

Quality Controlled Document

Policy: Tuition Fee Policy 24-25

Date: July 2024

Approved by: Andy Bates – CFO

1 Purpose

This Policy sets out the criteria the College will use to set and apply fees and charges to courses of study. This Policy sets out the criteria under which the College will award Fee Waiver or apply concessionary rates to tuition fees, and the circumstances under which refunds will be given.

The College's course fees are set annually in accordance with the requirements of its funding and monitoring agencies. These include the Education and Skills Funding Agency (ESFA), the Office for Students (OfS) and Devolved Authorities.

The College takes all reasonable steps to ensure that fee information released to the public is accurate. The College reserve the right to amend fees and correct fees where these have been advertised incorrectly, including on the College website and other publications. To support equality of opportunity the College will:

- Provide information and assistance in applying for financial support for course fees;
- Provide instalment payment options in cases of financial hardship;
- Provide a range of student support services that include information and guidance on courses, progression, funding, fees, bursary funds and financial support;
- Wherever possible, enable and facilitate students to access other funds available to contribute to the fees and charges of those students who would otherwise have difficulty in paying these costs.

2 Responsibility

The Chief Financial Officer is responsible for policy compliance and implementation.

3 Scope

This Policy covers all fees and charges that the College will levy for courses of study and details all instances where fees may be waived or concessions offered.

When setting fees, the College will:

- Comply with the terms of its funding agreements
- Recognise trends in the marketplace to ensure the prices remains competitive (prices will reflect good value in relation to the quality)

- Wherever possible the college will enable and support students to access other funds available to contribute to the fees and charges for those students who may otherwise have difficulty in paying these costs

Unless otherwise stated or expressly covered by a student's grant funding, the fees do not include provision for course books, study materials or exam re-sits or charges to retake modules.

4 Definitions

(i) Liability

When enrolling on a course, all students shall be made aware of any fees due from them in respect of a course for which they are applying. Where student course are fully funded by funding bodies or employers (Apprenticeships), the student shall have no liability for learner fees provided they have provided accurate information relevant to the fee concession received.

The college makes every attempt to correctly assess fees due at the point of enrolment, however in some circumstances e.g. an incorrect assessment, a change of course after enrolment or omitted information may mean that this assessment is incorrect. The college reserves the right to re-evaluate fees based on new information and charge the learner accordingly.

For levy paying employers, in the event that there are insufficient funds available for the levy to fully settle the amount due to the college, the employer of the apprentice will be responsible for the settlement of any amount outstanding.

Although in certain instances a learner may qualify to receive financial assistance towards the payment of fees, for example from the Student Loan Company, the responsibility for the payment of those fees will continue to remain the learner's sole responsibility.

