



# HE FEES POLICY 2025/26



## SIGNIFICANT CHANGES FOLLOWING REVIEW

PAGE NUMBER OR HEADING NAME	DETAILS OF SIGNIFICANT CHANGE	CHANGES MADE BY
Page 4	Equality Impact Assessment – responsible person updated	F Mugwanya
Page 6	Reference to updated to “Access and Participation Plan 2025-26”	F Mugwanya
Page 6	Link to website landing page for fees table payment schedule	F Mugwanya
Page 6	General principles – Section 3 rewritten for clarity	F Mugwanya
Page 7	Fee instalments summarised and clarified	F Mugwanya
Page 7	Fee payment default chase process clarified	F Mugwanya
Page 8	Employer sponsors conditions of payment clarified and contact email updated	F Mugwanya
Page 9	Refunds and fee liability for Withdrawals, transfers and intermissions re written for clarification	F Mugwanya
Page 9	Reference dates updated to academic year 2025-26	F Mugwanya
Page 9	Clarity of International students fee refund clarified	F Mugwanya
Page 11	Compensation policy re written for clarification	F Mugwanya
Page 12-13	Compensation examples updated	F Mugwanya

### Equality Impact Assessment

The aim of an equality impact assessment (EIA) is to consider the equality implications of any new or amended policy, procedure, practice, project, function on different groups of staff, students and visitors to the college. This EIA tool provides a simple framework that helps evaluate whether the change may inadvertently disadvantage protected characteristics and identify ways to proactively advance and promote equality.

You will need to consider each of the equations and provide information as to consideration and any changes made in relation to Equality, diversity and inclusion.

Date EIA completed.	30/10/24
Name of person responsible for completing the EIA	Zohayb Mohammed
Role of person responsible for completing the EIA	Group Vice Chief Executive Officer
Who is affected by the policy / decision / change	No stakeholder is affected by this
What's the reason for the new policy / change in policy, practice, process etc.	Annual update of policy

You will need to consider whether its possible that the proposed new policy / change in policy /procedure/practice etc could discriminate or unfairly discriminate or disadvantage people. You should consider:

Who gets to participate	Who does not, or who now does not due to the changes proposed / made.
Who is at an advantage	Who is at a disadvantage, and again has this changed?
Who will benefit	Who will not benefit (or who did and now doesn't due to the changes proposed in policy
Who can access the policy	Who cannot, or now cannot.

Protected Characteristic	What degree of impact does the change have (score 1-5 with 1 the lowest and 5 the highest)	What is a potential positive, neutral or negative impact? Include what you have considered. Are there any barriers?	What action will be taken to address any negative impact or remove any potential barriers identified? Note if we are not able to resolve anything identified.	Date by when and whom will this action be taken.
Age	1	No impact of any changes	No action required	N/A
Disability	1	No impact of any changes	No action required	N/A
Gender (Sex)	1	No impact of any changes	No action required	N/A
Gender Reassignment	1	No impact of any changes	No action required	N/A
Marriage or Civil Partnership	1	No impact of any changes	No action required	N/A
Pregnancy / Maternity	1	No impact of any changes	No action required	N/A
Race	1	No impact of any changes	No action required	N/A
Religion or Religious Belief	1	No impact of any changes	No action required	N/A
Sexual Orientation	1	No impact of any changes	No action required	N/A
Any other element that needs to be considered.	1	No specific areas that could affect those with protected characteristics adversely. This version of the policy has reviewed the upfront charges, as well as widening the access to payment by instalments, to remove restrictions around financing.	No action required	N/A
	1	No impact of any changes	No action required	N/A

**Note:**

1. The terms stated under protected characteristics are the terminology used in the Equality Act 2010.
2. As part of the policy approval process Executive Board will consider the EIA assessment and any potential barriers which we may not be able to overcome and whether the action proposed will mitigate sufficiently within legislation or whether we decide to not implement the new policy if the risk are significant. If the policy is approved the EIA is also approved.

