

<b>Policy Name</b>	Tuition Fees Policy
<b>Department</b>	Finance
<b>Created by (Job Title)</b>	Technical Accountant
<b>Date Reviewed</b>	May 2022
<b>Date of Next Review</b>	March 2023
<b>Pathway</b>	Intranet: Finance > Policies and Procedures
<b>E &amp; D Policy Disclaimer</b>	This policy has been reviewed in line with the Equality Act 2010 which recognises the following categories as Protected Characteristics: Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex (gender) and Sexual orientation. We will continue to monitor this policy to ensure that it provides equal access and does not discriminate against anyone, especially any person/s listed under any protected characteristic. <b>11/06/21</b>

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# Bedford College Group – Tuition Fees Policy

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## 1. Scope of the Policy

- 1.1. The Instrument and Articles of Governance require that the Board of Governors set a policy by which the tuition and other fees payable to the College are determined, subject to any terms and conditions attached to grants, loans or other payments paid or made by Funding bodies.
- 1.2. The policy applies to new learner agreements commencing in the 2022-23 academic year (1 August 2022 to 31 July 2023). Learners with existing FE learner agreements will not be subject to any changes contained in this Fee Policy, unless they commence a new programme of study in the 2022-23 academic year.
- 1.3. Where students who have enrolled on courses delivered through partnership arrangements with the University of Bedfordshire or the University of Northamptonshire are subject to the respective Universities regulations. These regulations are available online on their websites.
- 1.4. The policy covers tuition fees for courses due at enrolment. Students may be required to pay other charges. Typically, these include charges for accommodation, exam retakes, trips, fines, booking fees, breakage and debt collection charges.

## 2. Definitions

- 2.1. **“Prescribed HE course”** a programme of study which are eligible which are eligible for HE Student Loans. These courses are regulated by the Office for Students. Courses include Higher National, Foundation Degrees and Top up Degrees.
- 2.2. **“Non-Prescribed”** a programme of study which is not eligible for state funding to carry out their studies. These students are not entitled to HE Student Loan Company funding. However, these Programmes remain regulated by the Office for Students. Courses include AAT, CMI, Counselling and other professional body courses.
- 2.3. **“Apprenticeship”** an ESFA accredited programme where the student’s employer is paying for course fees via the apprenticeship levy or by co-investment directly to the College.
- 2.4. **“Further Education”** a programme of study which is not HE Prescribed, Non Prescribed HE or an Apprenticeship.

## 3. Setting fees

- 3.1. The College’s policy, as set out in its Pricing Policy, is to set prices for all its supplies to its customers at a level which will:
  - Support the achievement of College strategy;
  - Comply with all statutory price controls and regulations;
  - Recover the full economic cost, including direct, indirect, capital and recurrent costs, of the activity; and
  - Make a surplus on the activity, the level of which reflects what the market will bear. If the achievement of College objectives requires an activity to be undertaken and to be priced at a level which in the short term is insufficient to cover the full economic cost of the activity, then funds sufficient to meet all deficits expected to arise from the activity must be set aside by the budget holder for this purpose prior to the commencement of the activity.
- 3.2. Students and other interested stakeholders such as parents and employers will be given clear information about fees and charges before the student has committed to the course.

