



## **Higher Education FEES Policy & Higher Education Compensation and Refund Policy 2019-20**

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## **POLICY STATEMENT**

City College Plymouth is a not for profit organisation; however, to achieve the College's aim of ensuring excellence in delivery of learning, training or services to individuals and employers, fees are set to ensure that when public funding subsidies are taken into account the College is able to at least cover the full costs of delivery, make a contribution to College overheads for the environment in which the activities take place, and the sustained investment in resources that is required. It is also a Government requirement for certain learning aims that fees are charged.

## **POLICY OBJECTIVES**

The policy seeks to ensure that:

- the College has a fees policy that is fair, equitable and clear;
- tuition fees and associated charges are calculated and applied consistently across the entire curriculum offer of the College;
- any barriers to participation presented by tuition fees and associated charges are mitigated by providing flexible payment options and/or assisting learners to access appropriate financial support to meet the cost of these;
- the College can respond flexibly to market forces and government policy, including fee guidance issued by relevant funding bodies;
- the College generates an increasing proportion of overall income from non publicly funded sources, particularly as central funding for 19+ further education provision is reduced; and
- the College develops appropriate and effective targets relating to fee income generation, and reviews performance against these regularly, and in relation to sector benchmarks.

## **DISCLAIMER**

The College reserves the right to amend the information set out in this policy.

Whilst every effort has been made to ensure the information in this Policy is correct at the time of publication, funding agencies may alter arrangements at short notice and this may result in additional fees and charges being incurred by the learner.

## **SECTION 1: HE FEES POLICY**

### **1. General Principles**

- All elements of the policy are to be reviewed annually.
- No change to the policy is to disadvantage any individual learner part way through an agreed programme of study

### **2. Fees Statement**

- All course fees must be paid before or at enrolment, or an instalment arrangement made, to secure a place on a course.
- There are some courses where additional fees such as exam fees and professional registrations are charged. These have to be paid by all students, in full, before or at enrolment.
- For courses which last for more than one year, fees are payable separately for each year of study.
- All fees due must be paid before the learner can be entered for any examination or awarded any qualification.
- The College sets specific fees for non EU learners on higher education courses.

- The College reserves the right not to accept applicants or enrolments from individuals or sponsors where fees or other costs from previous courses remain outstanding until such time as all outstanding fees or other costs are paid.

### **3. Payment of Fees and Instalments**

- Learners who elect not to take a loan will be required either to pay their fees in full prior to enrolment or enter into an Instalment arrangement with us.
- Payment of HE fees for students not paying through a student loan may be made by cash, credit or debit card, cheque, direct bank transfer, via the College's online payments facility and in the case of instalments by Recurring Card Payment (RCP) or Direct Debit.
- Where the total fee is £100 or more, learners can pay in up to three monthly instalments, subject to length of course. HE Instalments can be made by card payment using the recurring card payment (RCP) facility (please speak to the finance office for further details of this option) or by Direct Debit on completion of a Direct Debit form. For all instalment arrangements, 25% of the total fee due must be paid before, or at, the time of enrolment. For September enrolments, the first instalment payment will be due in November followed by instalments in December and February. Alternative instalment arrangements will be considered for short courses and courses commencing later in the academic year. Instalments are not available for courses of less than 10 weeks duration or courses that do not exceed more than 1 term.
- Students who wish to pay fees by way of a HE loan will need to provide evidence of the loan approval at time of enrolment. Students who are unable to provide such evidence will be required to pay the fees in accordance with the policy outlined above. Students who can evidence that they have applied for a loan but the loan has not yet been approved by the Student Loan Company will be issued with an invoice for the full fee amount. Students should refer to the 'non-payment of tuition fees' section for further details. Students who opt to take a loan for less than the full course cost will be required to pay the difference in full at enrolment.
- If the employer pays the fees then on enrolment, the learners will need to provide either
  - A formal letter on headed paper detailing the costs covered or
  - A completed Employer Undertaking

Employer fees are payable in full on receipt of an invoice. Instalment plans are not available to employers or sponsors who may agree to pay on a learner's behalf. The College will take all reasonable steps to invoice and follow up on invoice payments, however if an invoice remains unpaid, the learner will be required to pay any outstanding fees, membership fee or other amounts due in full. If a learner withdraws from a course, the balance of any unpaid fees are then payable in full.

- When enrolling on a course all students shall be made aware of any fees due from them in respect of the course for which they are applying.
- Any learner having problems paying their fees should contact the Student Funding Team for information and support.

### **4. Scope**

Higher Education refers to course at Level 4 or above, which are designated by government and the Office for Students (OfS) to be eligible for Higher Education student support. For the purposes of this document this is Higher National Certificates (HNC), Certificates in Higher Education, Diploma in Teaching and Learning, Foundation Degrees (FDA/FDSc), PGCE and Bachelor Degrees (BA/BSc).

