cover additional significant financial disadvantage caused by the change. The College may request such documentary or any other evidence as it shall reasonably require before making a decision. Additional travel costs or other additional costs may be considered but are subject to agreement.

There may, by exception, be a circumstance where the College cannot preserve continuation of study for students on an HE programme. The HE Student Protection Policy will be applied and where options for students are very limited, the College will consider appropriate compensation in line with the Office of the Independent Adjudicator (Remedies and Redress April 2018). The College will take into account significant financial disadvantage or disruption directly attributable to the non-preservation of continuation of study. Any such payments must be agreed by the Principal.

## **17 Discount Policy**

17.1 The Principal is the delegated authority to introduce discount policy throughout the year.

## **18 Variations**

18.1 Any variation from the above policy must be approved in writing by the Principal or Vice Principal. No other member of staff has authority to waive any fees (including materials fees).

## **19 Student Transfers**

19.1 Students transferring to a course with a lower fee will not be given a refund of the difference if it is the student's choice to transfer.

19.2 Students transferring to a course with a higher fee shall be charged the difference where it is £25 or greater.

## **20 Students Completing Early or Later**

20.1 Students who complete their programme early shall not be given a refund of fees.

20.2 Students who complete their programme after the standard completion time and receive further tuition shall be charged a pro-rata fee based on the number of GLH offered.

20.3 Students who complete their programme after their standard completion time and do not receive further tuition shall be charged a pro-rata fee on the basis of 10 additional GLH.

## **21 Debt Collection Arrangements**

21.1 All sponsors will be invoiced within 60 days of enrolment.

21.2 All outstanding debtors will receive statements at the end of each month detailing amounts due and requesting payment.

21.3 The following sanctions may be imposed on those debtors not meeting payment terms:

- Withholding of certificates
- Exclusion from the College
- Referral to debt collection agencies, including the use of doorstep collection
- Commencement of legal proceedings

## **22 In Workplace Training**

22.1 Fees quoted above are for in-fill into published courses. All one off / bespoke courses will be individually priced by the business development team.



## **Appendix – EU Member States**

- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden

Approved by: Andy Bates  
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