

## HE Fee, Refund and Compensation Policy

### 1. Introduction

- 1.1 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.
- 1.2 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. Scope of this policy

This policy applies to all fees for all HE courses (Level 4 and above).

### 3. Fee Setting process

- 3.1 The Fees Board reviews fees annually. Any changes are recommended to the Senior Management Team for approval.
- 3.2 In setting fees for courses the College considers a broad range of factors, including, but not limited to, HEFCE guidance, financial viability, demand, the curriculum pan and competitor pricing.
- 3.3 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.
- 3.4 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.

### 4. Fee Remission

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

### 5. Higher Education Provision

- 5.1 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

- 5.2 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.
- 5.4 For all learners, materials fees reflecting actual costs may also be charged.
- 5.5 For all learners, mandatory equipment charges may be charged.

## 7. Fee Waivers

- 7.1 The College cannot waive exam, registration or certification fees where these apply.
- 7.2 Fees can only be waived with the express permission of the Vice Principle Finance & Resources.

## 8. Payment of Fees

- 8.1 Fees become payable in full on enrolment. Learners can sign up for a payment plan to spread the cost of their course.
- 8.2 Learners whose employer has agreed to pay their fees are required to submit a completed Employer Authorisation Form from their employer at the time of enrolment confirming their will cover the full cost of the course. The normal method of payment will then be for the college to issue an invoice for full payment.
- 8.3 Fees quoted may apply for one or two years. Where a course runs over more than one year and the full course cost is not charged in full on enrolment, future year fees apply. Please check the prospectus carefully to understand fees due.
- 8.4 Students funding their course with a Student Loan need to have an approved application in place by the end of October half term. Any student who cannot produce a letter of confirmation that the loan has been granted at that date must make a payment of 50% of the course fee to the college to continue attending the course. If the letter of confirmation is still unavailable at the start of the Spring term, a second payment of 50% of the course fee must be made to the college. Failure to make these payments will result in the student being

withdrawn from the college. Upon presentation of a letter of confirmation any fees paid under section 8.4 will be refunded.

8.5 Any student who has not paid their fees in full by the end of the month prior to the planned end date of their course

- Will be refused entry to exams;
- Will not have assessed work marked and returned;
- Will have exam certificates withheld;
- Will not be permitted to progress to the next year of study or enrol on another course;
- Will not receive references;
- Will have their outstanding debt passed to a debt collection agency for recovery. An additional £50 fee will be added to the debt to cover costs incurred by the college in pursuing the debt. The debt collection agency may also apply charges. As a result your credit rating and ability to obtain finance in the future may be affected.

## 9. Refunds

9.1 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 University prior to the commencement of the third term.

- Students withdrawing during the third term will be liable for the full year's fee.

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

9.3 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 Vice Principal Finance & Resources. The College may require provision of evidence to justify any request for refund on compassionate or medical grounds.

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

9.5 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

9.5 In all cases, any refunds processed will be subject to a £50 administration fee.

## 10. Compensation

10.1 In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative, the arrangements outlined in paragraph 4.1 above will apply.

10.2 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.

10.3 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.

10.4 The college is cognisant of 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	
Level of distress and inconvenience	Indicative compensation
Moderate	Up to £300
Substantial	Between £301 and £1,250
Severe	Between £1,251 and £3,000

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £3,000 will only be considered in exceptional circumstances.

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:

- Cogent and contemporaneous 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.

## 11. Transfers

11.1 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 Southampton City College the difference will be paid by the college.
- (ii) Transfers to a course at Southampton City College with a similar tuition fee, no charge will be made.
- (iii) Decides to transfer from one course at Southampton City College course to another course at Southampton City 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 Southampton City College course to another course at Southampton City College with a lower tuition fee the student will receive a refund of the difference between the course tuition fees

## 12. Status of this Policy

12.1 This policy was approved by SMT in January 2018.

12.2 The policy will be reviewed biennially by the Fees Board and any changes recommended by them will be referred for approval to the Senior Management Team.

Date approved: Jan 2018

Approved by: SMT

Date reviewed: Jan 2018

Date of next review: Feb 2020