### **5. Higher Education Course Fees**

- Fees for a full-time foundation degree, HNC or HND at the College in 2019/20 will be £7,450 per year.
- Fees for part-time foundation degrees depend on the course intensity:
  - part-time Foundation Degree studied/lasting over two years - £4,300 per year
  - part-time Foundation Degree studied/lasting over three years - £3,700 per year
  - part time HNC - £3,700 per year
- Fees for the top up to a Bachelor degree studied full-time/lasting in one year will be £8,450 per year.
- Fees for the top up to a Bachelor degree studied part-time/lasting over two years will be £4,225 per year.
- Learners may be eligible for bursary support during their studies, in line with the agreed bursary offer.
- A duplicate transcript may be issued at a charge of £12.50.
- Where a learner is not required to complete a module due to Accreditation of Prior Learning, they will not be charged tuition fees for that module. However, an administration and registration charge of £100 will be applied.

## **6. Period of Liability**

- Where a learner withdraws or interrupts from the course the following fees will be payable:
  - If a student attends for any part of term 1 (excluding a 2 week settling in period from the point of enrolment) 25% of the full fee is payable
  - If a student attends for any part of term 2, 50% of the full fee is payable
  - If a student attends for any part of term 3, the full 100% of the fee is payable
- This remains in line with the Student Loans Company Policy.
- Any learner withdrawn due to non-payment of tuition fees will be liable as detailed above.
- Any student interrupting their studies due to validated extenuating circumstances will not be charged fees for the modules they interrupt on their return to study the following academic year, providing all fees in the previous year were paid in full
- Liability for fees for HE Learners transferring to City College Plymouth from other establishments will be determined on an individual basis.

## **7. Resits and Repeats**

The College reserves the right to charge for resits and for non-attendance at an examination. The fees charged will be at the rate determined by the relevant awarding body.

Repeating the same programme year and level is charged at the standard fee rates.

## **8. Examination Fee**

Where appropriate, an Examination Fee will be payable for a learner to undertake an examination or assessment to enable the completion of any qualification. This may also include, where necessary, an element that is payable for a learner to register with an Awarding Body or Professional Body to enable the award of any qualification.

## **9. Refund Policy**

Higher Education students should refer to the Higher Education Compensation and Refund Policy as shown in Part 2.

## **10. International Fees**

- All international students will be required to pay an initial fee of £2,000 on application with the remainder of the fee being paid on enrolment.

- International fees are payable in advance and are non-refundable, save where a student is unsuccessful in obtaining a visa, in which case an administration fee of £200 will be deducted from any refund.
- The instalment option is not available to international students.
- No bursaries are available for international learners.

## 11. Non Payment of Tuition Fees

- Learners retain ultimate responsibility for the payment of their fees and any other charges owed to the College, regardless of arrangements with third parties such as Student Finance England or any sponsors. If a third party is paying amounts on your behalf, you must ensure that these payments are duly made.
- For students intending to pay via a HE Loan- where a student is unable to provide evidence of an approved HE loan at time of enrolment, the College reserves the right to request bank or card details as an alternative assurance that the fees will be paid. An invoice will be raised to the student for all students who are enrolled pending final approval of the Loan. Students will be given an initial grace period of 20 days in which to complete their loan approval. By exception, this may be extended to 30 days where the student is in contact with the Finance Department and can evidence that the information has been sent to the Student Loans Company but has not yet been actioned by them. After this time period, the student will be required to make an interim payment against the invoice. Failure to commence payment will result in the student being suspended from studies until such time as the loan is approved or payments commence. Interim payments will be refunded in full once the loan is agreed.
- For Higher Education Students action will be taken making reference to the Academic Regulations with respect to interrupting and repeating study
- If a learner is suspended or withdrawn from a course for non-payment, they will remain liable for all fees and charges.
- Learners will not be permitted to enrol on any further courses if there are outstanding fees or charges. This includes any free courses that the learner may wish to do – if a debt is recorded on system, no further enrolment, regardless of cost, may be carried out until the debt is paid in full.

If an enrolment takes place and it is later found that the learner has a debt with the College, we reserve the right to suspend the learner from the course until the debt has been paid in full.

### Sanctions

The College will follow a standard credit control policy to seek recovery of fees due, including contacting the learner by email, telephone or in person to secure settlement. In the event that a learner fails pay the fees due after such follow up, the College will apply the following sanctions, progressively:

- withdraw a learner's IT and library access
- suspend access to the College
- prevent progression to the next year/session
- exclude the learner from the College.

