

# Fee and Refund Policy

## 2018/2019

Formal Review Cycle:	Annual		
Latest Formal Review (month/year):	2018-04	Next Formal Review Due (month/year):	2019-04
Policy Owner:	Dir. Bus & Comm Development	Overall responsibility (SMT):	Dir. Bus & Comm Development
Impact Assessed by:	MW	Impact Assessment Date:	10.04.2017

### APPROVAL REQUIRED

SMT Y/N	Y	SMT Date approved:	2018-04-10		
Governor Y/N	Y	Committee and or Board:	FRI	Governor Date approved:	2018-05-02

### PUBLICATION

Website Y/N	Y	Intranet Y/N	Y	Student VLE Y/N	Y	Other:	
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## COURSE FEES

The Governing Board is responsible for agreeing the College's Fee and Refunds Policy.

1. The fee policy shall comply with relevant funding bodies' rules and regulations including those relating to fee remission and fee levels.
2. Any publication containing information on course fees will identify tuition fees, and where relevant and available, examination and registration fees.
3. Students are normally expected to pay the total amount of course tuition and exam fees at enrolment, however the College recognises the need for flexibility and has outlined a range of payment options in paragraph 7.
  - 3.1. Where a course has additional resource fees, these will be indicated in published materials and collected at enrolment. An administration charge may be included in the stated examination / registration fee.
  - 3.2. If, at the required time of publishing, the cost of any of the above elements cannot be reasonably estimated, the published fee shall be exclusive of that element which shall be charged separately when the costs can be assessed with more certainty. This will be made clear at enrolment.
4. Course fee levels shall be set with the aim of recovering the costs of all of the elements making up the total course costs. In setting the tuition fee element of the course fees, reference will be made to the assumed fee income level set by the Education and Skills Funding Agency (ESFA), Office for Students (OfS) or other funding body and take account of:
  - Impact on recruitment, retention and achievement
  - Market conditions
  - Widening participation
  - Funding available from other sources
5. The tuition fee structure set for each academic year will apply throughout that year unless unforeseen circumstances intervene.
  - 5.1. Where courses are longer than a single academic year then the tuition fees set in the year that the course commences and will apply to every following year of the course throughout its duration, and will be collected at the commencement of each academic year unless unforeseen circumstances intervene. This does not apply to HE where fees may increase on an annual basis by the cost of living rise.
  - 5.2. Where a one-year course commences in one academic year and finishes in another, the tuition fees chargeable will be determined by the fee structure set for the academic year in which the course commences.
6. Where courses are delivered outside the ESFA, OfS or other funding mechanism, the tuition fee element will be based on full economic costs of delivery and market conditions and may vary throughout the academic year. Fees for Commercial courses delivered by Tyro Training will be charged and invoiced up to two months in advance. Credit (invoicing) will only be available to customers with an established credit record, as per Tyro Financial Processes.
7. At enrolment students will be required to pay their fees or indicate how the fees will be funded. The College provides a range of payment options:

- 7.1. For course fees, excluding examination / registration fees or other costs, over such level as the Principal or nominee shall from time to time determine, payment by a maximum of six equal monthly installments shall be permitted. The number of instalments permitted depends on the date of the first instalment. All instalments will be on the 1<sup>st</sup> (first) of the month. At enrolment students must pay for all exam fees and 20% of the course fees, the remaining instalments are payable from the second full month following the start of the course. For 2018/2019 instalments can be arranged for fees over £340.
- 7.2. For fees below this level, where a student is able to demonstrate financial hardship, it is at the Principal's or nominee's discretion to allow payment by instalment.
8. Provision may be made to offer financial help towards fees, subject to criteria set by the Principal.
9. The College will support students to access external financial assistance towards tuition fees.
  - 9.1. The College will not offer direct financial advice, but refer students to the Money Advice Service as appropriate.
  - 9.2. The College can help with the completion of loan applications to Student Finance England. All responsibility for the initial application, the progress of the application and approval of the loan remains with the student / applicant.
10. Where fees are to be paid wholly, or in part, by an employer / sponsor, confirmation in writing must be provided at enrolment. Without this confirmation, students will be expected to pay directly at enrolment or will not be enrolled onto the course.
  - 10.1. Students shall be liable for payment in the event that employers / sponsors withdraw their commitment to pay.
11. Advanced Learning Loans and Higher Education Loans should be in place at the point of enrolment.
  - 11.1. Students shall be liable for payment in the event that the loan application does not proceed or is unsuccessful. Any unsecured loans will be billed directly to the students at the end of the first half term. If a student pays the course fee and subsequently successfully applies for a student loan, the fee paid by the student will be refunded.
  - 11.2. Where students provide proof that they have a loan application with Student Finance England, any fees / charges over and above the amount in the application must be paid on enrolment.
12. Where fees have been invoiced but have not been paid in full within 60 days of the invoice date, alternative payment arrangements have not been agreed, or if agreed have not been complied with, the outstanding debt will be referred to the College's Debt Collection Agents (TNC).
  - 12.1. A debt recovery administration charge of 15%, plus a solicitor fee and interest will be added to the outstanding debt to cover the debt collection costs.
13. A student shall not be permitted to continue on a subsequent year of a multi-year course if there is debt outstanding in relation to a previous year, or to continue on a new course if there is outstanding debt in relation to an earlier course.

14. The Principal shall have the discretion to withhold awards from students who have debts outstanding to the College.
  - 14.1. Qualification Certificates will not be issued to students with outstanding debts.
  - 14.2. Students with outstanding debt will not be allowed to attend any graduation ceremony.
15. Eligibility for tuition fee remission is determined by the appropriate funding bodies and remission will only be granted on the production of such proof of eligibility as is specified by the funding bodies. In line with funding body rules, students qualifying for full fee remission will not be expected to pay additional costs such as examination / registration fees.
  - 15.1. Students must provide evidence of current eligible benefits and complete the necessary form(s) to prove eligibility for fee waiver
  - 15.2. All fee waivers will be assessed on the benefits a student is in receipt of at the time of enrolment. Benefits that are approved following enrolment cannot be retrospectively applied.
  - 15.3. Failure to provide the relevant proof of eligibility within 4 weeks of enrolment will result in the student being invoiced for the course and exam fees in full, and pursued for the payment of said fees. In some cases, students may not be enrolled on programmes until the proof of benefit has been produced.
16. It is a requirement that a student enrolling on a funded College course leading to a qualification undertakes the examination or other assessments required to obtain the qualification.
  - 16.1. If a student refuses to undertake the qualification assessments, or fails to attend the examination, the full market cost of the course may be charged less any fee previously paid.
  - 16.2. Where a student has to pay for an examination, all fees must be paid in advance, failure to pay the exam fee by the required date will mean that the student will not be entered for the exam.
  - 16.3. Students with outstanding debts may be refused entry to some or all examinations for some or all of the courses on which they are enrolled.
17. Students requiring to re-sit an exam or re-present a unit beyond the end of the academic year / course will pay further fees to cover any additional tuition, tutorials, assessment and examination / re-registration required.
18. Students who do not pay in a timely manner, have written off debts or are referred to TNC will not be given any future credit with Craven College. This means that all fees / costs in subsequent years must be paid in full upon enrolment.

## **RE-SUBMISSION OF WORK**

19. In line with College procedures, and as allowed by the relevant Awarding Organisation, students (16-18 and 19+) may re-submit work in an attempt to improve grades awarded once without incurring a fee. Subsequent re-submissions and / or re-take of examination/s will incur a fee of £30. This fee is payable in advance of any assessment of work.

## **LATE COMPLETION OF WORK**

- 20.** All students will be provided with appropriate tuition, support and opportunities for assessment to complete their course of study by their expected qualification end date. In most cases this will be the end of the academic year. An appropriate programme of assessment and an Individualised Learning Plan will provide a framework for students to manage their own time effectively.

