

# HE Tuition Fee, Break in Learning and Refunds Procedure

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| <b>Procedure name:</b>      | HE Tuition Fee, Break In Learning and Refunds Procedure |
| <b>Procedure reference:</b> | Pro-HEF-JH  |
| <b>Created by:</b>          | Director of MIS   |
| <b>Approved by:</b>         | Deputy Principal – Finance and Resources                |
| <b>Date of last review:</b> | June 2021   |
| <b>Date of next review:</b> | June 2022   |
| <b>Revision number:</b>     | 4   |

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## 1 Purpose

The purpose of this procedure is to define the basis on which HE students will be charged for their tuition and examinations and to detail procedure for payment of fees.

## 2 Scope

This procedure applies to all students enrolled on HE courses provided by Warrington & Vale Royal College.

## 3 Responsibility

Overall responsibility for the implementation of this procedure lies with the Deputy Principal, Finance and Resources, supported by the Director of MIS.

## 4 Procedure

### 4.1 Fees and Payments

- 4.1.1 The college annually sets, publishes and charges tuition fees for all of its programmes.
- 4.1.2 Tuition fees are set out in course information on the college website and in enrolment and registration information.
- 4.1.3 Tuition fees relate to a single academic year only. Students undertaking courses of more than one year duration will be required to pay further fees at the start of each academic year. Tuition fees are set at the start of the student's course and will not increase for the duration of their course.
- 4.1.4 Students are personally responsible to ensure that the tuition fees for their course and any other charges for their studies are paid in each academic year of their programme. Where a third party, such as a sponsor or the Student Loans Company (SLC), is responsible for payment on a student's behalf, the student must ensure that they do so. If the third party fails to pay all or part of the tuition fee, the student remains responsible for the payment of any shortfall.
- 4.1.5 Tuition fees are payable at the start of each academic year/in accordance with an agreed payment plan. Students must contact the college's Finance office straight away if, for any reason, they are unable to make payment in line with their agreed payment plan. The Finance team will discuss payment option including any financial support that may apply.
- 4.1.6 Students must inform the college as soon as possible if there are any changes to their circumstances which impact their ability to continue with their programme, to pay their fees or their eligibility to receive funding.

### 4.2 Additional Fees

- 4.2.1 Tuition fees cover the teaching, learning & assessment on a programme. They do not include resource/materials costs associated with the programme, any additional fees for reassessment/referral, travelling expenses, library fees, field trip costs or other course costs; which will (if relevant) be set out in course information on the college website and in a student's offer letter and enrolment and registration information.



### 4.3 Payment of fees by Student Loans

- 4.3.1 For eligible students, the Student Loan Company (SLC) will provide a loan towards the cost of a student's programme. To be eligible for a HE loan, student's must be undertaking a prescribed HE qualification as specified in the following two statutory instruments:
- The Education (Prescribed Courses of Higher Education) (Wales) (Amendment) Regulations 1998 (SI 1998/1970).
  - The Education (Prescribed Courses of Higher Education) (Wales) Regulations 1993 (SI 1993/481).
- 4.3.2 Fees for full time and part time OfS students are set and collected by the college directly from the student or SLC.
- 4.3.3 Tuition Fee Loans are not paid back by the student until they have completed their study and their income is over the repayment threshold. Earnings thresholds for loan repayment are subject to change annually (on 6th April).
- 4.3.4 It is the student's responsibility to ensure they apply directly to the SLC for the appropriate fee amount and to provide the relevant evidence and loan agreements.
- 4.3.5 Students who do not have a fully approved loan by the SLC at the time of enrolment will be invoiced in full for any tuition fee due and will be liable for payment direct to the college until they provide written evidence of a tuition fee loan.
- 4.3.6 If the student starts the course and then withdraws before the loan is fully approved the student is responsible for the outstanding fee payments the college would have received from the SLC.
- 4.3.7 If the student withdraws or cancels their loan application with the SLC, but continues to attend, they are responsible for any payments the college would have received from the SLC.
- 4.3.8 Tuition fee loans do not cover additional fees and these remain the responsibility of the student.