## **4. Student fee liability**

- 4.1. Prior to enrolling on a course with the College students can find details of our fees on our websites, or in our prospectuses.
- 4.2. All students shall be made aware of any fees due from them in respect of the course for which they are applying. Where student courses are fully funded by grant funding bodies the student shall have no liability for tuition fees, as long as accurate information has been provided by the learner which is relevant to the fee concession received (this assumes no relevant change to the students circumstances).
- 4.3. Where information provided to the College is inaccurate and as a result the learner's enrolment does not attract grant funding, the College reserves the right to charge a fee.
- 4.4. Where a student enrolls on an ESFA accredited apprenticeship programme and where the student's employer is paying for course fees via the apprenticeship levy or by co-investment directly to the College, then the employer and not the student is liable for course fees due in respect of the course. These students are referred to as "Apprentices".
- 4.5. Where a student is not enrolled on an ESFA accredited apprenticeship programme and the student's employer is paying for course fees this is considered to be a "sponsorship agreement". Where a student has a sponsorship agreement the student retains ultimate liability for payment of their fees, whether invoiced or not. If the employer withdraws sponsorship or defaults on payment, the student is responsible for paying any outstanding fees.
- 4.6. Fees for Higher Education and Further Education courses are due in annual instalments payable in advance prior to the start of each academic year. Instalment plan agreements may be agreed if requested (see section 6 below).
- 4.7. Students unable to provide evidence of an application for Loan finance from funding bodies such as Student Finance or Advanced Learner Loans are required to make arrangements for the payment of tuition fees via direct debit or instalment plan in order to complete their enrolment.
- 4.8. Students funding their course via a student loan who are unable to provide evidence of an approved loan finance at enrolment will be required to pay a £200 refundable deposit, and agree to set-up an instalment plan. Their instalment plan will be initiated if the 1<sup>st</sup> loan instalment is not received when it becomes due. Any monies paid will be refunded once an approved loan is in place.
- 4.9. Students that have funding applications rejected or cancelled by Student Finance after they have started their course remain liable to pay their tuition fees (see section 12 below).
- 4.10. Students that have funding applications for College Bursary funding (Discretionary Learner Support for tuition fees) rejected or cancelled by the College after they have started their course will not be liable to pay their tuition fees if they then withdraw from the course within 14 days of receiving notification from the College. Any student who continues with their course after they have been informed that their application has been declined will become liable for tuition fees in full.

## **5. Fee payment**

- 5.1. The College will advise and inform students on the current range of options available to support the funding of their course. Details of the College bursaries that are available to students can be found on the College's website.

- 5.2. Course Fees must be paid in full at enrolment, or in the case of Higher Education courses prior to commencement of study for each academic year, unless
- Written confirmation of liability for fees has been supplied by the employer, or;
  - In the case of Apprenticeship programmes, evidence that fees will be paid by the employer from their apprenticeship service account or through an alternative payment plan has been provided.
  - Evidence of an application for student loan, advanced learner loan, or career development loan funding is provided.
  - A direct debit or Instalment agreement has been completed.
  - Confirmation of acceptance of an application for Discretionary Learner Support is provided.
- 5.3. Full or partial contribution to fees can be paid by one or more of the methods below.
- By instalment or by direct debit
  - By credit / debit card
  - By BACS
  - By Career development loan, Advanced Learner Loan (eligible FE courses) or Student Loan (eligible HE courses)
- 5.4. Dishonoured or late payments may result in an administration charge to the student, exclusion from their course of study and certification of completion not being released. See 14.6.
- 5.5. If arrangements to pay tuition fees are not made by the student at the point of registration the College will subsequently make every effort to remind students that fees are due. However these are reminders only and students are responsible for paying fees on time whether reminders are received or not.
- 5.6. If a student fails to make arrangements to pay fees they could be withdrawn from their course. Even though they are no longer a student, they will still be liable to pay the tuition fees for the course.

## 6. Instalments

- 6.1. The College offers an instalment plan for Further Education and Higher Education courses to students where the total amount payable at the point of enrolment is **£200** or more. Within the scheme there is an ability to pay up to **6 instalments**, depending on the length of the course and the final payment must be paid at least a month before the end date of the course.
- 6.2. An instalment agreement and, unless otherwise agreed, a Direct Debit mandate must be completed and signed by the learner at the point of enrolment together with the initial instalment payment. This acts as acceptance of the College's payment terms and conditions.
- 6.3. The instalment scheme is not ordinarily available to international students, or students who are on a sponsorship agreement.**
- 6.4. The instalment plan follows the profile below:

Payment Number	Standard payment timetable	1 year course	4 month short course
1	At enrolment	1/6th of the fee	1/3 of the fee
2	1 month after enrolment	1/6th of the fee	1/3 of the fee
3	2 months after enrolment	1/6th of the fee	1/3 of the fee
4	3 months after enrolment	1/6th of the fee	
5	4 months after enrolment	1/6th of the fee	
6	5 months after enrolment	1/6th of the fee	

