



**MORLEY COLLEGE LONDON**

**Fees and Refunds Policy**

**POLICY OWNER: Chief Finance Officer**  
**APPROVAL BY: Governing Body**

**Policy Category: Student**  
**Approved by Policy Committee: 1 June 2020**  
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# **MORLEY COLLEGE LONDON**

## **Fees and Refunds Policy**

### **1. INTRODUCTION AND PURPOSE**

- 1.1. The Fees and Refunds policy determines the basis for fees, charges and refunds to students. It provides clarity on the circumstances where some students may not be required to pay fees or charges, the conditions under which the College will issue refunds of fees and charges already paid, and the scope for compensatory payments.
- 1.2. The aim of this policy is to ensure that:
- 1.3. The College has a fees policy that is fair, equitable and clear, to ensure tuition fees and associated charges are based upon robustly calculated methods and that revenue is optimised.
- 1.4. Any barriers to participation presented by tuition fees and associated charges are mitigated as much as possible by providing flexible payment options and/or assisting learners to access appropriate financial support to meet the cost of these.
- 1.5. The College can respond flexibly to market forces and government policy, and comply with fee guidance issued by the Education Skills Funding Agency (ESFA), Greater London Authority (GLA), and the Office for Students (OfS).

### **2. MORLEY COLLEGE LONDON IN CONTEXT**

- 2.1. The College seeks to generate appropriate course fee income to cover the cost of delivering courses in accordance with relevant current guidance and the College Pound Plus Policy and to contribute to the overhead costs of the College.
- 2.2. The College has been operating for many years within the context of reducing further education budgets for adults. This operating environment has led to an expectation of a greater contribution towards the costs of education and training from individuals and employers, particularly for intermediate and higher-level skills. This has led to the introduction by the government of Advanced Learner Loans for students aged 19 or older studying accredited courses at Level 3 and

some Level 4 (Advanced Level). Since 2017/18, the College has delivered Higher Education (HE) provision (Level 4+) funded from fees, mostly supported by HE loans.

- 2.3. The College has an Equality and Diversity policy and seeks to ensure that arrangements for fees, charges and refunds are consistent with this.
- 2.4. The College administers student support funds and bursaries to provide financial help to students whose access to, or completion of, education or training is inhibited by financial constraints or barriers. This student support and bursaries are funded in part from the College's core funding as well as from donations to the College. Many courses also offer concession fees.
- 2.5. Morley College London and Kensington and Chelsea College (KCC) merged on 3 February 2020, with the KCC Corporation dissolving at that point.

### **3. POLICY STATEMENT**

#### **3.1. Tuition Fees and Related Charges**

- 3.1.1. ESFA and GLA Funded Courses for Students aged under 19
- 3.1.2. Further Education (FE) learners who are, with reference to the latest funding guidance, because of their age and/or employment status and/or prior qualification level, eligible for full funding for a course, are not to be charged tuition fees and do not normally pay examination/registration fees (see below) for that course. This includes Learners aged 19-24 who have a Learning Difficulty Assessment (LDA) or an Education, Health & Care Plan (EHCP). Students meeting these eligibility criteria, who are enrolled on a study programme and aged under 19 on 1 September of the year of study, will not be charged a tuition fee.
- 3.1.3. The College receives no funding for students who are under 19 on non-accredited courses – however they may in some circumstances be enrolled on non-accredited courses at the College's discretion and they would not be charged course fees, though all material, trips, etc. fees would be payable. All proposed enrolments of under 19 students on non-accredited provision need to be approved in advance by the Chief Finance Officer.
- 3.1.4. Depending upon the requirements of their programme, fully-funded learners may be required to pay for specialist course materials, clothing/equipment they wish to retain for use outside of the course, photocopying & printing, or trips/visits that are not an integral part of their study programme.