## HE FEES POLICY

### 1. INTRODUCTION

- 1.1 This policy is approved by the Corporation of South Essex College and outlines the procedures for setting and managing tuition and other fees payable for undergraduate, graduate, and sub-degree courses.
- 1.2 In determining the Higher Education Fees Policy for 2025-26, the College aims to balance value for money for students with the financial sustainability of its programmes. It also seeks to promote broad access, student success, and progression.
- 1.3 This policy acknowledges students' rights as consumers under higher education guidelines and complies with the requirements of consumer protection laws and the Competition and Markets Authority (CMA). It addresses these rights through refunds and compensation policies detailed in Sections 9 and 10.
- 1.4 The fees outlined in this policy were established in the Access and Participation Plan 2025-26, aligning with prevailing requirements from the Office for Students (OfS). This alignment ensures compliance with OfS conditions of registration, specifically Conditions A1, C1, and E2, as outlined in [Regulatory framework for higher education in England - Office for Students](#)

This Higher Education Fees Policy will be available to applicants via the College's website and highlighted in applicant offer information. The accompanying supplements this Policy and provides additional detail on fees. [https://flowmedia.nyc3.digitaloceanspaces.com/SEC\\_DEV/uploads/document/file/976/Fees\\_Table\\_Payment\\_Schedule\\_2025-26\\_211024.pdf](https://flowmedia.nyc3.digitaloceanspaces.com/SEC_DEV/uploads/document/file/976/Fees_Table_Payment_Schedule_2025-26_211024.pdf)

### 2. OBJECTIVES

- 2.1 The objectives of this policy are to:
  - 2.1.1 Clearly outline the College's approach to tuition fees for its educational programmes.
  - 2.1.2 Briefly describe the financial support available to students in most need.
  - 2.1.3 Ensure compliance with legal and regulatory requirements, set by consumer protection laws, CMA, and OfS, including but not limited to fee liability, refunds, and compensation.
  - 2.1.4 Specify situations in which refunds or compensation may be applicable, with examples.

### 3. GENERAL PRINCIPLES

- 3.1. Learners or their sponsor (unless exempt) will be responsible for:
  - 3.1.1. Tuition fees.
  - 3.1.2. Awarding organisation fees (e.g., exam or registration fees, though other fees may apply in certain circumstances).
  - 3.1.3. Equipment and/or materials required to complete the course.
  - 3.1.4. Costs for any educational visits or trips that are part of the course.

#### 3.2. Tuition Fees and Payment

- 3.2.1 Tuition fees are typically annual. For example, a three-year program will require payment of a tuition fee each year. Fees may increase annually due to inflation, and quoted fees apply only to the current year unless otherwise specified.
- 3.2.2 Fees are payable at enrolment. If fees are being paid via an instalment plan, by a sponsor, or through the Student Loans Company, the necessary agreements or declarations must be completed before the program begins. This ensures that all payment arrangements are secured in advance, providing financial clarity and compliance with enrolment requirements.
- 3.2.3 Eligibility for funding is assessed at the start of a course and remains for its duration.

#### 4. FINANCIAL SUPPORT

- 4.1 The College offers a range of financial support for students associated with or classified as Fee Status 'Home,' including access to the Hardship Fund. Eligibility details are available from Student Services. [https://flowmedia.nyc3.digitaloceanspaces.com/SEC\\_DEV/uploads/document/file/976/Fees\\_Table\\_Payment\\_Schedule\\_2025-26\\_211024.pdf](https://flowmedia.nyc3.digitaloceanspaces.com/SEC_DEV/uploads/document/file/976/Fees_Table_Payment_Schedule_2025-26_211024.pdf)

#### 5. INSTALMENTS

- 5.1 For students funded by an SLC loan, the College receives payments in three instalments:

- October 2025: 25% of the annual tuition fee.
- February 2026: 25%.
- May 2026: 50%.

- 5.2. For self-sponsored students paying in instalments or via a sponsor, there are two options:-

Option 1: Payment in three instalments:

- October: 25% of the annual fee (except the first payment in the first year, due at enrolment).
- February: 25%.
- May: 50%.