- 6.5. In the event of a failed instalment payment or cancelled direct debit, the option of payment by instalment will cease and all outstanding fees will be due immediately. If a student knows in advance that a direct debit will fail it is essential that they contact the Finance office immediately in person or telephone to agree alternative arrangements for payment.
- 6.6. Students will receive written confirmation from the College of direct debit instalment dates and amounts at least ten days before the first payment is due. Reminders for individual instalments will be sent 7 days before it is due.
- 6.7. On an exceptional basis, where extenuating circumstances have been demonstrated, Finance may approve an individual payment plan with a student or sponsor. If the terms of an exceptional payment plan are not met, the payment plan ceases and any outstanding balance of fees will be due for immediate payment. Students experiencing financial difficulties should contact the Finance office as soon as they are aware of the problem.

## **7. Employer fee liability and payment by employers/sponsors**

- 7.1. Where employers/sponsors are sponsoring significant numbers of students, this may be the subject of separate negotiations and contract terms. Contract terms and variations must be agreed with the Director of Revenues before contracts are signed by the relevant authorised individual. These agreements are referred to as "significant contracts"
- 7.2. Unless the student is enrolled under a significant contract, an authority to invoice or letter confirming liability for fees and billing details must be supplied by the employer at the point of enrolment. Unless otherwise specified, employers are liable for fees on the same terms and conditions as for students.
- 7.3. In the case of ESFA accredited apprenticeship programmes, evidence must be also be supplied to confirm that fees will be paid by the employer from their apprenticeship service account or directly to the College if under the co-investment model.
- 7.4. The College Finance Department, as part of the enrolment process, will raise invoices. Student tuition fees are normally due in full on enrolment. Payments under sponsorship agreements are normally due to the College 30 days from the date of invoice. Any variance to these terms must be authorised by the Student Finance Manager.
- 7.5. Where a student enrolls on an ESFA accredited apprenticeship programme and where the student's employer is paying for course fees via the apprenticeship levy or through co-investment directly to the College then the employer is liable for any fees due in respect of the programme. If an Apprentice withdraws or is withdrawn, amounts paid or due in respect of actual attendance on their course will not be refunded. Course fees due in respect of the remainder of the course will be waived in line with ESFA guidelines and the apprenticeship levy funding rules.
- 7.6. Where a student enrolls on an ESFA accredited apprenticeship programme and where the student's employer is paying for course fees via the apprenticeship levy the employer is liable for any fees due in respect of the programme if for any reason the fee becomes liable for co- investment.

## **8. Student Loan finance**

- 8.1. Students funding their course via a student loan will be asked to provide evidence that their Loan Funding is in place to confirm their registration on their course. Students waiting for confirmation of support from Student Finance will normally be required to provide evidence that they have applied for funding from Student Finance and will also be required to complete a payment agreement and direct debit mandate in order to complete their registration/enrolment. Where a Direct Debit is provided this will be used to collect unpaid tuition fees if funding is not in place by the start of the second term. This will allow Student Finance time to process applications.
- 8.2. Students are responsible for ensuring that tuition fee loan support from Student Finance is

arranged in a timely manner. The College will provide assistance and support to students regarding their loan applications where possible.

- 8.3. Students funding their learning through Advanced Learner Loans should be aware that, in the event that a student ceases to attend their course, the amounts due in respect of tuition fees shall cease to be paid by Student Finance to the College on behalf of the student. In the event that the student does not resume attendance of their course within an acceptable period the outstanding balance of tuition fees due to the College will normally become immediately payable by the student.

## **9. Withdrawals and suspension**

- 9.1. The College reserves the right to withdraw the student from the course where the student has missed a substantial or critical element of the course or in the case of gross misconduct.
- 9.2. If a learner wishes to suspend or withdraw from his/her course during the period of study then they must notify the College in writing stating their reason for withdrawing. In the absence of formal notification of withdrawal the learner's last date of attendance shall be deemed to be their withdrawal date.
- 9.3. The College is required to inform the UK Visa and Immigration Agency of the withdrawal of students in the UK under a Tier 4 visa. A decision to withdraw will have an impact on the College's sponsorship of a student and students are therefore recommended to seek advice from a Finance and Immigration advisor in these circumstances.
- 9.4. For students who fully withdraw during a period of suspension, their withdrawal date will be the date at which the temporary suspension began. Separate arrangements are in place for calculating fee liability for students needing to temporarily suspend their studies for reasons such as maternity or due to disability.