### 4.4 Payment of fees by sponsors

- 4.4.1 The college considers a sponsor to be an employer or governing body
- 4.4.2 Sponsors may pay all or part of a student's fees on their behalf. Individual students must bring a purchase order, letter of authorisation (on letter headed stationery) or recognised training voucher, clearly authorised by the sponsor, with them to enrolment or enclose it with the confirmation form.
- 4.4.3 The college reserves the right to decline acceptance of a sponsor.
- 4.4.4 The college will invoice the sponsor or record the payment and complete the student's enrolment. Invoices to sponsors must be paid in full within 30 days of issue.
- 4.4.5 The college does not offer the facility for sponsors to pay by instalments. Sponsors must pay the full fee at the start of the course.

- 4.4.6 The student is responsible for any remaining fees and these should be paid directly or by payment arrangements on or before enrolment.
- 4.4.7 In the event that a sponsor withdraws support and stops paying fees on behalf of the student, the student becomes responsible for the payment of any outstanding tuition fees.

#### 4.5 Self-funding students

- 4.5.1 Students who pay their own tuition fees (or if someone, such as a parent, is paying the fees on their behalf) must set up a payment plan with the Admissions team at the time of enrolment prior to commencing their programme.

#### 4.6 College Employees

- 4.6.1 Tuition fees will be reduced by up to 50% for College staff, subject to approval by their Line Manager and the Director of Adults & HE.

#### 4.7 Student liability for fees

- 4.7.1 The tuition fee charge for the academic year will be based on the number of terms (or partial terms) attended as outlined in the charges and refunds table (4.7.2).
- 4.7.2 Students who withdraw from their course, or are interrupted or withdrawn from their programme by the College are liable for tuition fees and eligible for refund against their fees as per the charges and refunds table (4.7.2). This is also the case in the unlikely event that the college closes their programme in year.

##### 4.7.3 Table 1: Charges and Refunds

| September starts – liability points  | Amount Charged of total fee | Amount Refunded of total fee |
|--|-----------------------------|------------------------------|
| Withdrawals made within the first 2 weeks (14 days) of the start date of the course.           | 0%                          | 100%                         |
| Withdrawals made after the first 2 weeks (15 days) to the end of semester 1 - end of December. | 25%                         | 75%                          |
| Withdrawals made in semester 2 – January until the end of the Easter break.                    | 50%                         | 50%                          |
| Withdrawals made in semester 3 - after the Easter break.                                       | 100%                        | 0%                           |

- 4.7.4 If payment was made by a third party, for example a sponsor or the student loans company, any refund will be made directly to the third party. All refunds will be returned to the payee into the bank account that made the payment.

#### 4.8 Withdrawals

- 4.8.1 Students who wish to withdraw from their studies must inform the college in writing of their decision.
- 4.8.2 Students who withdraw from their studies are liable for fees as outlined in the Charges and Refunds table (4.7.2). The tuition fee will be calculated from the date on which the student notifies the college of their decision to withdraw.



4.8.3 Students are personally responsible for paying (or ensuring payment by their sponsor or SLC) for all tuition fees outstanding at the time they withdraw from their programme, as well as any other outstanding charges, for example outstanding library charges, if applicable.

4.8.4 For students in receipt of a student loan it is their responsibility to contact the SLC to advise them that they have withdrawn from their studies.

#### 4.9 Suspension of study (Break in Learning)

4.9.1 A break in learning is a serious step for any student so all requests are considered on an individual basis. The following are examples of circumstances which may be acceptable, this list is not definitive and even if a circumstance is listed, it does not mean that a request for a break in learning will be approved:

- Significant health or wellbeing issues of a student;
- Significant illness of a close family member;
- The death of a close family member or friend;
- Caring responsibilities;
- Extreme family or financial circumstances which have had a significant impact on a student;
- Jury service;
- Maternity or adoption leave;

4.9.2 Before a break in learning is agreed, careful consideration and advice must be given to the student in regards to any expected Awarding Organisation and/or college changes regarding the course specification and delivery which may impact on their return to learning and the length of break possible.

#### 4.9.3 Recording a Break in Learning

- The student must make a written request for a Break in Learning to their Programme Leader along with the reason for the request and the agreed return date. The maximum duration for a break in learning is one year. If the student fails to return within a year, the break in learning will be amended to a withdrawal.
- The HE Safeguarding & Inclusion Manager requests the Break in Learning on the Online Withdrawals Manager system.
- The break in learning is authorised by the Director of Quality & Curriculum: Adults & HE.
- MIS will process the Break in Learning request and update the student's record on EBS.