In addition the College may refer the debt to a third party agency for collection.

The College reserves the right to add interest and collection fees to debts placed with a collection agency. Interest will be at the rate of 4% per annum above the bank of England base rate. Interest will accrue daily from the due date (30 days after invoice) until the date of actual payment of the overdue amount, whether before or after judgement. An additional fixed penalty charge of up to £100 may also be levied.

In exceptional circumstances the College will proceed with an online 'money claim' application through the County Court.

## **PART 2- HIGHER EDUCATION COMPENSATION AND REFUND POLICY**

### **1. Introduction**

The Student Contract issued to you at the point of offer and available on the College website sets out your Overall relationship with the College.

This policy is part of the College's Student Protection Plan <https://www.cityplym.ac.uk/student-life/university-level-study/information-for-he-students/> and reflects our commitment to the student experience and to supporting our students to achieve their academic outcomes.

This policy does not replace the Complaints procedures which can be found here: <https://www.cityplym.ac.uk/freedom-of-information/talkback/>

However you can use the Complaints Procedure if you are dissatisfied with a decision or the College's action in relation to this Compensation and Refund policy (section 4 below).

**If you have any questions about what to do or which policy applies please seek advice from your Programme Leader or the HE Department Office (K106, 1<sup>st</sup> Floor Kings Road)**

### **2. Student Protection Plan**

The Student Protection Plan is in place to protect your (the student's) interests and sets out the steps the College will take where there are significant material changes to the quality of your programme or to the continuation of your studies. Those changes could occur through the following (this is illustrative and not an exhaustive list):

- disruption of College programme delivery
- industrial action
- the unanticipated departure of key members of College staff
- the cessation of programme delivery, likely cessation, or change of delivery mode
- major changes in year to programme content
- suspension and/or revocation of the College's Tier 4 Sponsor Licence
- changes to regulatory framework affecting a specific programme and loss of accreditation from regulatory bodies
- a decision to close the College or a campus or site for delivery of College programmes had been taken

This policy sets out what happens in relation to fees or charges paid by you if one of the instances above occurs ie if the Student Protection Plan is triggered.

### **3. Compensation and Refund**

While there are no formal legal definitions of refund and compensation, the difference can be understood as:

- A refund relates to the repayment of sums paid by a student to the institution or an appropriate reduction in the amount of sums owed in future by the student to the institution. This could include tuition fees, other course costs, or accommodation costs.

- Compensation will relate to some other recognisable loss suffered by the student. This normally falls into two categories either:
  - (a) recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the institution (such as travel costs) or
  - (b) an amount to recompense for material disadvantage to the student arising from a failure by the university to discharge its duties appropriately.

The College will consider eligibility for refund and/or compensation on a case by case basis and will normally take into account factors including (but not limited to):

- the scale and impact of the matters affecting you
- travel or accommodation costs (e.g. where you are having to relocate because the College has to move your programme to an alternative location or you have to transfer to another provider)
- maintenance costs (e.g. childcare if student contact sessions have to be delivered at times outside the planned delivery day/time for that programme)
- what mitigation we have put in place that you may or may not have taken advantage of including the provisions set out in the Student Protection Plan
- how much of your programme you have completed
- what is reasonable in all of the circumstances

The College will strive to ensure that you receive what is set out in the terms and conditions of the Student Contract. There are many ways for the College to resolve problems and alternatives to financial compensation will be considered. These could include:

- an apology
- an offer to retake the affected provision without charge
- an alternative programme offer at the College or elsewhere
- an offer of an alternative learning method such as online or distance learning if the programme cannot be delivered in the way it was originally intended
- other action that appropriately addresses the matter.

Eligibility for refund and/or compensation, and any amounts to be awarded, will be considered by the Head of HE in consultation with the Head of Finance and other relevant staff.

In some cases the College will establish set rates for compensation of accommodation or travel costs, which will be applied automatically to all affected students. We will explain clearly how we have calculated these set rates. In other cases, we may ask you to provide evidence of costs which you have incurred for which you are seeking compensation.

If you are deemed eligible for a refund of fees and other payments made to the College, in full or in part, and/or compensation for other losses you have incurred, the College does not however accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this policy.

#### **4. Complaints or Dissatisfaction with decisions or actions under this policy**

If you are dissatisfied with the decision of the College under this policy, or if the College does not make proposals for refund or compensation you believe you should be entitled to, you should use the College's Talkback Procedure <https://www.cityplym.ac.uk/freedom-of-information/talkback/>

If after exhausting all steps in the College's Complaints Procedure you remain dissatisfied, you can ask Office of the Independent Adjudicator for Higher Education (OIA) to review your complaint and the way in which it has been handled by the College. Full details are in the Complaints Procedure.