- 3.1.5. The College will only charge examination or registration fees for fully funded learners on eligible courses in circumstances where the required attendance or completion of work has not been achieved, or the student fails without good reason to sit the examination for which the institution has paid. Charges may also be levied where a student re-sits an examination resulting from an initial examination failure or where a student re-sits an exam with the aim of achieving marginal improvements in grades.
- 3.1.6. The College may seek voluntary contributions from students or their sponsors but there will be no obligation to contribute and this will not in any way affect learning, teaching or other entitlements.
- 3.1.7. Learners aged 19 or more enrolling on designated Level 3 or above programmes do not qualify for Government funding where they have already achieved a full level 3 qualification. In most cases these learners are eligible to apply for Advanced Learner Loans, which are paid directly to the College. The loan value will cover the combined costs of tuition and examination/registration fees. The loan will only be available for those courses advertised by the College with a “loan” fee type and learners will need to receive an Advanced Learning Loan letter from the College confirming course eligibility before they apply for the loan. Learners aged 19-23 taking a first full level 3 will remain eligible for full funding.
- 3.1.8. If an FE learner is ineligible for loan financing or chooses not to take up the loan, then the combined tuition and examination/registration fee will have to be paid for from their own resources along with any other course costs.
- 3.1.9. Learners who are aged at least 19 on the start date of the course may be required to pay materials or trip/visit fees, which are outside of the loan arrangements unless they are a mandatory part of the course.
- 3.1.10. ESFA Funded and Loan-Supported Courses, for learners aged 19+
- 3.1.11. Eligible learners enrolling on eligible provision aged 19 or over on 1<sup>st</sup> September studying on non-regulated or on Entry, Level 1 or Level 2 courses will be charged a tuition fee calculated in line with ESFA guidance, unless they are eligible for fee remission (see Appendix A). A course may offer a concessionary fee rate (see Appendix B).
- 3.1.12. The College retains the right to set tuition fees for unregulated courses at the discretion of the Principal to reflect market demand, the College’s positioning in the market after external competitor analysis or the direct cost of specific provision. Rates will be set with the objective of providing optimum revenue

after taking account of such market limitations using a clearly defined range of flexed variances from the agreed rate card.

- 3.1.13. Fee rates will be determined each year as part of the College's curriculum planning process. The base prices will be increased in line with inflation.
- 3.1.14. Fee rates for individual new courses will be determined from a "rate card", set out in Appendix C, according to the nature of the course, the anticipated class size and the market environment. A course may offer a concessionary fee rate in line with the College's policy on concessions.
- 3.1.15. Level 3 and above courses are not supported by ESFA funding unless the student qualifies for fee remission and will therefore generally be charged a tuition fee reflecting the ESFA full funding rate as determined by the Government Learning Aims Reference Service (LARS). Eligible students enrolling on eligible provision will, however, be able to apply for Advanced Learner loans for all or part of the tuition fee due. The fees quoted for students on these courses are quoted for the full duration of the course.
- 3.1.16. Eligible students enrolled on HE courses will be able to apply for a loan from the Student Loan Company (SLC) to cover all or part of their course fee. The College has TEF Provisional status and currently charges the basic fee allowable under this award.
- 3.1.17. Where students opt to take an advanced learning or HE loan for less than the full fee or choose not take up a loan they will be responsible for payment of the balance of the full tuition fee.
- 3.1.18. Tuition fees for individual courses will be published by the College in the college prospectus and/or on the college website, and will take account of any material or supplementary charges (as detailed in the sections (f) and (g) below).
- 3.1.19. Students Ineligible for ESFA Funding
- 3.1.20. Students on ESFA funded courses who are ineligible for ESFA funding, including overseas students from outside the European Union (EU), will be expected to pay a tuition fee of twice the published rate. **This is referred to as the Overseas base rate.**
- 3.1.21. The default categories in this policy apply to UK/EU learners who qualify for "home" student status (normally 3 years residency in the UK, or an EU or EEA country). The College is required to assess the status of all non-EU nationals prior to the start of their course. Where there is uncertainty over the status of

non-EU nationals, guidance should be sought from Student Services. If insufficient evidence is provided to prove eligibility, then the learner will be liable for the overseas fee rate.