4.9.4 Tuition fee liabilities for a break in learning are listed in 4.7.3. The tuition fee will be calculated from the date on which the student notifies the college of their decision to suspend their studies. If a break in learning is approved, the student is put on hold until they return to continue their studies, suspending any costs/student loans. When the student returns, which could be the following academic year, they are enrolled and applicable tuition fees charged.

4.9.5 Refunds are not processed for students who suspend their studies and expect to return. Any remaining credit, from the point the student suspends their

programme will stay on the student's account and will count towards the fees to be charged once they resume their studies.

- 4.9.6 In the case that students repeat their studies on their return, it is at the discretion of the Director of Quality & Curriculum: Adults & HE, depending on the circumstances, as to whether they charge any increased tuition fee (if applicable) or the original fee on their return. On return, the student is liable for the full tuition fee amount remaining at the time of re-enrolment onto the course.
- 4.9.7 If a break in learning is agreed, the student remains responsible for any outstanding fees to the college, including payments not covered from the Student Loans Company.
- 4.9.8 If a student applies for a break in learning with no mitigating circumstances and therefore not approved, the student will be withdrawn and therefore liable for the tuition fees as stated in 4.7.3.
- 4.9.9 A break in learning or withdrawing affects tuition fee loan entitlement. Students can receive SLC funding. If a student takes a break in learning, this may use up a year's entitlement which may affect their eligibility for finance to complete their studies in the future.
- 4.9.10 A break in learning or withdrawing affects maintenance loans or grants. Students are only entitled to a maintenance loan for the time they are registered as an attending student. If a student takes a break in learning or withdraws from their studies, they will probably have to pay some money back to the Student Loans Company. The Student Loans Company will adjust the entitlement based on the student's last date of attendance and contact them if they have been overpaid.
- 4.9.11 For students in receipt of a student loan it is their responsibility to contact the SLC to advise them that they have suspended their studies.
- 4.9.12 If a student suspends their programme it is their responsibility to ensure they can secure funding from the SLC or their sponsor if they resume their studies before the point at which they suspended their original programme.

#### 4.10 Methods of Payment

- 4.10.1 Payment in full can be made by cash, cheque or debit/credit card.
- 4.10.2 Self-funded students can pay in instalments via a standing order providing an agreement is completed at the time of application/enrolment.
- 4.10.3 The duration of the course will determine maximum number of instalments over which fees can be paid. The full fee must be paid before the course is completed.

#### 4.11 Non-payment of fees

- 4.11.1 The college will take steps to recover any unpaid tuition fees and outstanding fees will be subject to debt recovery processes which may involve a third party organisation.



4.11.2 The college reserves the right to impose one or more of the following restrictions on any student for the non-payment of fees or failure to agree suitable terms of payment:

- Loss of access to College facilities and resources (e.g. computer and Learning Resource Centre).
- Removal from the course until outstanding debts are settled.
- Refusal of enrolment for the next academic year.
- Withholding of any award or qualification which would otherwise have been made to the student.

#### 4.12 The right to cancel

4.12.1 Students have a right to cancel their contract (and receive a refund of any fee payments already made) at any time up to and within fourteen calendar days of enrolment and registration. If the student cancels the contract in these circumstances, the college will reimburse any payments already received will make any refund by BACS bank transfer to the bank account that made the payment.

#### 4.13 Relocation and closure of programme

4.13.1 This covers the exceptional circumstance where the college transfers a programme to another campus or is not able to continue with a programme in-year. It does not apply to students who progress from HNC to HND, where the HND may be delivered at a different campus, as all students are enrolled on HNC programmes with a separate enrolment on the HND the following year.

4.13.2 This also applies to students in receipt of a loan from the SLC, those who pay their own tuition fees and those whose fees are paid by a sponsor.

4.13.3 Wherever possible, before transferring or closing programme, the college will consult with students and discuss measures to mitigate the impact of any in-year transfer. It may not be possible to do this in all cases, for example, in emergency situations. If a programme is transferred to another campus, students will be able to use the college shuttle bus free of charge. Should it not be reasonable to use the bus service, in the circumstances, the college will compensate students for reasonable additional travel costs incurred as a result of the transfer.