Students who fail to submit all necessary work for assessment by the end of their course may negotiate with their tutor an extended deadline up to the following 31 August of the same academic year, in exceptional circumstances and subject to the tutor's discretion. Extensions are not automatically available for Higher Education courses and students should refer to their course handbook for guidance.

Any student who submits work for assessment on or after 31 August in the academic year following the course completion date, will be charged a Late Completion Fee of £50 per assignment or piece of work submitted for assessment. Payment must be made to a College Reception, the assignment front cover should be signed by the person taking payment and the receipt should be stapled to the assignment front cover. Tutors should check the above to confirm that payment has been made when accepting work for marking.

The Late Completion Fee may be waived in cases of long-term illness, hospitalisation, bereavement or other exceptional circumstances, at the discretion of the Vice Principal - Curriculum and Quality.

## **REFUND OF FEES (SEE ALSO APPENDIX 2)**

- 21.** All learners accept responsibility for payment in full of course fees and examination / registration fees by signing a College Student Enrolment Form.
- 22.** Fees paid in advance shall generally not be refundable and outstanding fees shall remain payable. The circumstances where refunds / credits may be made include:
- a. Where a course has been closed by the College or the time and / or day changed such that the student can no longer attend or the student has notified his / her withdrawal from the course at least 5 working days prior to the course start date.
  - b. If the College changes the time and day of a course / class after it has started and the learner is no longer able to attend, the amount of fees refunded will take into account the time the learner has already been on the course. In every case the College will endeavour to offer a suitably acceptable alternative course.
  - c. If the College's initial fee assessment is incorrect, resulting in an overcharge, it will refund the difference of fees charged to the learner.

Refunds will normally be made within 15 working days.

In all other circumstances, fees will not normally be refunded.

- 23.** The College will consider a refund of fees in full or in part in the following circumstances:
- a. Where the circumstances which make it impossible for the student to take up or continue with his / her studies are exceptional and entirely outside the control of the individual concerned. In such cases the College shall consider a refund / credit of fees in full or in part at the discretion of the Vice Principal Curriculum and Quality. These cases can be

difficult to rule upon and careful consideration will be given to the individual circumstances. Examples may be:

- i. The student relocating away from the area, such that attending the course is no longer feasible
- ii. Death / serious illness of a member of the immediate family necessitating a change of responsibility for the student
- iii. Long-term personal illness / injury preventing study and realistic completion of the course (medical certification will be required to support). In some instances, fees may be deferred to the following academic year.

Any refund under these circumstances will relate only to parts of the course not yet undertaken when the refund request is made and will be limited to remaining full terms of the course. If examination / registration fees have not yet been paid to the Awarding Organisation, these will be refunded in full.

- b. Where the student has enrolled on a course and it is subsequently identified that, through no fault of the student, he / she has been directed to a learning programme that is inappropriate for his / her level of ability. NB The Head of School / tutor concerned must support the case. The College will endeavour to offer a suitable, acceptable alternative course, or the refund may be given as a credit note for a future course.
  - c. Where a student submits a formal complaint about the quality of a course which is substantiated following a detailed investigation instigated by the Head of Quality. If it is determined that there are substantial grounds for the complaint, a partial refund may be made. This will be calculated on the basis of the remaining full terms of the course. Alternatively, a credit note for a future course may be issued.
24. Monthly payments made to the College by the Student Loans Company cease when a student leaves their course. In accordance with guidance from Government, HE students would not be liable for the amount outstanding in these circumstances.
  25. For cases under section 22 the MIS Manager is authorised to recommend refunds, and under section 23(a) the MIS Manager can do so with reference to the Head of Quality. The Head of Quality will ensure appropriate investigations are carried out for cases under sections 23(b) and 23(c) before a final recommendation is made. The formal authority to issue a refund and to determine the amount rests with the Vice Principal - Finance and Resources and the Principal.
  26. Complaints made regarding Commercial courses under 23(c) may be investigated and refund recommended by the Director of Business and Community Development.
  27. Other staff should take care not to pre-empt the outcome of formal consideration of a refund application by commenting informally or otherwise on the likelihood of such an application being successful.
  28. Where applicable, students wishing to complain or apply for a fee waiver must do so in writing within 14 days of bringing the issue to the attention of the College.

