

# Policy



UNIVERSITY  
CENTRE  
SOUTH DEVON

 South Devon College

South Devon College

**Higher Education FEES Policy &**

**Higher Education Compensation and Refund  
Policy**

2020-2021

# Course Fees Policy

## Contents

1.	INTRODUCTION .....	2
2.	GUIDING PRINCIPLES USED TO SET FEES & CHARGES .....	2
3.	HIGHER EDUCATION LEARNERS.....	2
4.	INTERNATIONAL LEARNERS.....	4
5.	SPONSORS .....	5
6.	REFUND POLICY .....	6
7.	NON PAYMENT OF FEES AND CHARGES.....	6

Document Approved by: Board of Governors	Date of Approval: Pending July 2019
Review by: SMT and OFFA & Fair Access Group	Review Date:
Date of Implementation: 1 <sup>st</sup> Sept 2020	CPD to support Implementation: July 19

## **1. INTRODUCTION**

- 1.1. South Devon College is committed to a fair and transparent policy in respect of charges made to learners.
- 1.2. We believe it is in the interests of the learner, and where applicable, the learner's sponsor(s) (an organisation or employer who is funding the learner) and the College, that learners receive prompt notification of any fees or charges due to us, along with the arrangements for payment. Learners are responsible for prompt payment.
- 1.3. Learners retain ultimate responsibility for the payment of their fees, even where they have a sponsorship agreement.
- 1.4. Types of fee included in this policy are:
  - Higher Education courses
- 1.5. The fees cited within this policy reflect each academic year of study

## **2. GUIDING PRINCIPLES USED TO SET FEES & CHARGES**

- 2.1. Learning providers are given discretion to determine their tuition and other fee charges, with certain limitations set by the Office for Students
- 2.2. Other charges may apply to individual courses and will be identified separately. These will not normally be refundable. This includes resit fees, and fees to cover the cost of additional learning support beyond that reasonably provided in learning, where no government funding is available; such as on full cost courses.
- 2.3. Each programme has a Programme Factsheet which outlines the other programme related costs that might be associated with the programme, the college consider this to as Pre-Contract information.
- 2.4. Learners are liable for the full payment of fees until formal confirmation of alternative arrangements is presented to the College.
- 2.5. The College reserves the right to exclude/suspend any learner who fails to pay their tuition and other fees, or make satisfactory arrangement to pay on, or by a set period after the start date of their course (**see section 13**). The College also reserves the right to not accept enrolment onto another course within the year or in the future if there are outstanding fees.

## **3. HIGHER EDUCATION LEARNERS**

### **3.1. SCOPE**

- 3.1.1. Higher Education refers to course at Level 4 or above, which are designated as proscribed by the Office for Students. 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).

### **3.2. FEE LEVEL**

- 3.2.1. For 2019/20 the fee for new full-time Higher Education Learners will be £8,400 per year of study.
- 3.2.2. For 2020/21 the fee for new full-time Higher Education Learners will be £8,400 per

year of study.

3.2.3. Higher Education learners will remain on their starting fee point for the remainder of their programme in Higher Education at South Devon College.

3.2.4. Part time learners, and learners studying individual modules will be charged pro rata of the full time fee. Where the accumulation of modules results in a full qualification, a balancing payment will be required where the total cost of these modules is less than a full qualification.

3.2.5. Learners may be eligible for bursary support during their studies, in line with the agreed bursary offer.

3.2.6. A duplicate transcript may be issued at a charge of £12.50.

3.2.7. 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.

### **3.3. PAYMENT**

3.3.1. A learner will not be able to enrol without either:

- Paying the full fee up front, or;
- Demonstrating evidence of application to Student Finance England for a tuition fee loan for the full amount of the fees, or;
- Demonstrating evidence of application to the Student Finance England for a tuition fee loan for part of the fees and payment of the balance in full or by entering into a Direct Debit arrangement with us, or;
- Paying a deposit and entering into a Direct Debit arrangement with us for the balance.

3.3.2. Learners who elect not to take a loan will be required either to pay their fees in full prior to enrolment or enter into a Direct Debit agreement with us. See **Section 12** for information about paying by instalments.

3.3.3. Fees may be paid by credit or debit card, bank transfer, or cash. Instalment payments may only be made by setting up a Direct Debit agreement. Fees may be paid in person via the cashier's office within the Helpzone, Vantage Point or credit / debit card over the phone through finance office.

3.3.4. Any learner having problems paying their fees should contact the HE Faculty Office for information and support.

### **3.4. Learners who arrange a loan via the Student Finance England (SFE)**

3.4.1. Student Finance England operates independently of the College, and payment or non-payment of loans by SFE to the College shall not be taken to guarantee compliance with the College's rules regarding fees or in any way to affect the learner's liability to the College for fees.

3.4.2. SFE's policy regarding payment of loans is independent of the policy operated by the College.

3.4.3. Learners retain responsibility for the payment of their fees and all other monies owing to the College, regardless of any loan via the SLC or sponsorship arrangements.

3.4.4. Any monies owed by the learner to Student Finance England are separate to the learner's fee liability to the College.