4.13.4 If a programme is closed, the college will consult with students before it is closed and will take all reasonable steps to ensure continuation of study. This will usually be by "teach out". Where this is not practical, the college will assist students in transferring to a different programme at the college or to another HE provider.

4.13.5 If, as a result of a programme closing, a student transfers to another provider in-year, the college will refund all tuition fees for the period of study from the point of transfer – see Charges and Refunds table (4.7.2). The college will provide compensation for reasonably incurred costs that cannot realistically be avoided. As each situation and student's circumstances will be different, it is not possible to specify in advance what compensation would be appropriate.

The college will endeavour to ensure that students are not out of pocket as a result of the transfer.

- 4.13.6 If a programme closes in-year and a student in receipt of a college bursary transfers to another provider, the college will honour the bursary for as long as the student continues on the replacement programme, subject to meeting the criteria for the bursary.
- 4.13.7 For students in receipt of a student loan it is their responsibility to contact the SLC to advise them that their course has closed or transferred.

## **5 Covid-19**

- 5.1 In the event that the college is forced to suspend classroom-based delivery due to an outbreak locally or nationally of Covid-19 or similar, teaching will continue temporarily online (via the programme's associated virtual learning environment) until such a time that classroom-based delivery can be safely resumed. Tuition fees will be unaffected whilst teaching, learning and assessment continues.
- 5.2 Students who face financial difficulties as a result of Covid-19 and are unable to pay their tuition fees should contact the college Finance department as soon as possible to discuss their options and the financial support that may be available.

## **6 Monitoring**

- 6.1 The College will report performance in relation to the collection of fee income against targets to SLT and the Corporation in the monthly Management Accounts.

## 7 Agreement to Pay



### AGREEMENT TO PAY FOR COURSE (HE PROGRAMMES)

|                     |  |               |  |
|---------------------|--|---------------|--|
| <b>Student Name</b> |  | <b>Ref No</b> |  |
|---------------------|--|---------------|--|

**It is important you read this document as it outlines your liability for fees and terms you agree to once enrolled.**

- I understand I become liable for the cost of the course fourteen working days prior to the start of the course.
- I understand refunds will not normally be given, although a credit note may be issued where considered appropriate; requests for refunds relating to exceptional, personal circumstances must be made in writing.
- I understand if I wish to withdraw, I will be entitled to a refund providing the request is received by the College in writing at least fourteen working days after the scheduled start date.
- I understand the college may be required to move teaching and learning online in the event of a pandemic or lockdown
- I understand the college will not offer refunds on courses in the event of teaching having to move online, however, students have a variety of options that they can explore if they are unable to work remotely. The college will ensure that teaching will resume face-to-face as soon as permitted and is committed to delivering the content of all courses.

**If paying by standing order you agree to:**

Pay for my course by monthly instalments as per the agreement set up at enrolment.

I understand that if I start my course and withdraw before the standing order is fully paid I am responsible for any future payments.

I understand that if I do not make payment of any standing order by its due date, then the agreement will be null and void and the total fee will become payable immediately.

**If funding a course with a Higher Education or Advanced Learning Loan you agree to:**

Pay for the course by taking out a loan from the Student Loans Company (SLC)

I understand that until my loan has been fully approved on the SLC portal I am personally responsible for payment of any outstanding fees. Please note, the first payment by SLC is made 2 weeks after the start date of the course.

I understand that if my loan application is not successful then I will be personally responsible for payment of fees.

I understand that if I start my course and withdraw before the loan is fully approved I am responsible for any payments the college would have received from the SLC.

I understand that if I withdraw or cancel my loan application with the SLC, but continue to attend college, then I am personally responsible for all payments to the college for my course, including those that would have been received from the SLC

|                          |  |             |  |
|--------------------------|--|-------------|--|
| <b>Student Signature</b> |  | <b>Date</b> |  |
|--------------------------|--|-------------|--|

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See College website for full enrolment terms & conditions: - <https://www.wvr.ac.uk/policies-procedures/>

- Tuition & Examination Fees & Appeals Procedure
- Higher Education, Tuition Fees, Break in Learning & Refunds Policy (This applies to our HNC/D and Education & Training Programmes only)