## **APPEAL MECHANISM**

29. All requests for refunds under Section 23(a) should be made to the MIS Manager, those under Sections 23(b) and 23(c) will be referred to the Head of Quality. Responses will normally be given within 15 working days. An administration charge of £10 will generally be made for

processing any refunds, but may be waived in certain circumstances if considered appropriate.

30. If the student is not satisfied with the decision taken in his / her case, he / she can submit an appeal setting out additional information in support of the case. The appeal must be in writing and be received by the Head of Quality (section 22) or Vice Principal – Curriculum and Quality (sections 23(a), 23(b), 23(c)) within 15 working days of receiving the initial decision. Appeals will only be considered where relevant additional information is provided.
31. The following pages summarise the main points of the policy, how they will be implemented and provide a hand out to be given to students.

### **SUMMARY OF THE PAYMENT PROCESS (SEE ALSO APPENDIX ONE)**

1. All fees should be paid in full at enrolment
2. The student is at all times responsible for all arrangements relating to the payment of their fees
3. Where payment has not been made, and arrangements to pay are not in place for the following reasons (these are examples and will not cover all possible situations) the debt recovery process as outlined below will be invoked:
  - a. Direct Debit Mandate not returned by the student
  - b. Student does not provide evidence of relevant benefit
  - c. Student does not provide confirmation of payment from their employer
  - d. Student does not have an approved loan in place from Student Finance (19+ loans and Higher Education Loans)
  - e. Student was enrolled without any funding in place
  - f. Student was enrolled without payment being taken

### **SUMMARY OF THE DEBT RECOVERY PROCESS**

All outstanding debts will be pursued for payment in the following ways:

1. Letter One – system generated letter 30 days after invoice date
2. Letter Two – system generated letter 60 days after invoice date
3. Tutor informed and to speak with debtor
4. Telephone calls to debtor
5. Text messages to debtor
6. Emails to debtor
7. Referral to debt collection company

## **CONSEQUENCES OF PERSISTENT OUTSTANDING DEBT**

1. Referral to College debt collection company (this could result in court action)
2. Addition of 15% debt recovery administration charge to the debt
3. Detrimental effect to credit rating
4. Students may not be allowed to attend examinations
5. Students may be asked to leave the course until the debt is cleared
6. Student will not be allowed to attend any graduation events
7. Students will not be issued with course certificates
8. Student will not be allowed to enrol for any course in any future academic year until the debt is paid in full

## APPENDIX ONE – STUDENT HANDOUT CONSEQUENCES FOR STUDENT DEBTORS

The College recognises that students need flexibility when paying fees and we therefore provide a range of payment options. At enrolment you will be required to pay your fees or indicate how your fees will be funded. Prompt payments enable us to keep costs down and prices competitive.