5 Full Fee Exemptions and Fee Waivers

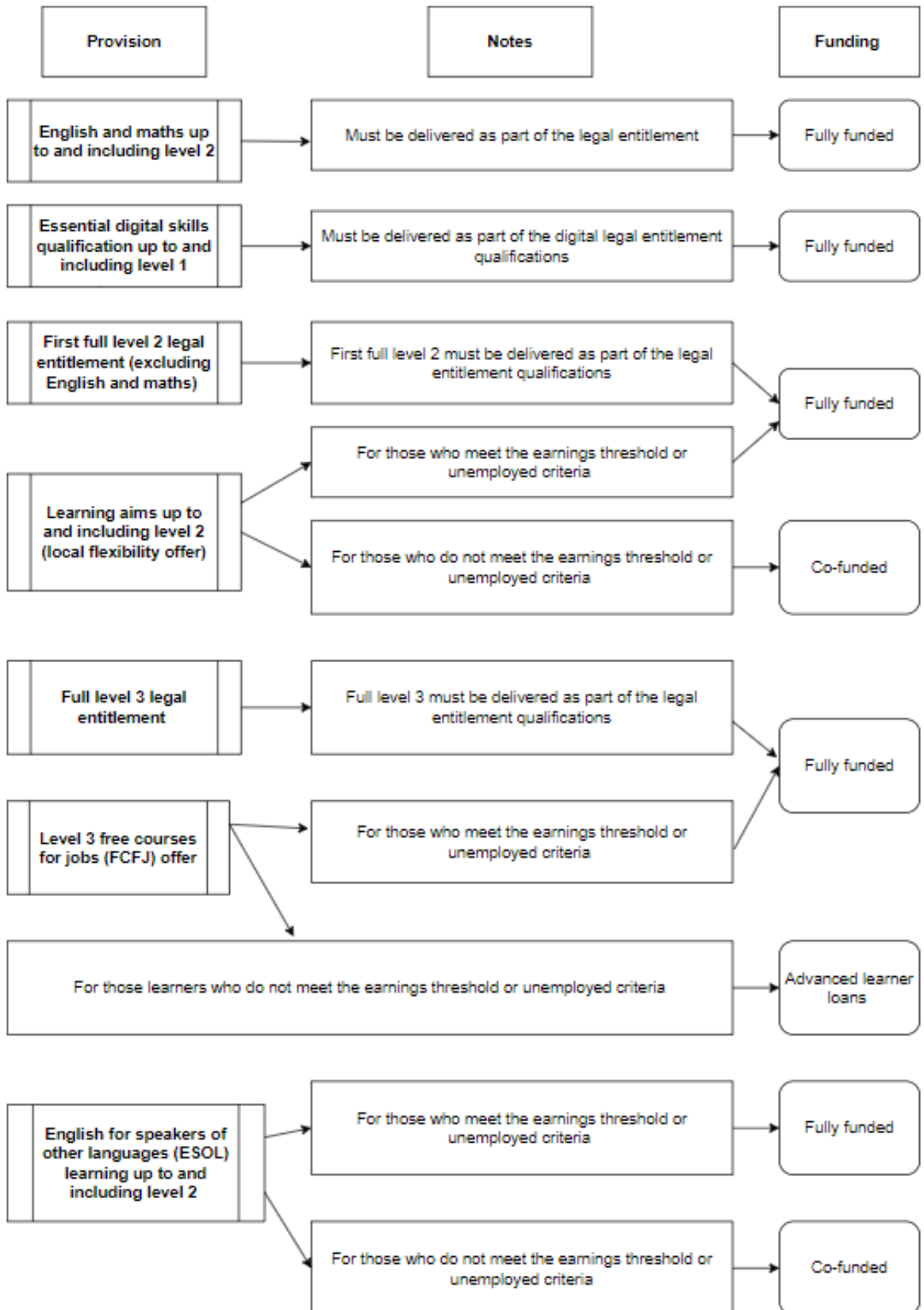
Some students are exempt from payment of fees because of their personal circumstances or the particular qualification they are studying. If they fall into any of the categories described below, the **tuition fees and exam fees** may be waived.

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

The categories are:

