



# Calderdale College

## Tuition Fee & Refund Policy 2022/23

**AUTHOR:** Andrew Harris, Head of Finance

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## **TUITION FEES & REFUND POLICY 2022-23**

### **1 PURPOSE**

Fees are set to ensure that when public funding is taken into account the College is able to at least cover the full costs of each programme of study.

The Corporation is committed to a transparent fee structure that informs individuals and companies about the costs of study and examinations and also any exemptions to payment of fees.

### **2 SCOPE**

Calderdale College charges tuition fees in the following categories:

- Adult Education Budget co-funded courses.
- Learners aged over 19 starting on Level 3 and 4 (unless studying National Skills Level 3 courses).
- HE courses
- Learners Under 16 (fee charged to institution responsible for student)
- Apprenticeships
- Full cost/commercial courses
- Overseas learners

### **3 DETAILS OF POLICY**

1. To operate at all times in line with the guidance supplied by the relevant funding bodies e.g. to waive tuition and initial examination fees to all learners funded by the ESFA aged between 16-18 years of age who are following full or part-time courses.
2. To ensure that the learner is aware of the full annual and total cost of the course on enrolment. This will include tuition, materials, examination, registration and any relevant costs such as residential. Costs for trips, visits or other optional expenditure will be levied directly at the relevant point in the course when the student would be expected to pay for such.
3. No change to the policy is to disadvantage any individual learner part way through an agreed programme of study, e.g. where an ESFA funded course is for a period of two years, the tuition element of the fee in the second year, will not increase from that in the first year (inflation excepted) provided that the nature of the course has not materially altered.
4. To provide facilities for staged payment through direct debit arrangements where the total cost is in excess of £90.
5. To realise for the Corporation a fee income in pursuit of corporate objectives.
6. To ensure that fee levels are linked with the College policy on learner financial support/hardship.
7. To set fee levels that are market related in line with the College's mission and values.

8. Learners are ultimately liable for the payment of their tuition fees, whether invoiced or not, including where sponsorship agreements have been approved. The College will seek to recover fees directly from learners, where payment from other approved sources is not forthcoming.
9. The College reserves the right to pursue defaulters through the courts if deemed necessary and, where applicable, seek to recover any costs thus incurred.
10. No element of the policy is to change more than once a year except where significant changes in Government policy will impact on the delivery of a programme of study.

#### 4. Fee principles by category of learner

Category of learner	Fee (including exam fees)	Materials, educational visits or other fees such as PPE
14 – 16 year olds	By individual arrangement See appendix 2	Charged at course level
16 – 18 year olds	Free	Charged at course level for optional additional activities
FE 19+ learners who are fully funded	Free	Charged at course level for optional additional activities
FE 19+ learners who are co-funded*	50% of published weighted rate as per Find a Learning Aim (FALA) rate	Charged at course level for optional additional activities
FE learners who are funded via loans*	100% of published weighted rate as per Find a Learning Aim (FALA) rate	Charged at course level for optional additional activities
Apprentices	No charge to apprentices. Charge to employers made in line with national apprenticeship funding guidelines and agreed with each employer in advance.	19+ professional body fees (e.g. AAT) to be paid by the learner.
Learners on unfunded programmes	Fee charged – paid in full by the learner	Charged at course level
International learners	Fee charged – paid in full by the learner	Charged at course level
Community Learning	Fee charged – paid in full by the learner	Charged at course level

\* The College reserves the right to discount or reduce these fees, which will be authorised by SLT

## 5. Fees For Higher Education Courses

Course	Full or Part Time	No of Years	No of credits per year	2023/24 Start	2022/23 Start	2021/22 Returning	2020/21 Returning
HNC	Full	1	120	£7,950	£6,950	N/A	N/A
HNC	Part	2	60	£4,490	£3,990	£3,990	N/A
HNC to HND	Full	1	120	£7,950	£6,950	N/A	N/A
HNC to HND	Part	2	60	£4,490	£3,990	£3,990	N/A
HND	Full	2	120	£7,950	£6,950	£6,950	N/A
HND	Part	3	80	£5,870	£5,370	£5,370	£5,370
Foundation Degree	Full	2	120	£7,950	£6,950	£6,950	N/A
Foundation Degree	Part	3	80	£5,950	£5,370	£5,370	£5,370
Foundation Degree	Part	4	2 Years @ 80	£5,950	£5,370	£5,370	N/A
			2 Years @ 40	£2,975	£2,690	£2,690	N/A
BA Top Up	Full	1	120	£7,950	£7,950	N/A	N/A
BA Top Up	Part	2	60	£5,270	£5,270	£5,270	N/A
BA Top Up	Part	2	1 Year @ 80	£6,143	£6,143	£6,143	N/A
			1 Year @ 40	£3,070	£3,070	£3,070	N/A
BA Hons Education & Professional Dev	Part	2	90	£5,550	£5,550	£5,550	N/A
PGCE	Part	2		£3,850	£3,585	£3,585	N/A