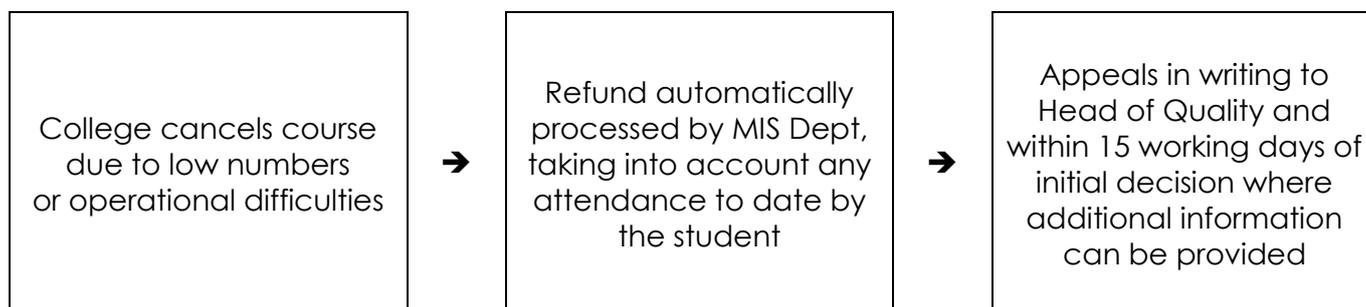
This document explains the process that the College will follow where fees have not been paid or funding has not been approved.

1. An invoice will be raised for the outstanding amount and sent to the student for immediate payment
2. Craven College Finance Department will contact students by telephone, text message, email and letter to progress payment of any outstanding debts
3. Craven College Finance Department will also ask other College staff, for example tutors and Student Services, to speak to students with outstanding debt
4. Reminder Letter One will be sent if payment has not been arranged by 30 days from the date of the invoice
5. Reminder Letter Two will be sent if payment has not been arranged by 60 days from the date of the invoice
6. Unresolved debts of 90 days from the date of the invoice may be referred to the College's debt collection company (TNC)
7. Referral to the debt collection company will result in some or all of the following:
  - a. 15% debt recovery administration charge added to the outstanding debt
  - b. Late payment interest charges may be added to the outstanding debt. These will be based on Craven College's Financial Regulations and/or statutes
  - c. Detrimental impact on future credit rating
  - d. Court action
8. In addition to the actions listed above, should there be outstanding debts at the end of the academic year, Craven College will take the following actions:
  - a. The student will not be issued with any certificates for any courses until the outstanding debt has been paid
  - b. Students with outstanding debt will not be invited to attend the graduation ceremony
  - c. Students with outstanding debt will not be allowed to enrol or attend College for future study until all debts have been paid in full
  - d. Student may be prevented from attending exams
  - e. Students, who do not pay in a timely manner, have written off debts or have been referred to TNC will not be given any future credit with Craven College and all fees/costs incurred in subsequent years must be paid in full upon enrolment

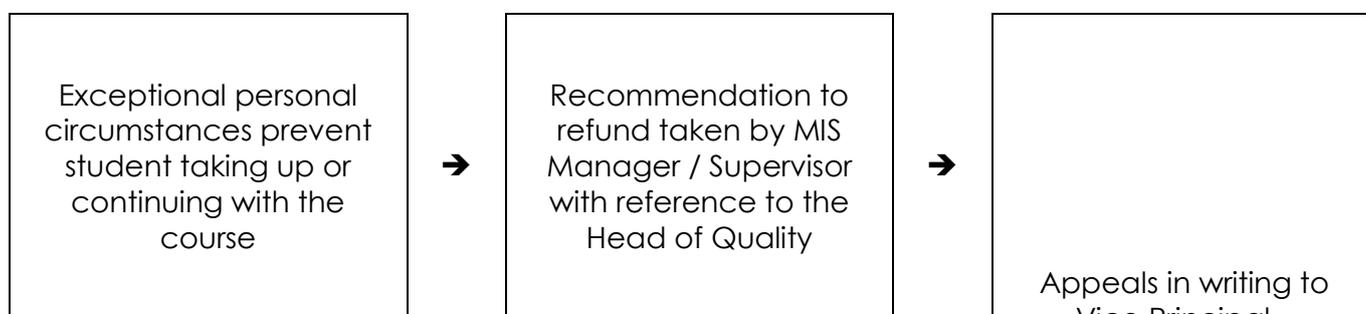
## APPENDIX 2

### Refund Procedure

#### Section 22



#### Section 23(a)



#### Sections 23(b) & 23(c)



All responses will normally be sent within 15 working days