



HE Fees, Refund and Compensation Policy

Audience	ALL COLLEGE
Requirement	ESSENTIAL
Policy Owner	DP F&R
1st Delegation	SLT
Last Delegation	F&R
Review Cycle	Every 2 years
Last Review	Jun 20
Due for Review	Jun 22

1. Introduction

The purpose of this policy is to provide a framework within which the College's fee setting, refund and compensation processes are devised and operated.

The policy also sets a framework for ensuring that comprehensive information and guidance regarding fees is available and accessible to prospective learners, staff and Governors.

2. Fee Setting process

Fees are reviewed annually.

In setting fees for courses the College considers a broad range of factors, including, but not limited to, ESFA and OfS guidance, financial viability, demand, the curriculum plan and competitor pricing.

The College reserves the right, once fees are agreed, to be flexible in discounting in order to be able to tactically respond to demand and changes in market opportunities.

The College reserves the right to cancel any course or change the fee rate where the costs of delivery may result in financial loss and, or, cancel any course that is not financially viable due to lack of students enrolling.

3. Fee Remission

Fee remission is not available for students of any age enrolling on HE courses

4. Higher Education Provision

Students enrolling on an HE course can pay for their course

- With a Student Loan
- In full on enrolment or via a payment plan with the College
- Via an employer/ sponsor paying in full on enrolment or via a payment plan with the College

In many cases, students will be eligible for a loan from the Student Loans Company to pay for their course. This will be repayable through the PAYE system once the student begins to earn over the published annual threshold. Please check carefully with the Student Loans Company for eligibility.

For all learners, materials fees reflecting actual costs may also be charged.

For all learners, mandatory equipment charges may be charged.

5. Fee Waivers

The College cannot waive exam, registration or certification fees where these apply.

Fees can only be waived with the express permission of the Deputy Principle Finance & Resources.

6. Payment of Fees

Where fees are payable they must be paid for in full at enrolment, or, students may be able to sign up for an Instalment Plan to enable them to spread the cost.

If paying by HE loan or employer funded methods, sufficient evidence of funding must

be provided at enrolment e.g. a letter from your employer or from the student loan company.

6.1 Payment methods

Students can pay for fees by any of the following methods:

- **Cash**
- **Cheque** (payable to Fareham College).
- **Credit or debit card.**
- **Instalments** An instalment plan for tuition fees can be arranged when the fees exceed £500. The first instalment is dependent on the course fee payable and is due on enrolment, the balance of the course cost can be spread over a number of months (a monthly administration fee applies). All other associated fees must be paid in full at enrolment.
- **Employer Funded.** Learners whose employer has agreed to pay their fees are required, at enrolment, to produce letter from their employer to confirm their commitment to pay the fees. The College will issue an invoice to the employer which must be paid on receipt of invoice.
- **HE Student Loan**

Where fees are payable, any student who has not paid or brought in sufficient evidence at enrolment will not be guaranteed a place on the course.

Students retain ultimate responsibility for the payment of their fees, even where they have a student loan or sponsorship agreement in place. If another organisation has agreed to pay the student's fee but then does not do so, the student will become liable to pay the fee instead. This applies if the student tells the College that they have applied for an Student Loan but does not complete the application, or if the loan application is subsequently refused.

6.2 Payment of overdue fees

Non-payment of fees by the settlement due date by either a student or their employer, may affect a student's continuation of a course, entry for an examination or access to resources.

All outstanding fees are to be paid in full before a student can progress onto the next year of their course or start a new course at College.

For the purposes of fee collection, fees are defined as tuition fees, exam fees, validation fees, professional body registration fees, trips and student contributions to materials.

Where a student is having problems with the payment of fees, the College we will try to arrange alternative payment plan options. If a student does not contact the College and payments fall behind, the College will refer the debt to a debt collection agency. This could ultimately lead to court action against the student.