### 5.1 Higher Education Learners Liability – September Start

Liability point	Start Date	End Date	Liability	Refund
Liability 0 (L0)	Date of enrolment	Within 14 days after date start Midnight	0%	100%
Liability 1 (L1)	30/09/2022	02/01/2023 Midnight	25%	75%
Liability 2 (L2)	03/01/2023	16/04/2023 Midnight	50%	50%
Liability 3 (L3)	17/04/2023		100%	0%

## 6 Fee Setting – Further Education

6.1 For the purposes of fee setting learners will be assigned to one of two main fee groups. A provisional assessment will be undertaken at the point their application is received, to determine whether for fee charging purposes they should be treated as either:

- (a) Home
- (b) International

6.2 If there is any uncertainty, further information may be requested from the learner to determine which group they should be assigned to, for fee charging purposes.

6.3 All materials and other fees are determined at course level and reviewed annually by the Executive Director Finance and Funding

6.4 The College retains the option to 'market price' courses when and where appropriate, at the discretion of the Senior Leadership Team.

### 6.4 Non Higher Education Learners Liability – any start

Liability point	Start Date	End Date	Liability	Refund
Liability 0 (L0)	Date of enrolment	Within 14 days after date start Midnight	0%	100%
Liability 1 (L1)	Date of enrolment	Within 25% of completion date of course	25%	75%
Liability 2 (L2)	Date of enrolment	Within 50% completion date of course	50%	50%
Liability 3 (L3)	Date of enrolment	After 50% duration of course	100%	0%

6.2 All fees payable to the College will be due at enrolment, except the balance for large trips costing more than £250.

## **7. Payment of Fees, Including Tuition, Materials and Other Fees.**

- 7.1 All fees payable to the College will be due at enrolment, except the balance for large trips costing more than £250.
- 7.2 Course Fees can be paid in one of the following ways:
- 7.2.1 During main enrolment fees can be paid by:
    - (i) bank card (to the enrolment team)
    - (ii) cash to the finance team
    - (iii) electronically via bank transfer
  - 7.2.2 After main enrolment, fees can only be paid by bank card, or electronically via bank transfer.
  - 7.2.3 No cash or cheques will be taken after main enrolment, except in exceptional circumstances as approved by the Head of Finance.
  - 7.2.4 Invoice to employer – a letter from the employer must be provided at enrolment which must be supplied on company letterhead.
  - 7.2.5 Instalments – provided that a direct debit is in place and a 20% deposit is paid on enrolment.
  - 7.2.6 Fees between £90 and £399 are paid in 4 further equal instalments.
  - 7.2.7 Fees over £400 are paid in up to 8 further equal instalments.
  - 7.2.8 Instalment plans are not available to overseas learners.
  - 7.2.9 The final instalment is to be made prior to the completion of the course.
  - 7.2.10 Learners must not have an outstanding balance from previous years or have previously defaulted on payment arrangements.
  - 7.2.11 Learners who withdraw from their programme remain liable for full fees until they formally withdraw and will be charged as described.
  - 7.2.12 Instalments will be collected on the last working day of each month. Any payments that are unsuccessful on the prescribed date of collection will still be collected, following a notice period of seven days from the original scheduled date. Where the College is unable to collect payment, the learner may be asked to leave their programme of study but will remain liable for payment of any outstanding fees.
  - 7.2.13 Instalment plans outside the above terms must be approved by the Head of Finance.
  - 7.2.14 All instalment plans must be completed prior to the completion of the course.

7.3 Places on a course are not confirmed until payment has been received.

## **8. Refunds**

8.1 All applications for refunds are to be made through the Finance Office on form FIN11.

8.1 If a course is cancelled due to low numbers, the College will aim to contact all enrolled learners at least 3 working days before the course is due to start. Refunds in full are automatically issued on cancelled courses.

