


Higher Education Fees Policy 2022/23

(including fee liability, refunds and
compensation)

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1. Introduction

- 1.1. This policy is approved by the Board of Governors of South Essex College and outlines the way in which tuition and other fees payable for undergraduate, graduate and sub-degree provision are set.
- 1.2. In setting the Higher Education Fees Policy for 2022-23 the College recognises the importance of value for money for students. This is balanced against ensuring that programmes are financially viable, while widening access, participation, student success and progression. In addition, students are treated as consumers in Higher Education (HE), underpinned by a student contract / terms and conditions and have rights under consumer protection laws and Competition and Markets Authority (CMA) requirements. This approach is reflected in the refunds and compensation elements of this Policy in sections 9 and 10 below. The fees noted in this policy were originally set in the Access and Participation Plan 2020/21 (which was published in 2020) and which were in line with the prevailing OfS requirements and approved accordingly.
- 1.3. Consequently, this fee policy is aligned to initial/ongoing conditions of registration with the OfS, in particular Conditions A1, C1 and E2, which can be found in the OfS publication entitled [Securing student success: Regulatory framework for higher education in England \(February 2018\)](#)
- 1.4. This Higher Education Fees Policy will be made available to applicants through the College's website and will be drawn to the attention of applicants as part of the offer information, as will the *Fees Table & Payment Schedule for Higher Education Programmes 2022-23*, which supplements this Policy.

2. Objectives

- 2.1 This policy is intended to:
 - 2.1.1 Set out the College's approach to the HE fees charged for the education that it offers.
 - 2.1.2 Briefly outline the financial support available to students who need it most.
 - 2.1.3 Ensure the College complies with legal and regulatory requirements set by consumer protection laws, CMA and OfS, including but not limited to outlining fee liability, refunds and compensation.
 - 2.1.4 Indicate, with examples, the situations in which refunds and/or compensation may be applicable.

3. General Principles

- 3.1 Students or their sponsor will, unless already included as part of the tuition fee, be charged or expected to pay:
- 3.1.1 for programme related trips
 - 3.1.3 The cost of equipment and/or materials that will be required for the completion of the programme. Any equipment purchased is the student's property and will remain so on completion of the programme.
- 3.2 All such charges are in addition to tuition fees and are therefore noted as additional costs on programme related marketing materials, which ensures that they are drawn to the prospective student's attention when researching or considering application to one of the College's HE programmes.
- 3.3 Tuition fees are generally payable annually. For example, a tuition fee will be payable for each year of a three-year programme. Tuition fees may be subject to annual inflation-related increases and any fees quoted relate to the current year only unless explicitly stated otherwise.
- 3.3. Fees are payable at enrolment. If fees are being paid by instalment, by a sponsor or Student Loans Company the relevant declarations must be in place prior to the commencement of the programme.
- 3.4. A student's eligibility for funding is assessed at initial enrolment onto a course. The assessed eligibility remains for the duration of the course.

4. Financial Support

- 4.1 The College offers a range of financial support to its students associated with or complementing the Hardship Fund for students classified as Fee Status 'Home', which has been increased for 2021/22 to take account of the likely impact of COVID-19, together with other factors. Details of the support available and the eligibility requirements are available from the Student Services team. See also *Fees Table & Payment Schedule for Higher Education Programmes 2022-23*.

5. Instalments

- 5.1 Where students finance their programme of study through a tuition fee loan from the Student Loans Company (SLC), the College receives payment of tuition fees in three instalments from SLC. The approximate timing and exact percentage are as follows:
- Annual instalments 1 & 2 (for 2022-23): this has been exceptionally received in October 2022, representing 50% of the annual tuition fee for the programme (25% (instalment 1) plus 25% (instalment 2)).¹
- Annual instalment 3: this is received in May, representing 50% of the annual tuition fee for the programme.

¹ This arrangement is subject to change in the future.

- 5.2 Where students or another party (such as their employer or sponsor) pays tuition fees by instalment, the approximate timing and exact percentage are as follows:

*Annual instalment 1: this is received in October, representing 25% of the annual tuition fee for the programme. The only exception to this is the first payment in year one of the programme, which is paid on enrolment.

*Annual instalment 2: this is received in February, representing 25% of the annual tuition fee for the programme.

*Annual instalment 3: this is received in May, representing 50% of the annual tuition fee for the programme.