## **10. Advanced Learner Loans and failure to attend courses**

- 10.1. Students funding their learning through Advanced Learner Loans should be aware that, in the event that they cease to attend their course, amounts due in respect of tuition fees cease to be paid by Student Finance to the College on behalf of the student. In the event that the student withdraws or does not resume attendance of their course within an acceptable period the outstanding balance of tuition fees not paid by Student Finance will become immediately payable to the College by the student.

## **11. Refunds and waivers**

- 11.1. Fees are non-refundable and due in full upon enrolment, except in the following circumstances:
- a) When the College has cancelled the course, in which case all fees paid will be refunded.
  - b) Where a student's personal health circumstances are so exceptional that, in the judgement of the Financial Controller, a refund and/or waiver is the most reasonable course of action. Such refunds may be subject to an administration fee.
  - c) where a student withdraws from a long course (24 weeks +) within 14 days of teaching commencing, all fees paid will be refunded, or any outstanding fees will be waived. Such refunds may be subject to an administration fee.
  - d) Where a complaint is upheld by the quality team (see section 14).
  - e) Where a complaint is upheld by a relevant agency (e.g. the ESFA or OIA), or subsequent litigation results in a Court Order to refund all or part of the fee.

- f) When the enrolment is concluded off College premises or by means of distance communication (i.e. online, over the phone or via UCAS) and the student cancels within the 14 day cooling-off period (i.e. 14 days from enrolment date). Students starting their course during the cooling-off period and who provide notice of withdrawal before the end of the cooling off period will be liable to pay a proportion (up to two weeks) of course tuition fees upon withdrawal. Such refunds will be subject to an administration fee.
- g) Where the fees a student has paid for a course are greater than their fee liability as calculated in line with clause 12. Such refunds will be subject to an administration fee.

11.2. The College will endeavour to make all refunds due within 14 days of authorisation of the refund. Refunds will be made to the person who paid for the course where this is different from the person who attended the course. Where possible, refunds will be processed using the original payment method

11.3. Fees will not be refunded where course closure is temporary or due to circumstances beyond our control, including but not restricted to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

## 12. Fee liability reduction/waivers

12.1. The following fee liability reductions apply to all students undertaking Prescribed Higher Education courses.

12.2. Where students are enrolled on courses delivered through partnership arrangements with the University of Bedfordshire or the University of Northamptonshire they are subject to the respective Universities regulations. These regulations are available online on their websites.

12.3. Any request for a refund or reduced liability of tuition fees will be calculated from the last date of attendance. The following reductions shall apply in respect of each year's tuition fee:

<b>Student who withdraw</b>	<b>Liability</b>
Within 14 calendar days of teaching commencing	Will not be liable for tuition fees and will receive a refund of any contribution to fees paid, less an administration fee.
After 14 calendar days of teaching commencing but before the end of the 1 <sup>st</sup> term	Liable for 25% of the annual tuition fee
Before the end of the 2nd term	Liable for 50% of the annual tuition fee
During the 3 <sup>rd</sup> term	Liable for 100% of the annual tuition fee

12.4. The following fee liability reductions apply to all students undertaking Non Prescribed HE and Further Education courses.

12.5. Any request for a refund or reduced liability of tuition fees will be calculated from the last date of attendance. The following reductions shall apply in respect of each year's tuition fee

<b>Student who withdraw</b>	<b>Liability</b>
Within 14 calendar days of teaching commencing	Will not be liable for tuition fees and will receive a refund of any contribution to fees paid, less an administration fee.
After 14 calendar days of teaching commencing	The student is liable for every month attended including the calendar month within which the student withdraws (in line with the payment terms of the student loans company for advanced learning loans).



- 12.6. In certain circumstances, some learners may be eligible for an initial fee waiver at the point of enrolment, and therefore will not be expected to pay the published fee. Details of the criteria for these fee waivers can be found on the College Website.