Option 2: Monthly instalments

This is via the College's outsourced provider, Flexpay. Further information can be found at <https://flexpay.uk.com/flexplayplans/>

- 5.3. Where a student defaults on any of the instalment payments, the College will follow this chase process:

- 1 week after the due date: The Finance team will contact the student by email and phone.
- 2 weeks after: A second email will be sent.
- Persistent non-payment will result in contacting the course tutor, who will encourage the student to arrange payment with Finance.
- Students who miss payments and do not communicate with Finance will have access to College facilities (e.g., Library, Computing Services) blocked.
- A final letter warning of debt collection referral and potential credit impact will be sent.



5.4. Late payments incur a £25 fee. Students in financial difficulty should contact Finance or their tutor before the due date to explore alternative payment arrangements. Contact Finance at [Finance@southessex.ac.uk](mailto:Finance@southessex.ac.uk).

## 6. INTERNATIONAL STUDENTS

6.1 International students must pay a full deposit for one academic year (or the remaining course period, whichever is shorter) before an Unconditional Offer/CAS is issued. Tuition fees are due per the payment schedule available on the College website. [https://flowmedia.nyc3.digitaloceanspaces.com/SEC\\_DEV/uploads/document/file/976/Fees\\_Table\\_Payment\\_Schedule\\_2025-26\\_211024.pdf](https://flowmedia.nyc3.digitaloceanspaces.com/SEC_DEV/uploads/document/file/976/Fees_Table_Payment_Schedule_2025-26_211024.pdf)

- Non-payment by the agreed date will result in blocked access to facilities.
- Continued non-payment may lead to exclusion, which will be reported to sponsors and UK Visas and Immigration, which may affect the student's right to occupy the College arranged accommodation. Exclusion means they will no longer be students at South Essex College.
- Students will not be able to return to their studies or receive their award until they have paid all sums due as agreed by the College and subject to compliance with the UK Visa and Immigration Regulations.

6.2 Refunds on tuition deposits are only given for visa refusals, minus a £200 or 3% administration fee (whichever is greater)

## 7. EMPLOYER PAYMENTS

7.1 Employer-sponsored students must submit written acceptance of financial responsibility by the employer via:

- Email from a senior officer to [accountsreceivable@southessex.ac.uk](mailto:accountsreceivable@southessex.ac.uk) stating the name of the student(s) being sponsored and the period of the sponsorship
- A purchase order or letter signed by a senior officer submitted at enrolment.

7.2. Upon acceptance, the employer is liable for fees, but in case of non-payment, the student will be excluded from the program.

7.3. International students. Any employers must provide evidence that they are unable to pay the students fees in full before acceptance on a programme.

## 8. TUITION FEE SETTING

8.1 Fees for higher education are aligned with the *Access and Participation Plan 2025/26 as appropriate*.

## 9. NON PAYMENT CONSEQUENCES

9.1. A student's continued place on a programme is dependent upon the payment of fees.

9.2. Outstanding balances must be settled within four weeks of due date to avoid withdrawal.

9.3. Unpaid fees may be referred to a debt collection agency.

## 10. REFUNDS AND TUITION FEE LIABILITY (WITHDRAWALS, TRANSFERS AND INTERMISSION)

### 10.1.14-Day Withdrawal Period:

- If a student withdraws from the program within 14 days of enrolment, they are entitled to a full refund of any tuition fees and related program fees paid at enrolment.
- This refund will be issued to the party who made the payment.

### 10.2.Non-Refundable Items:

- College membership fees, as well as any equipment or materials purchased and used within the first 14 days, are not eligible for refunds.

### 10.3.Support for Withdrawals or Intermissions:

- The College acknowledges that students may need to withdraw or take an intermission from their studies and is committed to supporting students through these processes.
- This policy provides a clear refund timeframe while outlining non-refundable items and offering student support during withdrawal or intermission transitions.

### 10.4

Students who withdraw or intermit after Monday 13 <sup>th</sup> October 2025 and before Friday 12th December 2025	25% of fees payable
Students who withdraw or intermit after Thursday 8th January 2026 and before Thursday 26th March 2026	50% of fees payable
Students who withdraw after Monday 13th April 2026	100% of fees payable

### 10.5. International students:

International students are not eligible for a refund after they have enrolled on a programme.

Tuition deposits are not refundable unless a student visa is rejected. In such case, the College will refund the received tuition deposit less 5% of the annual tuition fees or £200 (Whichever is greater) as administration fees upon the receipt of original visa refusal letter.