*Subject to change from the Office of Students

Where a student defaults on any of the instalment payments, the outstanding sum is referred automatically to the College's third party debt collection company.

5.3 International Students

International students are required to pay full deposit of tuition fees for one academic year or for remaining course period (whichever is shorter) before any Unconditional Offer/CAS is issued, or enrolment is taken.

International students are required to pay tuition fees by the due date agreed in the payment schedule. Students who fail to pay by the dates in the schedule will have access to the College facilities such as the Library and Computing Services blocked. If a student continues not to pay after an agreed timeframe they can be excluded from the College. This means they will no longer be a student of South Essex College.

This information will be passed onto any sponsors and the UK Visas and Immigration which may affect the students right to occupy College arranged Accommodation.

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 Visas and Immigration regulations.

6. Employer payments

- 6.1 Where a student is sponsored by an Employer for their programme and the employer requires an invoice, written acceptance of responsibility is required. This can be
- a) an email to S2C@essexsharedservices.co.uk stating the name of the student(s) being sponsored and the period of the sponsorship
 - b) a purchase order submitted at enrolment
 - c) a letter from the employer submitted at enrolment

- 6.2 In the event that a student's tuition fees are to be paid by an employer, once any of the above acceptance of responsibility has been received, the employer remains ultimately liable for the course fees.
- 6.3 International students. Any employers must provide evidence that they are unable to pay the students fees in full before acceptance on a programme.

7. How fees are set

- 7.1 Higher education fees are set in line with the Access and Participation Plan 2020/21, as appropriate.
- 7.2 Continuing students will be subject to South Essex College's fee arrangements for their year of entry.

8. Non-payment of tuition fees

- 8.1 A student's continued place on a programme is dependent upon the payment of fees.
- 8.2 Any students with outstanding tuition fees due to the College will be required to settle the outstanding tuition fee balance within 4 weeks of the tuition fee payment becoming due. Failure to do so will activate the student withdrawal process.
- 8.3 Unpaid fees will be referred to a third-party debt collection company.

9. Refunds and Tuition Fee Liability (withdrawals, transfers and intermission)

- 9.1 Refunds will only be made to the individual or organisation who originally paid the tuition fee.
- 9.2 Where tuition fees (including any additional programme related fees) have been paid during enrolment and the student subsequently confirms in writing that they intend to withdraw from a programme within 14 days of enrolment (or if the last date of recorded attendance is within this 14 day period), a full tuition fee refund (including any additional programme related fees) will be made to the party paying the tuition fee.
- 9.3 College membership fees, equipment already purchased and material costs incurred during the first 14 days of the programme from enrolment are not refundable.
- 9.4 The College recognises that some students are not able to continue their studies and seeks to support them during the process of withdrawal or intermission. The following table outlines students' tuition fee liability for the academic year 2022-23:

Students who withdraw or intermit after Monday 10 th October 2022 and before Friday 16 th December 2022	25% of fees payable
Students who withdraw or intermit after Tuesday 3rd January 2023 and before Friday 31st March 2023	50% of fees payable
Students who withdraw after Monday 3rd April 2023	100% of fees payable

- 9.5 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.
- 9.6 Fee liability will be calculated on either the date of withdrawal/intermission or the last date of recorded attendance, whichever is earlier, with any fees surplus to this calculation being refunded to the party paying the fees. This is illustrated in example 1.

Example 1

Student A enrolled onto her programme on 5th October 2022, paying a tuition fee of £8,500 through a student loan from the Student Loans Company. On 18th December 2022, she confirmed in writing to the College her intention to withdraw from her programme. The College processed the withdrawal in February 2023 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 18th December 2022 to cover the next term will be repaid by the College to the Student Loans Company direct.

- 9.7 The following rules will be applied in the event that a student transfers between HE programmes at the College:
- 9.7.1 If a student transfers from a programme to a programme with the same tuition fee amount, no additional tuition fee will be charged.
- 9.7.2 If a student transfers from a programme to a programme with a higher tuition fee, the student will pay the difference in tuition fee between the new and old programme on a pro rata basis (i.e. from time of joining the new programme).

9.7.3 If a student transfers from a programme to a programme with a lower tuition fee, a tuition fee refund will be provided on a pro rata basis (i.e. for the period of time on the programme with the higher fee).