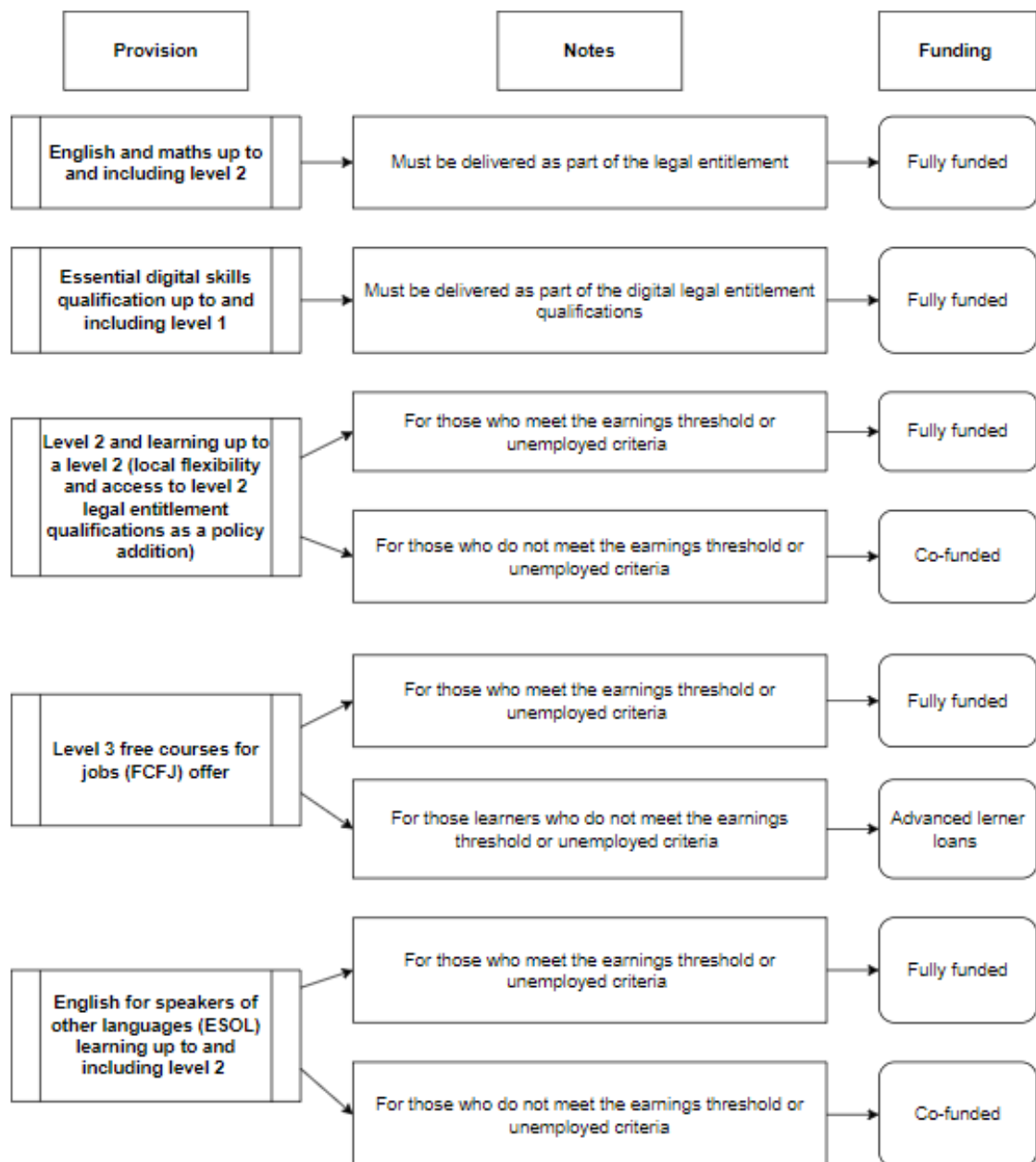
- 5.1 Eligible students aged 16-18. A 16-18-year-old learner is defined as a student aged 16, 17 or 18 on 31 August in the calendar year when they begin a programme of study.
- 5.2 Eligible students aged 19 to 23.

Chart 1: 19 to 23-year-olds



5.3 Eligible students aged 24+:

Chart 2: 24+



6 Residency criteria

6.1 Individuals will be eligible for Adult Skills Funding if they meet one or more of the following residency criteria:

- EEA nationals (other than Irish nationals) living in the UK with pre-settled or settled status under the EU Settlement Scheme and having lived continuously in the EEA or the UK for at least 3 years on the first day of learning.

- Non-UK nationals who has permission granted by the UK government to live in the UK (not for educational purposes only) and has been ordinarily resident in the UK for at least the previous 3 years on the first day of learning.
- Non-UK national who is also a non-EEA national who has obtained pre-settled or settled status under the EU Settlement Scheme and has been ordinarily resident in the UK for at least the previous 3 years on the first day of learning.
- A 'family member' (husband, wife, civil partner, child, grandchild or dependant parent or grandparent) or a UK or EEA national, if they (the principal) have obtained pre-settled or settled status under the EU Settlement Scheme (where required to do so) and have been ordinarily resident in the UK for at least the previous 3 years on the students first day of learning.
- Anyone or the husband, wife, civil partner, or child with the below (exempt from 3-year residency):
 - Refugee status
 - Discretionary / Exceptional / indefinite Leave to Enter* / Remain
 - Humanitarian protection
 - Ukraine Family Scheme / Sponsorship Scheme (homes for Ukraine) / Extension scheme
- Asylum seekers who have:
 - lived in the UK for six months or longer while their claim is being considered by the Home Office, and no decision on their claim has been made
 - In care of the local authority and receiving support under s23C or s23CA Children Act 1989
- Other criteria that might apply:
 - Irish national, leave outside the rules, section 67 of the immigration Act 2016 leave, Calais leave to remain, stateless leave, refused asylum and are appeals, in local authority care or supported under section 4 of the immigration and Asylum Act 1999, children of Turkish worker, members of the armed forces, British Nationals evacuated from Afghanistan under operation pitting / evacuated before 6th Jan 2022. For more guidance refer to the Adult Skills Fund: funding rule 2024 to 2025.