- 3.1.22. The College does not have Tier 4 status for recruiting students. The College can accept overseas students if the individual is permitted to be resident in the UK and is not prohibited from studying. Such students would be expected to pay the Overseas base rate.
- 3.1.23. The College will only enrol students who already have permission to be resident in the UK and are not prohibited from study in the UK. In the case of international students, a non-subsidised fee is charged which is normally a higher rate than that charged to “home” students.
- 3.1.24. Full Cost Courses (i.e. courses not funded by ESFA or supported by Advanced Learner Loans or HE loans).
- 3.1.25. Rates for individual new courses will be selected from the College Fee Rate Card according to the best match for the course, reflecting the anticipated class size, the costs of delivering the course and the market environment. Rates will be set with the objective of providing optimum revenue after taking account of such market limitations in line with the College Pound Plus Policy. The fee rate card categories are listed in appendix C.
- 3.1.26. Fee remission is not allowed other than a concessionary fee rate in line with the concessions guidance in appendix B.
- 3.1.27. Some training programmes and courses are run by the College with no external funding and therefore a commercial rate must be charged either to participating learners or a sponsoring organisation. No fee remission applies to full cost courses, and Advanced Learning Loans cannot be obtained for such courses. The standard basis for calculating fee rates is available from the Chief Finance Officer.
- 3.1.28. **Full Cost “infill” into mainstream courses.** There are some occasions when an external organisation (usually a school) wants to infill a single learner or a small number of learners into an established programme. The College receives no external funding agency income for these and so a full cost fee is chargeable. The College will normally base its fee on the funding body income which could be drawn down.
- 3.1.29. Annual Review and Variation of Tuition Fees
- 3.1.30. All fees are agreed as part of the Curriculum Review and Validation (CRV)

process, all fees must be based on the agreed College fee card rate and fit within the banded flex categories. A course may be moved to a new base rate through the CRV process. SLT may seek to reduce the number of fee rates or introduce new rate levels to meet the needs of new courses and changing delivery models.

3.1.31. Examination Fees

3.1.32. No examination and assessment charges will be charged to eligible learners aged under 19 on 1<sup>st</sup> September or to learners for whom no fee has been charged, unless the criteria specified in paragraph 3.1.5 are met.

3.1.33. For most accredited courses, fees are inclusive of exam fees, any exceptions will be made clear on enrolment.

3.1.34. The College reserves the right to levy a charge where the student wishes to re-sit an exam to improve a pass grade.

3.1.35. Material and Supplementary Charges

3.1.36. Additional charges may be levied, where appropriate, on a course-by-course basis to reflect the specific requirements of the course. These charges cover items including but not limited to protective clothing, kits, tools, books, learning materials and a basic allowance of consumable materials.

3.1.37. Such charges may be added to the hourly rate determined from the “rate card” to produce the published fee for the course.

3.1.38. Charges for such items included in the published fee are not made where the learner is aged under 19 on 1<sup>st</sup> September and is on a fully funded course where the learner is eligible for fee remission. These charges are also deemed to be included within the fee where the fee given in the “rate card” is determined on a whole course rather than hourly basis (e.g. Advanced or Higher Learning courses).

3.1.39. Where students, including those aged 16-18 at enrolment, wish to use materials beyond the basic allowance included within the fee, the College will charge for the additional materials at an agreed rate. These additional material fees must be paid for in advance of using the materials.

3.1.40. Students registering for courses residing in devolved authorities outside the Greater London Authority

3.1.41. There are currently six devolved authorities within England as well as the

Greater London Authority (GLA). The GLA now fund the Morley Adult Education Budget Grant for London residents. All adult students not resident within a devolved authority continue to be funded through ESFA, and Morley College continues to receive a much-reduced grant for these. Adult students who are resident in a devolved authority other than the GLA are not eligible for funding.

- 3.1.42. Students resident within devolved authorities outside the GLA will be expected to pay the full cost fee.

#### **4. Fee Remission and Concessions**

- 4.1. Students accessing concessionary fee discounts may be required to produce satisfactory documentary evidence of their entitlement to the concessionary rate.
- 4.2. A list of the fee remission categories (those groups who are not required to pay a fee) is given in Appendix A, and of concessionary (those groups eligible for a reduced fee) or discount categories in Appendix B.

#### **5. Staged payments**

- 5.1. Where the total fee on enrolment is greater than or equal to £200, students may be permitted to pay course fees in stages. If a student withdraws, unless otherwise stated, the student will remain liable for all outstanding fees at the point of withdrawal. The standard number of staged payments will be three per term. The maximum number of staged payments is 12 and the period of staged payment must not fall outside one year. No interest or other charges are payable.

