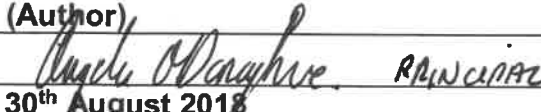


Higher Education Fee Policy 2018-19

(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 Fee Policy for 2018-19 the College recognises the importance of value for money for students and tax payers. This is balanced against ensuring that programmes are financially viable yet widen access, participation and student success. 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 Agreement 2018-19 (which was published in 2017) and which were in line with the prevailing HEFCE and OFFA requirements and approved accordingly. HEFCE and OFFA were subsumed into the Office for Students (OfS) on 1st April 2018.
- 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 Fee 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 2018-19*, 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 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.
 - 2.1.3 Indicate the ways in which the College assists in circumstances where the tuition fees charged may pose a barrier to entry for students.

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 bursaries and other financial support to its students. 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 2018-19*.

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 instalment 1: this is received in October, representing 25% of the annual tuition fee for the programme.

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.

- 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.

- 5.3 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.

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.

7. How fees are set

- 7.1 Higher education fees are set in line with the Access Agreement 2018/19. An extract from the agreement is shown below.

For undergraduate Home and European Union learners entering in 2018 onto the first year of undergraduate programmes delivered by the College and awarded by

the University of East Anglia and the University of Arts London, the College proposes to charge a tuition fee of £7500 except for the University of Arts London Costume Construction programme where the tuition fee is £9000. The estimated number of directly funded students who will be paying the fee of £7500 is 241. The estimated number paying £9000 is 57. The College additionally offers a range of full and part time HNC and HND programmes who have fees at £6,500 full time or £3,250 part time and so are not subject to the terms of this agreement. Fees may be subject to annual increases in line with the amount set by the Government. The tuition fee for students entering in 2019 onwards will be under review and confirmed in the 2019-20 Access Agreement.

- 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 2018-2019:

Students who withdraw or intermit after Thursday 18 th October 2018 and before Friday 21 st December 2018	25% of fees payable
Students who withdraw or intermit after Thursday 3 rd January 2019 and before Friday 22 nd March 2019	50% of fees payable
Students who withdraw after Monday 8 th April 2019	100% of fees payable

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

Example 1

Student A enrolled onto her programme on 2nd October 2018, paying a tuition fee of £7,500 through a student loan from the Student Loans Company. On 20th December 2018, she confirmed in writing to the College her intention to withdraw from her programme. The College processed the withdrawal in February 2019 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. £7,500 x 25% = £1,875). 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 20th December 2018 to cover the next term will be repaid by the College to the Student Loans Company direct.

- 9.6 The following rules will be applied in the event that a student transfers between HE programmes at the College:

- 9.6.1 If a student transfers from a programme to a programme with the same tuition fee amount, no additional tuition fee will be charged.
- 9.6.2 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).

- 9.6.3 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).
- 9.6.4 College membership fees, equipment already purchased and material costs incurred on the first programme are not refundable when transferring to another programme.

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)¹:
- 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.

¹ 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 2

Student B completed 2 years of a 3 year HE programme at the College, paying £7,500 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:

£3,500 ((£9,250 - £7,500) x 2 years) (see 10.2.1(a)(i) above)

Example 3

Student C completed 2 years of a 3 year HE programme at the College, paying £7,500 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 £8,500. The HE provider was a significant distance away from the student's current accommodation, resulting in Student C having to relocate.

Compensation:

£12,000 (£8,500 + £3,500) see 10.2.1(a)(ii) above)

£1,500 (see 10.2.1(a)(iii) above)

Total compensation = **£13,500**

- (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

11. Financial security

- 11.1 The College has cash reserves of £3m 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.