### 10.6.Fee Liability Calculation:

Fees are calculated based on the earlier of either the student's withdrawal/intermission date or their last recorded attendance. Any excess fees will be refunded to the original payer. This is illustrated in Example 1.



Example 1

Student A enrolled onto her programme on 22nd September 2025, paying a tuition fee of £8,500 through a student loan from the Student Loans Company. On 15<sup>th</sup> December 2025, she confirmed in writing to the College her intention to withdraw from her programme. The College processed the withdrawal in February 2026 due to an unexpected delay, during which time it received a further instalment payment from the Student Loan Company to cover term 2 of her programme.

Student A's fee liability is 25% (i.e. £8,500 x 25% = £2,125). This fee payment (equalling 25% of the annual tuition fee) will not be returned to her.

Student A's tuition fee paid by the Student Loans Company to the College after 15<sup>th</sup> December 2025 to cover the next term will be repaid by the College to the Student Loans Company direct.

**10.7. Transfers Between Programmes:**

- **Transfer to a course with the same Tuition Fee:** No additional fee required if a student transfers to a program with the same tuition cost.
- **Transfer to a Course at a Higher Tuition Fee:** The student pays the fee difference for the remaining time on the new program.
- **Transfer to a Course at Lower Tuition Fee:** A prorated refund will be issued based on time spent in the higher-fee program.
- **Non-Refundable Items:** Membership fees, purchased equipment, and materials from the first program do not carry over and are non-refundable.

**10.8. Refunds for Non-Delivery of Teaching Due to Pandemic or Other Unforeseen Circumstances:**

- **Specific Activity Refunds:**
- **Full Refunds:** If a tuition fee portion is earmarked for a specific activity (e.g., overseas trips) that cannot be rescheduled or substituted, the College will issue a full refund for this fee.
- **Partial Refunds:** If the trip organizer is unable to refund any already-paid costs (such as a non-refundable deposit or discounted trip cost), the College may refund any remaining earmarked funds that have not been used or required for payment.

**Teaching and Learning refunds****1. Circumstances in Which Refunds Will Be Provided**

We are committed to delivering the services outlined in your course offer, including teaching, learning support, and access to facilities. If we fail to deliver these services in full or in part, we will offer a refund proportionate to the level of service not delivered. Refunds may apply in the following circumstances:

- **Significant disruption to teaching** (e.g., cancellations or unavailability of key modules).
- **Withdrawal of services or facilities** essential to your course.
- **Course discontinuation** without an adequate teach-out arrangement.

## 2. How Refunds Are Calculated

Refunds are determined based on the portion of services that were not delivered. For example:

- If 25% of teaching does not take place, you will be refunded 25% of your tuition fee.
- If 100% of teaching does not take place, you will be refunded the full tuition fee.

### Teaching Delivered Refund Amount with course costing £8000

100% (as planned)	£0 (no refund)
75%	£2,000 (25% refund)
50%	£4,000 (50% refund)
0%	£8,000 (full refund)

## 3. Exclusions

Refunds will not apply if:

- Students fail to engage with their course (e.g., non-attendance or withdrawal without notice).
- Disruption is beyond our reasonable control, but efforts are made to provide alternative arrangements (e.g., online delivery during a crisis).

## 4. Procedure for Refunds

Students who believe they are entitled to a refund must submit a written request to the college within 28 days of the disruption. Requests will be assessed fairly and transparently in line with this policy.

## 11. COMPENSATION

### 11.1 Programme 'Run-Off' Approach

The College's approach to programme closure is a "run-off" a programme. New student recruitment stops, but currently enrolled students are allowed to complete their studies. This includes students who may have intermitted (taken a break) but confirmed that they will be returning.

The College is committed to continuing these programs even if no longer financially viable due to low student numbers. No programmes have been identified where there is an increased risk of programme closure without 'run-off' being put in place.

### 11.2.Exception to Run-Off - Abrupt Closure

In rare cases where the College cannot maintain a program to completion, they will:

Collaborate with the relevant validating partner to issue transcripts and where appropriate exit awards for completed credits and seek to relocate the student, so they can complete their studies and achieve the intended qualification aim, at another HE provider.