#### **6. Payments by a Third Party**

- 6.1. Where a student's fees are to be met by a third party (such as their employer) the student must supply, at the time of enrolment, a letter from the company or Organisation **confirming that they will meet the full cost of fees to be paid.** In the absence of such confirmation, the student remains liable for the full cost of the course.

#### **7. Leavers and Transfers**

- 7.1. Heads of School are responsible to ensure student records are updated promptly for all leavers and transfers. This is to ensure timely information is available to support student refunds and/or additional payments and to ensure management information for course viability is accurate.

#### **8. Refunds and compensation**

- 8.1. The College aims to ensure that all students receive an outstanding learning experience and that students are supported to complete their courses. However, in some circumstances refunds or compensation payments will be applicable. Full details are provided in Appendix D.

#### **9. Discounts and special offers**

- 9.1. From time to time the College reserves the right to offer promotional discounts

or special offers to students. Full terms and conditions will be available separately for each discount or promotional offer. All promotions will include the wording “Please refer to the individual terms and conditions of the specific promotion” (to be found on the college website).

9.2. It should be noted that refunds will not normally be available where a promotional offer has been applied.

9.3. Discounts and offers may be strictly time limited. In the case of late discounts, where students have already booked they will not be permitted to cancel and re-enrol to take advantage of the discount or offer.

9.4. Single use vouchers may be offered as prizes, and the same terms apply as above.

## **10. POLICY OBJECTIVES**

10.1. This policy provides a framework for staff involved in setting fees, charges and refunds to ensure consistency and fairness of approach, to clarify the extent of public subsidy which supports the College’s courses, and to provide transparency to students and other stakeholders.

## **11. SCOPE OF POLICY**

11.1. This policy applies to all staff, current and prospective students, and partners of Morley College London.

## **12. RESPONSIBILITY STRUCTURE**

12.1. The Senior Leadership Team, Heads of Professional Services, and Heads of Schools are responsible for leading and monitoring the implementation of the Policy.

## **13. PRACTICAL IMPLEMENTATION**

13.1. The policy will be implemented through the College’s Curriculum Review and Validation process, and through the correct application of the Fees and Refunds Policy by professional services.

## **14. COMMUNICATION AND TRAINING**

14.1. The policy will be communicated to staff involved in the fees, charges and refunds setting process through the College’s internal committee structures and

will be made available to all via the College's intranet and website.

## **15. REVIEW AND MONITORING OF POLICY**

- 15.1. The Policy will be reviewed every four years or sooner if changes in the rules governing public funding require it. Monitoring of the individual rates set under the policy will be undertaken annually as part of the curriculum review and validation process.

## **APPENDIX A – FUNDING AND FEE REMISSION ELIGIBILITY**

Eligibility for fee remission is determined by the Funding Rules published annually by the ESFA and the GLA. These are reviewed annually and subject to amendment over the course of the academic year.

### **Eligible Students**

Based on current guidance, most individuals will be eligible for funding if they:

- are a citizen of a country within the European Economic Area (EEA) or other countries determined within the EEA, including those with bilateral agreements such as Switzerland, or have the Right of Abode in the UK, and
- have been ordinarily resident in the EEA (as above) for at least the previous three years on the first day of learning.
- A non-EEA citizen is eligible for funding if they have permission granted by the UK government to live in the UK, which is not for educational purposes, and have been ordinarily resident in the UK for at least the previous three years before the start of learning.
- Any individual with any of the statuses listed below, is eligible to receive funding and are exempt from the three-year residency requirement rule, the college must see the learner's immigration permission in these circumstances.

Refugee Status

Discretionary Leave to Enter or Remain.

Exceptional Leave to Enter or Remain

Indefinite Leave to Enter or Remain

Humanitarian protection

Leave Outside the Rules

The husband, wife, civil partner and child of any of the above

Asylum seekers are eligible to receive funding if:

- they have lived in the UK for six months or longer while their claim is being considered by the Home Office, and no decision on their claim has been made, or
- they are in the care of the local authority and are receiving local authority support under section 23C or section 23CA of the Children Act 1989 or section 21 of the National Assistance Act 1948

Family members of EU citizens who do not have EU passports themselves can be eligible, please ask for clarification.