### **13. Transfers and Deferrals**

- 13.1. Transfers from Higher Education Courses are to be made in line with the Higher Education transfer policy which can be found on the College website. The fee liability of a student transferring course under this policy will be calculated in line with section 12 above.
- 13.2. If notice to transfer between Further Education courses is received the course the fee liability for the course from which the student is transfer will be calculated in line with section 12 above. The student will be liable for this plus the full fee for the course they transfer to.
- 13.3. A request from a student on a Further Education course to deferral to the next academic year will be treated as a withdrawal. A student's fee liability will be calculated in line with section 12 above.

### **14. Non payment**

- 14.1. Students retain ultimate responsibility for the payment of their fees and all other monies owing to the College regardless of sponsorship or student loan funding arrangements.
- 14.2. If a student is having problems paying tuition fees or any other monies owing, it is essential that the student contacts the Finance office as soon as possible to discuss any alternatives.
- 14.3. Should a student defaults on, or miss an instalment payment the College will view this seriously. Any student who fails to pay the College fees within 28 days following the date on which they became due may be suspended by the College until payment is made in full. If the monies due to the College are not paid within 28 days following the commencement of suspension the College will be entitled to withdraw the student and to terminate the student's course of study.
- 14.4. Students may be required to attend an interview with their Course Manager and a member of finance (or their nominated representative). Any decision about suspension or withdrawal of the student by the College will be made by the Course Manager (or their nominated representative) after the interview. If a student fails to attend any interview a decision may be made in the students' absence. Please note; even if a student is withdrawn from their course due to non-payment and is no longer a student, the student will still need to pay outstanding fees.
- 14.5. Should payment of outstanding fees be made within a reasonable timescale, and providing that the student has not missed any substantial or critical element of the course they may be permitted to resume studies.
- 14.6. Students with outstanding academic fee debt may, until all outstanding monies have been paid:
- Not be permitted to re-register for new courses or to continue their course
  - Not be entered for assessment or examinations pertaining to the course.
  - Not be permitted to attend the Student Achievement Ceremony
  - Not be issued with any academic references
- 14.7. The College may charge interest or late payment fees on outstanding debts where permitted to by current regulations.
- 14.8. The College will refer unpaid amounts to an external agency to pursue payment. Any additional costs incurred by the College in the collection of the debt will be the liability of the student and will be added to the debt.

### **15. Complaints and appeals**

- 15.1. If a learner is dissatisfied with their course or learning experience whilst at the College these circumstances would be subject to the College's complaint procedure and a formal written complaint needs to be submitted via "Have Your Say".
- 15.2. A refund (full or partial) will not always be the appropriate response to a learners concerns and alternatives to financial compensation will be considered. If, as a result of a complaint, the College

is found after investigations to be in default of its obligations, a refund (full or partial) may be considered if alternatives are not appropriate to offer. In such circumstances, the decision to refund will require the approval of Head of Quality and the Director of Revenues

- 15.3. Students who are satisfied with their course but contest their fee liability should contact the Finance office. Existing or prospective students that wish to make a complaint about the way the policy has been followed should follow the College Complaints procedure, "Have Your Say" which can be found on the College website.

## **16. Compensation (HE Direct courses only)**

- 16.1. The focus in all situations should be on ensuring that students receive the education that they are entitled to expect based on their contract. However, in some circumstances it may be necessary to consider whether compensation, refunds or other forms of non-financial redress are appropriate.
- 16.2. If HE learner is dissatisfied with their course or learning experience whilst at the College they should raise their concerns through the College's complaints procedure, "Have Your Say". A formal written complaint should be submitted via the complaints process and the student must provide evidence that they have been affected in relation to:-
- Final degree award
  - Accreditation award
  - Ability to take up a job offer
- 16.3. The College's refund policy is outlined in section 12 above. In addition to this provision in made by the College to provide additional compensation to HE learners for
- additional travel costs for students affected by a change in the location of their course
  - compensation of maintenance costs and lost time where it is not possible to preserve continuation of study
  - compensation for tuition and other costs where students have to transfer course or provider.
- 16.4. In such circumstances, the decision to provide compensation will require the approval of Head of Quality and the Director of Revenues.
- 16.5. The College's Higher Education Student Protection Plan can be found on the Bedford College website.