8.2 If a learner withdraws from their course after starting, their fee is still due until they have formally withdrawn, following the protocol described earlier.

8.3 Refunds will only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee or other costs and will not be paid in cash.

8.4 If a learner is excluded or suspended through the Learner Disciplinary Policy a refund of fees will not be issued.

8.5 In the case of learners paying for their courses via an Advanced Learning Loan, any overpayments or duplicate payments made by Student Loans Company (SLC) will be returned to the SLC and not the student, as will any refunds made in relation to the course.

8.6 Higher Education learners are referred to the Refund and Compensation Policy (see Appendix 1)

## **9. Fees for exam resits**

9.1 Will be reviewed on an individual case basis.

## **9. Change in mode of study**

9.1 If a learner decides to change their course or mode of study (for example from part-time to full-time) their fees will be reviewed, and they may be required to pay a different fee. Please note, the College is obliged to report changes to external agencies, for example the UKVI for learners on Tier 4 visas, partner universities and the Learner Loans Company for Home/EU learners with loans. These external agencies have their own regulations which may limit the changes that can be made. This may include changes to:

- (a) Course
- (b) Mode of attendance
- (c) Length of study – increased by repeat years of study
- (d) Withdrawals, terminations, and exclusions

## **10. Appeals & Complaints**

- 10.1 Learners who consider this policy has not been correctly applied or who have a concern about the accuracy of the fee they are being charged, may bring an appeal under the College's Complaints procedure

## **11. Review of fee policy and charges**

- 11.1 The College will review the fee policy annually.

## **Appendix 1 Higher Education Students Refund and Compensation Policy**

### **1. Definitions**

- 1.1. This policy links to the College's Student Protection Plan and reflects the College and University Centre's commitment to the student experience and to supporting students to achieve their academic outcomes. A copy of the Student Protection Plan is available on the College website: <https://www.calderdale.ac.uk/about-us/student-handbooks-and-regulations/>.
- 1.2. This Refund and Compensation Policy provides that students may claim compensation from the College following completion of the complaints procedure, where the complaint is upheld. Or, more rarely, where there has been a material breach of contract.
- 1.3. There are a limited number of ways in which compensation may be given, including:
- 1.3.1. An apology or goodwill gesture;
  - 1.3.2. A repeat provision of service;
  - 1.3.3. A reduction in the amount of sums owed in future by the Student to the College;
  - 1.3.4. A full or partial refund of tuition fees, or the return of an amount of tuition fees to Student Finance England (SFE);
  - 1.3.5. A full or partial refund of expenses.
- 1.4. Where a complaint has been conducted in accordance with the published policy and not been upheld then a student may proceed with an appeal or further stages according to the published policy.

### **2. Scope**



- 2.1. The Policy applies to students enrolled on HE programmes at the University Centre.
- 2.2. Compensation will only be considered in the event that a student has made a complaint and that complaint has been upheld.
- 2.3. Where compensation does equate to payment then this will be in respect of a demonstrable and evidential loss having been suffered by the complainant.
- 2.4. In addition to the rights set out in this policy students also have additional statutory rights. The College's is a registered HE provider, regulated by the Office for Students (OfS) and complaints are dealt with according to the guidance issued by the Office of the Independent Adjudicator for Higher Education (OIA).

### **3. Details of policy**

- 3.1. The College considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at the College.
- 3.2. This Refund and Compensation Policy sets out the circumstances in which the College will refund tuition fees and other relevant costs to learners. The policy covers situations where the College is no longer able to preserve continuation of study for one or more students. The policy may also cover situations where there has been disruption to a course of study. The Student Protection Plan identifies such circumstances as being of very low risk. However, should such circumstances arise, this policy sets out how affected students may, following completion of the complaints procedure, claim a refund of fees and/or appropriate financial or other compensation.

The College is not liable for events outside of its control.

### **4. Compensation in the event the College is unable to preserve continuation of study**

- 4.1. In the event of the early closure of a HE course:
  - 4.1.1. The College will take all reasonable steps to find an alternative suitable provider of HE with an equivalent course onto which the student can transfer to continue to study. In this event, the remainder of any fees will need to be either paid or transferred to the new provider.
  - 4.1.2. Where no alternative suitable provider can be found, the remainder of any fees unpaid will not be due. However, any refunds will be decided depending on the specific circumstances of the course closure.
  - 4.1.3. Any bursary, hardship loan or grant, or other financial award that has already been paid to students will not need to be repaid to the College. Students adversely affected by an early closure will be designated a priority group to access financial support.