## **Remitted Fees**

Based on the current funding rules, those eligible for fee remission for funded courses are:

- students aged under 19 on 1st September on the year in which learning begins
- students enrolling for English and Maths courses up to and including Level 2 for individuals aged 19 or over who have not previously attained a GCSE grade A\*-C or grade 4 or higher, and/or
- first Full Level 2 Courses, where students are 19-23
- first Full Level 3 Courses where students are 19-23

Students on an accredited course may be entitled to full fee remission if:

- they receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only
- they receive Employment and Support Allowance (ESA) and are in the work-related activity group (WRAG)
- they receive Universal Credit, earn either less than 16 times the national minimum wage / national living wage a week or £330 a month (this is subject to change) and are determined by Jobcentre Plus as being in one of the following:
  - All Work-Related Requirements Group
  - Work Preparation Group
  - Work-Focused Interview Group
- Learners who are employed and in receipt of a low wage will be fully funded in accordance with the funding rules where the course is:
  - accredited; or
  - provision leading to accreditation (e.g. ESOL, Maths and IT, Preparation for Work and Study)

**A discretionary zero fee applies to Learning with Learning Difficulty or Disability (LLDD) courses taught at Waterloo Centre; where appropriate the College will be in receipt of higher fees for assessed Special Educational Needs and Disability (SEND) learners, primarily based at North Kensington and Chelsea.**

## **APPENDIX B – CONCESSIONARY RATE ENTITLEMENTS**

- The College aims to improve access to courses through the use of concessions, but reserves the right to exclude courses from concessions, or to limit the level of concession available on specific courses.
- The College reserves the right to not apply concessions in addition to courses that are already offered at a promotional or discount rate.
- Students on courses where concessions apply, and whose individual income is less than the annual London Living Wage, but who do not qualify for full remission, will be offered a concessionary rate. This will normally be a percentage of the published full fee as determined annually as part of the curriculum review and validation process.
- Staff (employees on the College's payroll) will receive 100% fee remission where the enrolment is a part of an agreed programme of staff development and has been approved in advance by the Chief Finance Officer.
- Where staff wish to take courses for personal enrichment outside normal working hours, subject to eligibility criteria staff and volunteers may access a discount on the quoted full fee. See the Staff Discount Procedure for further details.
- Students enrolling on a course from half-term or later for term-long courses, or from later than halfway through a course for other courses will be eligible for a 30% discount on the full fee.

## APPENDIX C –SUMMARY OF TUITION FEES FOR 2020/21

The fee rates set out below are agreed and updated annually by the Senior Leadership Team and reviewed by the Governing Body.

Standard rates are updated annually to reflect inflation. Standard rates form the basis for course fee rates, which may be varied by set percentages to reflect market conditions.