7. Refunds

Students attending a course lasting an academic year or more, who withdraw will be charged as detailed below, in line with Student Finance England rules. These rules apply regardless of the method used to pay for the course. Application of a withdrawal fee commences from the first week of teaching.

- Students leaving within 14 days of their course start date will not receive a refund of any deposits, registration fees or regulatory prepayments paid prior to

registration unless exceptional circumstances apply but the College will refund any other tuition fees that the student has paid

- Students withdrawing before the end of the first term will be liable for 25% of the annual tuition fee. This is dependent upon written notification of withdrawal being received by the College prior to the commencement of the second term
- Students withdrawing during the second term will be liable for 50% of the annual tuition fee. This is dependent upon written notification of withdrawal being received by the College prior to the commencement of the third term
- Students withdrawing during the third term will be liable for the full year's fee.

Where a course is cancelled by the college, full refunds will be made to students.

Where a learner is withdrawing as a result of personal circumstances, or where the learner can demonstrate the College has failed to deliver what could reasonably be expected, then an application for a refund should be made in writing to the Deputy Principal Finance & Resources. The College may require provision of evidence to justify any request for refund on compassionate or medical grounds.

If a student is excluded from College for misconduct no refund will be granted.

Refunds will not be made for personalised kit or materials which are being retained by the student or any registration fees which have been paid to another party by the college on behalf of the learner

In all cases, any refunds processed will be subject to a £15 administration fee

8. Compensation

In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative, the arrangements outlined in paragraph 9 will apply.

Where it is necessary as a result of action by the college (such as course closure) for students to transfer to an alternative provider or there is a change in the location of the course (which was not notified to the student prior to the commencement of the academic year) the college will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.

The college's priority will always be to ensure that students receive the education experience outlined in college course information (whether on-line or in hard copy format) and their learning agreement. Where as a result of an investigation through the Complaints and Compliments Policy and Procedures it is concluded that this has not been the case appropriate financial or other compensation may be offered.

Compensation will be awarded if clear, recognisable and material loss is suffered and evidenced by the student. This normally falls into two categories:

A – Compensating a student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the College (such as travel costs)

B – An amount to recompense for material disadvantage to the student arising from a failure by the College to discharge its duties appropriately.

Compensation may take the form of a financial payment, a discount, or some other form of benefit. It is possible that in the case of a complaint about an element of a programme of study or learning experience this could be settled without the need for a refund or financial compensation. In these cases, this might include an apology, a goodwill gesture or in the case of the complaint relating to the quality of a programme of study this could include repeating for free a part of the course that did not meet the expected standard

In accordance with the OIA guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience and the following guidelines will apply in in such cases:

Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students are as follows:

Moderate:

- An act or omission of the college which has caused some distress and inconvenience in the short term (e.g. less than 6 months)
- Moderate delays (i.e. less than 6 months) or other procedural irregularities on the part of the college where there is evidence to suggest the student suffered material disadvantage

Substantial:

- An act or omission of the college which has caused some distress and inconvenience in the long term (e.g. more than 6 months)
- Substantial mishandling of the complaint by the college which has resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) where there is evidence to suggest the student suffered material disadvantage.

Severe:

- Clear supporting evidence to suggest that as a result of the college's acts or omissions the student has suffered from ill health
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the college's internal process resulting in material disadvantage to the student
- Where there has been a clear material disadvantage to a student as a result of the college's acts or omissions, but a practical remedy is inappropriate or impossible

Any payments over £3,000 will only be considered in exceptional circumstances by the College's Finance Committee.

9. Transfers

The following rules apply to transfers where a student:

- i. Transfers from a course the college has closed to an alternative higher fee course at Fareham College the difference will be paid by the college
- ii. Transfers to a course at Fareham College with a similar tuition fee, no charge will be made
- iii. Decides to transfer from one course at Fareham College course to another course at Fareham College with a higher tuition fee the student will pay the difference between the course tuition fees
- iv. Decides to transfer from one course at Fareham College course to another course at Fareham College with a lower tuition fee the student will receive a refund of the difference between the course tuition fees