6.2 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.

7 Unemployment criteria

7.1 The College will update the Universal Credit thresholds to align to any revisions made by the ESFA and Department for Work and Pensions (DWP).

For funding purposes, we define a learner as unemployed if one or more of the following apply, they:

- receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only
- receive Employment and Support Allowance (ESA)
- receive Universal Credit (UC), and their take-home pay as recorded on their UC statement (disregarding UC payments and other benefits) is less than £892 a month (learner is sole adult in their benefit claim) or £1,437 a month (learner has a joint benefit claim with their partner)
- are released on temporary licence, studying outside a prison environment, and not funded by the Ministry of Justice

The College will use their discretion to fully fund other learners if either of the following apply. The learner:

- receives other state benefits (not included in the list above) and their take-home pay (disregarding UC payments and other benefits) is less than £892 a month (learner is sole adult in their benefit claim) or £1437 a month (learner has a joint benefit claim with their partner),
- is not receiving any benefits, wants to be employed, and you are satisfied identified learning is directly relevant to their employment prospects and the local labour market needs

7.2 The College may fully fund learners who are unemployed, employed, or self-employed, up to and including level 2 and the level 3 offers, if they earn below £25,000 annual gross salary.

The College must have seen evidence of the learner's gross annual wages in these circumstances. This could be a wage slip or a UC statement within 3 months of the learner's learning start date, or a current employment contract which states gross monthly/annual wages. Please note this is not an exhaustive list, but you must evidence your decision to award full funding to an individual who would normally be eligible for co-funding.

8 Full Time Programmes

8.1 Higher Education (Office for Students) Programmes

8.1.1 The tuition fees for full-time HE programmes regulated by OfS (Foundation Degree, Higher Nationals) starting in the 2024/25 academic year will be UP TO £7,875 per year (120 credits).

- 8.1.2 The tuition fees for part time HE programmes regulated by OfS in the 2024/25 academic year will be calculated proportionately based on UP TO £7,875 per year per 120 credits.

In the 2024/25 academic year only, 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 1st year. There will also be a £500 bursary available for subsequent, consecutive 2nd 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.

8.2 Apprenticeship Programmes

- 8.2.1 Employers paying the Apprenticeship Levy will pay fees directly from their digital apprenticeship accounts. These employers will need to pay a top up of 5% of the monthly cost, if their Apprenticeship Levy Account has insufficient funds to meet the cost of the apprenticeship.

- 8.2.2 Employers who do not pay the Apprenticeship Levy will be required under the Agency funding rules to make a co-investment payment towards the total cost of the apprenticeship training of 5%. Small employers may be entitled to remission when employing individuals 21 and below, or aged between 22 and 24 years-old who have an Education, Health and Care (EHC) plan and / or have been in the care of their local authority.

- 8.2.3 The College will set its initial fees for apprenticeships at the top of the published band within which each apprenticeship framework or standard qualification is placed by the Agency. Each fee is reviewed to consider any prior learning and cost of delivery, in accordance with ESFA requirements.

- 8.2.4 The fee of 5% charged to non-levy paying employers through co-investment is mandatory and cannot be waived under any circumstances. However, it should be noted that co-investment fees not paid within 90 days of the commencement of a programme automatically leads to withdrawal of funding by the funding agency.

Levy paying employers will pay the full chargeable fee through the Digital Apprenticeship Account in accordance with the system and scheme rules set by the Agency.

- 8.2.5 The college however has agreed payment of the apprenticeship 5% will be collected by invoice for the full sum or direct debits instalments based on the length of programme with a minimum £100 per month contribution.

9 Part Time Tuition Fees

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

10 Materials Fees / Residential Fees

- 10.1 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.
- 10.2 Waivers of these fees are not available. However, students on low incomes/benefits can apply to Student Services for assistance with these fees.

11 Examination And Awarding Body Fees

- 11.1 All exam fees will, where possible, be included on the student record system. Students receiving a government waiver for tuition fees do not pay exam fees.
- 11.2 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.