9.7.4 College membership fees, equipment already purchased and material costs incurred on the first programme are not refundable when transferring to another programme.

Refunds for non-delivery of teaching or learning as a result of COVID-19 related impact

9.8 The College will issue a full refund of any tuition fee element explicitly earmarked for specific activities that has not already been used, such as trips abroad, where these cannot be rescheduled or otherwise substituted. Where the trips organiser has refused to or is otherwise unable to refund the cost of the trips already paid for in advance, the College may issue a partial refund representing any part of the earmarked money for the said trip remaining to be paid or surplus left over (e.g. where only a non-refundable deposit has been paid for the said trip or the price of the trip has been discounted and this amount is less than the earmarked money for the trip).

9.9 Where more than 50% of scheduled delivery of teaching and learning, whether onsite or online, has not taken place during an academic year and has not been made up in addition to or through alternative delivery (e.g. increased online delivery where onsite delivery has not been possible or an alternative assessment in place of work-related learning), then a partial refund for the cost of teaching not provided or substituted will be calculated. This will range from a minimum refund of £100 to a maximum of £1,000 for a year group for an academic year.

9.10 Where more than 25%, but less than 50% of teaching and learning, whether onsite or online, has not taken place during an academic year and has not been made up in addition to or through alternative delivery (e.g. increased online delivery where onsite delivery has not been possible or an alternative assessment in place of work-related learning), then the College will at its discretion consider whether or not a partial refund is appropriate in the circumstances. If a partial refund is considered appropriate in the circumstances, then this will range from a minimum of £50 to a maximum of £500.

Paragraphs 9.8 and 9.9 do not affect students' statutory rights.

10. Compensation

10.1 The College's approach to programme closure is to 'run-off' a programme, while discontinuing new student recruitment. That is, students enrolled onto a programme are taught until the completion of their programme, including where students have intermitted during a programme and confirmed that they will be returning (in this case, a programme continues to run even where, in rare cases,

the programme is 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.

- 10.2 Notwithstanding this, in the very rare event that the College was not able to preserve the continuation of study (i.e. had to close a programme abruptly, as opposed to running it off), the College would work with its relevant validating partner to provide a transcript and where appropriate an exit award in relation to the credits passed and awarded, and seek to relocate the student, so they can complete their studies and achieve the intended qualification aim, at another HE provider.

10.2.1 If as a result of not being able to preserve continuation of study, students transfer to complete their studies at another HE provider, the College would provide a compensation payment that would cover the following:

- (a) In the case of students on a programme with an unregulated fee (i.e. not subject to financial regulation by the Office for Students / not eligible for financing by the Student Loans Company)²:
- i. The difference in tuition costs between the fee that would have been charged at the College during the programme and the fee at the different HE provider to complete the programme
 - ii. The fee for any single academic year of additional study at, and 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 of up to £1,500 on the provision of 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 3rd 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 2 years) (see 10.2.1(a)(i) above)

² Such programmes are not currently offered in the HE portfolio of undergraduate degrees, graduate qualifications and sub-degrees. However, if such programmes were offered, provision would be made, with a revision upwards to the financial security in place and outlined at paragraph 11.1 below) for refunds and compensation accordingly.

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 10.2.1(a)(ii) above)

£1,500 (see 10.2.1(a)(iii) above)

Total compensation = **£14,000**

(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 10.2.1(b)(i) 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 10.2.1(b)(ii) above)

£1,500 (see 10.2.1(b)(i) above)

Total compensation = **£14,000**

- 10.2.2 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 10.2.2 above)

£7,000 ((£3,500 x 2 years) see 10.2.2 above)

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

- 10.2.3 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.

11. Financial security

- 11.1 The College has cash reserves of £1 million for compensation and refunds due to not being able to preserve the continuation of study, which would be sufficient to provide refunds and compensation for current students the College has identified, in the event of increased risk of non-continuation of study.

The College will use all reasonable endeavours to deliver courses as advertised in the prospectuses, website and by other media. However, in certain circumstances it may be necessary for the College, at short notice, to withdraw certain courses or make variations to the courses offered. Variations or withdrawal may be necessary as a result of lack of demand, lack of key personnel, timetable considerations and change in Government policy, this list is not exhaustive. Where this is necessary the College does not accept liability for any loss of whatever nature caused as a result of such withdrawal and/or variation. (Subjected to change?)