- 3.4.5. HE learners who do not have evidence of a learner loan after 4 weeks from the start date of their course will be required to set up a Direct Debit and start paying their tuition fees in instalments. Once their loan has been approved any monies due back to them will be refunded into the bank account on the Direct Debit mandate form.
- 3.4.6. On production of evidence of a learner loan, the instalment plan will be cancelled and any monies due back to the learner will be refunded.
- 3.4.7. HE learners have the option to pay their fees in instalments by Direct Debit. These may be paid in 3 equal instalments, one per term, or by monthly instalments.

### 3.5. PERIOD OF LIABILITY

- 3.5.1. Any HE learner who withdraws or interrupts their studies during the academic year will be liable for the following tuition fees. This is based on guidance from Student Finance England and The Education (Learner Fees, Awards and Support) (Amendment) Regulations 2011:

<b>Date</b>	<b>Fees Payable</b>
From the point of enrolment up to the end of teaching in week 1, term 1.	0% of annual fee
Term 1 <i>From the beginning of Teaching in week 2 of Term 1, up to and including the First day of Teaching in Week 1, Term 2</i>	25% of annual fee
Term 2 <i>From the Second day of Teaching in Week 1, Term 2 up to and including the first day of Teaching in Week 1, Term 3</i>	50% of annual fee
Term 3 <i>From the second day of Teaching in Week 1, Term 3</i>	100% of annual fee

- 3.5.2. Any learner withdrawn due to non-payment of tuition fees will be liable as detailed above.
- 3.5.3. Liability for fees for HE Learners transferring to South Devon College from other establishments will be determined on an individual basis.

## 4. INTERNATIONAL LEARNERS

### 4.1. SCOPE

- 4.1.1. An international learner is defined as a non-EU/non-EEA national who has no residency status in the European Union; in-line with UK Border Agency guidance.

### 4.2. FEE LEVEL

- 4.2.1. Higher Education full time - £11,200 per annum for 2019/20 starts and £11,700 per annum for 2019/20 starts.

4.2.2. Additional charges may apply in line with United Kingdom Border Agency requirements.

4.2.3. If additional learning support is required this will be chargeable in addition to the international fee above.

#### **4.3. PAYMENT METHOD**

4.3.1. A non-refundable administration fee of £250 will be required prior to issue of Confirmation of Acceptance for Studies (tier 4).

4.3.2. International fees are payable in advance and are non-refundable.

4.3.3. International learners are not entitled to pay by instalments.

4.3.4. No bursaries are available for international learners.

#### **4.4. PERIOD OF LIABILITY**

4.4.1. All fees and charges are payable in advance and are not refundable.

### **5. SPONSORS**

5.1. Learners may ask the College to invoice external sponsors, such as employers or other third parties. Learners must provide, at or before the time of enrolment, evidence to confirm the amount or proportion of the fees and charges being paid by the sponsor.

5.2. In the event that evidence from a sponsor is provided at a later date, then any amount which has been paid by the learner will be refunded to the extent that the fees/charges are to be paid by the sponsor.

5.3. It is the learner's personal responsibility to ensure that fees and charges are paid on time. This is the case irrespective of whether fees are being paid by a sponsor (including the Student Loans Company).

5.4. If the sponsor does not pay for whatever reason, the responsibility for payment of any outstanding fees or charges falls to the learner.

5.5. Sponsors are liable for all fees up to the point of a student withdrawing, regardless of the reason for withdrawal.

## **6. REFUND POLICY**

6.1. Higher Education student should refer to the Higher Education Compensation and Refund Policy as shown in Appendix A

## **7. NON PAYMENT OF FEES AND CHARGES**

7.1. 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.

7.2. The College will pursue all unpaid fees and charges, and this could result in the following action being taken:

- Withdrawal of library borrowing rights;
- Withdrawal of IT rights/access;
- Suspension or withdrawal from a course/study programme;
- Awards may be withheld and/or graduation deferred;
- Exclusion from Awards Ceremonies;
- Referral of debt to an external debt collection agency; or
- Legal action through the courts which may affect a person's credit rating.

7.3. For Higher Education Students action will be taken making reference to the Academic Regulations.

7.4. If a learner is suspended or withdrawn from a course for non-payment, they will remain liable for all fees and charges.

7.5. Any debt collection, legal or court fees incurred in the pursuance of outstanding fees and/or charges may be added to the amount owed.

7.6. 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.

7.7. 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.



**UNIVERSITY  
CENTRE**  
SOUTH DEVON



# **Higher Education Compensation and Refund Policy 2020/21**



## 1. Introduction

The Student Contract *hyperlink* sets out your Overall relationship with the College. This policy is part of the College's Student Protection Plan *hyperlink* and reflects our commitment to the student experience and to supporting our students to achieve their academic outcomes.

It does not replace the Course Fees policy *hyperlink*. That policy covers the fee implications if you are considering interrupting or withdrawing from a programme for personal reasons. This policy does not replace the two Complaints procedures which deal with complaints about academic issues or complaints about services:

- HE Student Service Complaints Procedure *hyperlink*
- HE Student Academic Complaints Procedure *hyperlink*

However you can use the Student Service 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 Helpzone staff.**

## 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.

If any of the significant material changes described in section 2 occur the College will normally make proposals for refund or compensation to you. You will be advised about what will happen and what you will need to do at the appropriate time.

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 Assistant Principal Systems, Information, Performance and Apprenticeships in consultation with 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 HE Student Service Complaints Procedure *hyperlink*.

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.