- 4.2. Section 3 of the Student Protection Plan identifies that, in the event that the College is unable to preserve continuation of study, there is no provision for:
- 4.2.1. the payment of additional travel costs for students affected by a change in the location of their course;
  - 4.2.2. compensation for maintenance costs and lost time where it is not possible to preserve continuation of study;
  - 4.2.3. compensation for tuition and maintenance costs where students have to transfer courses or provider.
- 4.3. However, should an affected student wish to apply for funding to support the transition to a new provider they would be considered a priority for access to the HE Hardship Fund.
- 4.4. Planned bursaries are funded through the additional income provided for under the OfS approved Access and Participation Plan and are subject to individual students meeting stipulated conditions at set points during the academic year. However, students affected by non-continuation of study will receive the full amount of bursary without the need to show that the stipulated conditions have been met.
- 4.5. The College will always aim to teach learners to the end of their programme even when a decision has been taken to close an academic programme and to cease admissions to it.
- 4.6. The College will ensure that its plan for dealing with the cessation of an academic programme of study includes appropriate provision for communicating with and compensating individuals who have accepted a place (but not yet commenced study) on the programme, to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different programme at the College or seek a suitable alternative.

## **5. Compensation Plans**

- 5.1. Where a complaint has been upheld and compensation is agreed, the College will put in place a compensation plan relevant to the circumstances of the complaint.
- 5.2. Any payments associated with a compensation plan may include appropriate provision for:
- 5.2.1. A reduction to, or waiver of, the amount of sums owed in future by the Student to the College;
  - 5.2.2. A full or partial refund of tuition fees, or the return of an amount of tuition fees to Student Finance England (SFE);
  - 5.2.3. A full or partial refund of expenses.

5.3. Relevant guidance published by the Office for Students (OfS) or the Office of the Independent Adjudicator for Higher Education (OIA) will be taken into account in preparing any such plans.

5.4. Factors the College will consider in assessing claims under this policy:

- (a) Whether the College had failed to deliver any specific undertakings or services that a student had been led to believe would be delivered;
- (b) Whether there had been a failure by the College to deliver according to what was agreed with the student at the point of acceptance of the offer;
- (c) Whether a period of prolonged disruption, without sufficient remedial action, undermined the ability of the College to offer guided learning in a manner that ensures students had a fair and reasonable opportunity to develop appropriate levels of understanding required for the course;
- (d) Whether there has there been a demonstrable loss to the student;
- (e) Whether the College followed its own processes in delivering the course;
- (f) Whether the student was affected in relation to a final qualification award, accreditation award or ability to take up a job offer;
- (g) Whether the student has taken reasonable action to minimise losses;
- (h) Whether the student took up any reasonable adjustments or arrangements that were implemented to mitigate against a loss and, if so, consideration about whether a student was still disadvantaged despite alternative arrangements;
- (i) Whether, if a complaint relates to disruption to a student's teaching and learning experience which is beyond their control, the College communicated with students adequately throughout the process.

## **Appendix 2 Learners Under 16**

### **1 Introduction**

1.1 The College currently aims to base fees for under-16s on what would have been around the Education and Skills Funding Agency (ESFA) LA national rate had the learner been eligible for ESFA funding.

### **2 Formulation of Cost**

2.1 The rates that the College intends to charge schools for learners studying at the college are as follows:

2.2 £12.00 per hour per student studying on all programmes (subject to a minimum of 12 learners in the class, therefore if there were only 8 learners at the start of the course the fee would rise to £18.00 per hour per student).

2.3 If learners leave part way through the year then the school/sponsoring body is responsible for continuing to pay the fees for that student to the end of the relevant course of learning. If a learner leaves during the first term then with the course leaders agreement it may be possible to substitute a new learner.

2.4 Transport and additional learning support are all to be paid over and above the tuition fee from the organisation that sends the learner.

### **3 Early College Transfer (ECT)**

3.1 The College aims to base fees for under-16s on ECT on what would have been around the ESFA/LA rate.

3.2 The fee per learner undertaking ECT in 2022/23 is to be £7,500 per annum.

3.3 The fee per learner undertaking ECT (vocational only) in 2022/23 is to be £3,750 per annum.

3.4 If learners leave part way through the year then the school/sponsoring body is responsible for continuing to pay the fees for that student to the end of the relevant term in which they left.