### 11.3. Compensation for a discontinued Program and Transferring to an Alternative Provider

11.3.(a).In cases where students must transfer to a different Higher Education (HE) provider because the College cannot continue their program, the College will provide a compensation payment for affected students on unregulated fee programs (those not governed by the Office for Students or eligible for Student Loans Company financing).

This compensation covers:

**i) Tuition Fee Difference:**

The College will compensate the student for any additional cost if the tuition fees at the new institution are higher than the College's fees for the same program.

**ii) Additional Year Costs:**

The fee for any single academic year of additional study, if required as a condition of registration, by a different HE provider and a sum of £3,500 towards maintenance costs for this year of additional study.

**iii) Relocation Expenses:**

The College will reimburse up to £1,500 for relocation expenses, provided the student submits receipts.

Example 2

Student B completed 2 years of a 3 year HE programme at the College, paying £8,000 per year when the programme was closed. Student B secured a place at another HE provider for an equivalent programme and was allowed onto the 3<sup>rd</sup> year of study at that provider, resulting in no repetition of study and no relocation expenses since the other HE provider was within a reasonable commutable distance from his existing accommodation. However, the final year fee was £9,250.

Compensation:

**£2,500** (£9,250 - £8,000) x 1 year) (see 11.3.i))

Example 3

Student C completed 2 years of a 3 year HE programme at the College, paying £8,500 per year when the programme was closed. Student C secured a place at another HE provider for a different programme, but was required to start the programme from the beginning. The annual fee at the different HE provider was £9,000. The HE provider was a significant distance away from the student's current accommodation, resulting in Student C having to relocate.

Compensation:

**£12,500** (£9,000 + £3,500) see 11.3.(a)(ii) above)

**£1,500** (see 11.3.(a)(iii) above)

Total compensation = **£14,000**

11.3.(b) In the case of students on a programme with a government regulated fee (i.e. subject to an Access and Participation Plan / Access Agreement / financial regulation by the Office for Students / eligible for financing by Student Loans Company):

- i. Relocation expenses of up to £1,500 on the provision of receipts
- ii. The fee for any single academic year of additional study at, and required as a condition of registration, by the different HE provider and a sum of £3,500 towards maintenance costs for this year of additional study

**Example 4**

Student D completed 2 years of a 3 year HE programme at the College, paying £8,000 per year when the programme was closed. Student D secured a place at another HE provider for an equivalent programme and was allowed onto the final year of study, resulting in no repetition of study and no relocation expenses since the other HE provider was within a reasonable commutable distance from his existing accommodation. However, the final year fee was £9,250.

Compensation:

**£1,500** (see 11.3(b)above)

**Example 5**

Student E completed 2 years of a 3 year HE programme at the College, paying £8,000 per year when the programme was closed. Student E secured a place at another HE provider for a similar programme, but was required to repeat year 2 of study. Student E had to relocate and incurred relocation expenses, but was able to provide receipts to the College of these expenses, which totalled £3,000. However, the fee for the repeat of the second year was £9,000.

Compensation:

**£12,500** (£9,000 + £3,500) see 11.3.1(b)(ii) above)

**£1,500** (see 11.3.2(b)(i) above)

Total compensation = **£14,000**

11.4. In the event that another HE provider cannot be found that is acceptable to the student, the College would refund all tuition fees incurred to date and make a compensation payment which would take into account maintenance costs of up to £3,500 per year during the programme studied.

**Example 6**

Student F completed 2 years of a 3 year HE programme at the College, paying £8,000 per year when the programme was closed. Student F is unable to find another HE provider delivering the programme that is acceptable to her and so she decides not to transfer.

Compensation:

**£16,000** (£8,000 x 2 years) see 11.3.2 above)

**£7,000** (£3,500 x 2 years) see 11.3.2 above)

Total maximum compensation = **£23,000**

11.5. A student has the right to follow the Colleges Compliments and Complaints policy which is available from the Higher Education Policies and Procedures page on the website regarding the outcome of any compensation claim.



Senior Leadership Responsibility	Zohayb Mohammed
Policy Author	Florah Mugwanya
Roles Responsible for Reviewing	Executive Board
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