FEE CATEGORIES 2020-21			
<b>Community and Foundation Learning</b>			
<b>New Category</b>	<b>CATEGORY NAME</b>	<b>COURSES (examples)</b>	<b>Standard rate</b>
H2	ESOL, other accredited Essential Skills and Community based	All ESOL accredited/non-accredited courses	£3.61
H3	EFL	All EFL courses and some small group languages	£11.67
<b>Humanities and Applied Sciences</b>			
<b>New Category</b>	<b>CATEGORY NAME</b>	<b>COURSES (examples)</b>	<b>Standard rate</b>
H6	Complementary Health classes	All non-accredited comp. health courses	£9.10
H7	Complementary Health classes ext. accredited	Hypno etc.	£10.86
H9	Fitness classes and Counselling certificate	All non-accredited fitness classes, e.g. Yoga, Shiatsu, Pilates etc. and level 2 counselling c	£7.63
H10	Unaccredited Business		£12.86
H13	Accredited Business Courses		£5.76
<b>Music and Performing Arts</b>			
<b>New Category</b>	<b>CATEGORY NAME</b>	<b>COURSES (examples)</b>	<b>Standard rate</b>
M1	Music, standard group size	Instrument playing, singing, appreciation etc.	£8.33
M3	Music, large group size	Choirs, Ensembles etc.	£7.71
M4	Music, very large group size with accompanist	Choirs, Ensembles etc.	£4.78
M9	Drama	Acting, Theatre and Performance skills	£7.56
<b>Visual and Digital Arts</b>			
<b>New Category</b>	<b>CATEGORY NAME</b>	<b>COURSES (examples)</b>	<b>Standard rate</b>
V2	Art classes, studio based with model or technician	P&D, Sculpture etc.	£11.45
V8	Sculpture intensive		£17.43
V9	Fine Art Mentoring Course		£17.89
<b>Cross School Provision</b>			
<b>New Category</b>	<b>CATEGORY NAME</b>	<b>COURSES (examples)</b>	<b>Standard rate</b>
F1	SLDD; Maths and English	Courses in all Schools for SLDD e.g. Drama Music, Arts etc. Lit, Num, GCSEs	£0.00
F2	Humanities off-site; Art workshop, studio based, technician led; Unaccredited maths and IT	Walk London with us P&D, Sculpture, Jewellery, Ceramics, Textile, Print, Fashion, Photography etc.	£7.26
F3	Dance all; Drama professional training	All dance courses Master classes	£8.16
F4	Music and dance, standard group size with accompanist; Art classes, classroom based	Instrument playing, singing, appreciation etc. Art History	£9.12
F5	Languages, Humanities and Science; Music professional training; Art classes, studio based	All Languages and Humanities non-accredited courses Opera School, Opera Diploma etc. P&D, Sculpture, Jewellery, Ceramics, Textile, Print, Fashion, Photography etc.	£9.59
F6	Complementary Health CPD; Metal Sculpture	All non-accredited fitness classes, e.g. Yoga, Shiatsu, Pilates etc.	£14.03
F7	Non-funded accredited	International GCSE Human Biology	£4.21
C2	Level 2 accredited (non priority)	Counselling, C&G Dip Beauty, C&G Photography 1-2, (not E&M GCSEs)	£14.16
C3	Level 3 accredited - not loan funded	Textiles Foundation	£6.60
C4	Accredited - loan funded	Access, Art Foundation etc.	matrix
C5	Premium and short courses		£14.81
C6	Digital technology		£8.86
C7	Digital technology advanced		£12.33

## APPENDIX D: REFUNDS & COMPENSATION

The full impact of learning is achieved through course completion. However, when refunds are applicable, they will be applied as outlined below. In some circumstances the College may consider the payment of compensation, as outlined below.

### Refunds of course fees (excluding advanced learning or HE courses)

Refunds for courses are only granted in certain circumstances which are detailed below. Refunds will normally be issued by the Finance Department within 15 working days of the request being received by the College.

- **Student requests refund before start of the course:** Written notice of withdrawal (or by e-mail) must be received by the College at least 10 working days before the start of the course. The student will receive a refund of fees paid, less a cancellation fee in accordance with their course fees as shown in the table below.

Refund amount (course fee)	Student cancellation fee
Up to £200	£20
£201-£500	£30
Above £500	£50

- **Cancelled course:** If the College cancels a full course of study, the students will receive a full refund, usually within 15 working days. If the College cancels a course after two sessions have been completed, a pro rata refund will be offered based on the number of weeks cancelled as a share of the total course length. There will not be a student cancellation fee.
- **Cancelled session:** If a session cannot go ahead then the College will try to make up the lost session. If this is not possible, or a student is unable to attend the re-scheduled session, then the student will be entitled to claim a refund. Where the refund due amounts to £20 or more the College will automatically make the refund. Where the value of the refund is less than £20, students who wish to claim the refund should email the relevant school administrator (or apply in writing) after the course has finished, quoting the course code and date of the missed session(s). There will not be a student cancellation fee. Contact details for school administrators can be provided by student services or by emailing [enquiries@morleycollege.ac.uk](mailto:enquiries@morleycollege.ac.uk).
- Refunds will not be payable and extra sessions will not normally be provided if the cancellation is for reasons outside the direct control of the College (e.g. because of very bad weather conditions, industrial action, epidemic/global pandemic, security alert etc.). Students will normally be notified by telephone or email when a session is cancelled, where the student has provided up to date contact details. The College does not refund travel expenses incurred when a session is cancelled.