- 11.3 All other students are liable for their own examination and awarding body fees.
- 11.4 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.
- 11.5 Payment of membership subscription to professional bodies is the responsibility of the student, excluding those on an Apprenticeship.
- 11.6 A charge of £100 per entry will be made for external candidates.
- 11.7 Learners failing to attend examination shall be liable for all costs associated with those examinations.

12 Overseas Fees

- 12.1 Overseas tuition fees for provision excluding EFL/TEFL and full cost programmes are available from Student Services

12.2 Any students, including staff, who do not meet the definition of home student are liable to pay the overseas fees rate.

12.3 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 20;
- The balance must be paid in full before the course starts.
- Part time international students will be charged £15 per hour

13 EFL/TEFL Programmes

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

14 ETA Fees

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

15 Under 16 Students

15.1 Full time students under the age of 16 at 1 September 2024 should be referred to Student Services.

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

16 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.

17 Payment of Fees at Enrolment

17.1 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.

17.2 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 19 below.
- (ii) They have a letter from a sponsor agreeing to pay their fees. Fees are payable within 30 days of the commencement of the course.
- (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 1st 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 1st 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.
- (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 1st 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 20).

18 Force Majeure

- 18.1 “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.
- 18.2 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:
- 18.2.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 18.2.2 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause);

- 18.2.3 interruption or failure of utility service;
 - 18.2.4 the Virus;
 - 18.2.5 epidemic or pandemic;
 - 18.2.6 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;
 - 18.2.7 nuclear, chemical or biological contamination, or sonic boom;
 - 18.2.8 any law or any action taken by a government or public authority;
 - 18.2.9 collapse of buildings, fire, explosion or accident.
- 18.3 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.
- 18.4 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.
- 18.5 The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 18.6 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.
- 18.7 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.

19 Payment Arrangements

- 19.1 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.
- 19.2 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.
- 19.3 Direct Debit application forms are issued and should be returned to the Finance Department for approval.
- 19.4 Students will not be enrolled until all their payment plan details are received.

20 Fee Refunds

20.1 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.

20.2 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.

20.3 Other Full Cost

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

20.4 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.

20.5 Apprenticeships

Refund requests must be made in writing to Finance Department, Gloucester Campus, Llanthony Road, Gloucester, GL2 5JQ or 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.

20.6 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 20.6 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

(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): Withdrawal Date (example given for Sept 2024 starts)	Amount charged of the total fee for the following	Amount refunded of total fee#
Cancellation period. Within 14 calendar days from course start date	0%	100%
After 14 calendar days from the course start date to end of 1 st term (e.g. for Sept 2024 start courses – by following 19 th Dec 2024)	25%	75%
In the second term (e.g for Sept 2024 start courses – between 3 rd Jan 2025 and 18 th April 2025)	50%	50%
In the third term (e.g. for Sept 2024 start courses – 23 rd April 2025 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 20.6ii 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 circumstance 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.

21 Discount Policy

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

22 Variations

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

23 Student Transfers

- 23.1 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.
- 23.2 Students transferring to a course with a higher fee shall be charged the difference where it is £25 or greater.

24 Students Completing Early or Later

- 24.1 Students who complete their programme early shall not be given a refund of fees.
- 24.2 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.
- 24.3 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.

25 Debt Collection Arrangements

- 25.1 It is essential if a student is having problems paying tuition fees or any other monies owed that they contact Student Services in the first instance to discuss options.
- 25.2 Non-payment of learner fees may prevent learners receiving any form of financial support from the College.
- 25.3 All sponsors will be invoiced within 60 days of enrolment.
- 25.2 All outstanding debtors will receive statements at the end of each month detailing amounts due and requesting payment.
- 25.3 The following sanctions may be imposed on those debtors not meeting payment terms:
- (i) Withholding of certificates;
 - (ii) Not to issue any academic references;
 - (iii) Exclusion from the College;
 - (iv) not be allowed progression or enrolment in subsequent years;
 - (v) Referral to debt collection agencies, including the use of doorstep collection;

25.4 The College will take all reasonable steps to collect outstanding debts and may ultimately take legal action to recover all outstanding amounts. In addition, if a debt collection or other agency has to be used to recover the debt, the learner may be liable for additional administrative fees payable to that agent of up to 20% of the debt outstanding.

26 In Workplace Training

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

Approved by: Andy Bates
Date for Review: July 2025