- **Student requests refund due to change in day or time of a course:** If the college makes a change to the day or time of the course before the course start date and the student is unable to attend due to the change, then a full refund will be issued. A pro-rata refund will be based on the number of sessions that have already been attended, if the change is made during the course. Students should submit a request on these grounds to the Departmental Administrator.
- Occasionally refunds may be given under exceptional circumstances, at the College's discretion, such as a disability-related or medical reason, jury service, etc.
- Morley reserves the right to change course tutors or venues from those advertised. Changes to the tutor or venue would not be considered a valid reason for a refund to be granted.
- For a refund request in response to a student complaint, the Student Complaints Procedure should be followed.

### **Academic Transfer**

Academic transfers are actioned where a student has started a course and a more suitable course is identified for academic reasons. This should be actioned within 14 calendar days of the course start date, but there may be exceptions based on academic progress.

If the fee is greater for the course being transferred into, the difference in cost must be paid by the student. A refund will be offered for the fee difference if course being transferred to is lower, within the conditions stated in this policy. The fee difference calculation will be based on the remaining weeks of the course from the transfer date.

Once the course has started, academic transfers based on the student's choice can only be actioned within 14 calendar days of starting the course, and only one course change will be permitted.

### **Employer-funded provision**

- Where an employer or other sponsor is funding a student's course fees, the above refund provisions will apply. Where e-vouchers are issued, these may be transferrable between employer-sponsored students.

### **Refunds for Advanced and Higher Learning provision**

- In the event that the College fails to deliver the agreed provision, or where there is evidence that the College has not followed an Awarding Organisation's policies and procedures, including appropriate registration, any self-funded fees will be repaid and student loans will not be activated. In April 2018, the funding and regulation of higher education was taken over by the Office for Students (OfS). The OfS require

a Student Protection Plan incorporating risks to continuation of study for the College's students, including compensation. For further information see the Student Protection Plan and the Higher Education and Advanced Learning Course Closure Policy. Students may access the Office of the Independent Adjudicator (OIA) at [www.oiahe.org.uk](http://www.oiahe.org.uk).

- Other compensatory remedies may be considered on a case by case basis such as payment of additional travel costs (for students affected by a change in location), commitments regarding bursaries, compensation for maintenance costs and lost time where continuation of study is not possible or students have to transfer. Claims for such compensation will be dealt with through the College's Student Complaints Procedure.
- Cancelled session: If a session cannot go ahead then the College will make up the lost session over the course of the year; no refund or partial refund will therefore be payable.
- If a loan-funded student withdraws from the course either before the start of the course or during the course, the College's attendance records will ensure that loan funding ceases - the College will notify the Student Loan Company of a Change of Circumstance and the student's loan balance would be adjusted accordingly. The College will not actively seek to recover the remaining course fees from the student.
- For all courses lasting a year or more, if a self-funded student who is paying their fees in staged payments withdraws from the course, the student will be liable for the accrued fee at the point of withdrawal. The College will not actively seek to recover the remaining course fees from the student.
- If a self-funded student requests a refund before the start of the course, a written notice of withdrawal must be received at least 10 working days before the start of the course. The Student will receive a refund of fees paid less a cancellation fee (£50 for fees in excess of £500).

## **APPENDIX E: STAGED PAYMENT AGREEMENT TERMS AND CONDITIONS**

### Eligibility

- A student who wishes to take up the staged payment option must apply at the time of enrolling on the course(s).
- Staged payment agreements are available to students where the total fee on enrolment is greater than or equal to £200.00.

### Collection of payment

- All payments will be collected directly from the payment card on the dates shown in the payment schedule.
- In the event that a payment is not collected successfully the student is required to make payment for all outstanding fees immediately. Should payment not be received within 14 days the college reserves the right to exclude the student until full payment of all amounts outstanding is received.
- The student will be liable for any charges incurred as a result of non-payment and the College reserves the right to add these charges to the balance owed.

### Cancellation

- The student will remain liable for all outstanding fees in the staged payment agreement except for any refund which has been approved by the College (refer to the Refund Policy for further information).