




exeter college

University Level (Higher Education)

Fees, Refunds and Compensation Policy 2019/20

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Consulted with: SLT
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1.0 Introduction

1.1 This Policy applies to all students enrolled on a University Level (Higher Education) programme of Study at Exeter College, including students studying for a:

- Higher National Certificate (HNC);
- Higher National Diploma (HND);
- Foundation Degree (FD); or
- BA (Ord) or BSc (Hons) Top Up programme.

All other students should refer to the College's Course Fees Policy, which is available on the College website here:

<http://www.exe-coll.ac.uk/College/About/Policies>

1.2 This Policy should be read in conjunction with the College's University Level (Higher Education) Student Contract (the Contract) and University Level (Higher Education) Student Protection Plan (the Plan) and in the event of any conflict between this policy and the Contract and/or Plan then the Contract shall take priority, then the Plan and then this Policy. Copies of all documents are available on the College website here:

<http://www.exe-coll.ac.uk/HE/Life/ImportantInfo>

1.3 For the avoidance of doubt students are not able to obtain redress under both the Plan and this Policy; in some instances you might be given a choice between accepting redress under either the Plan or the Policy in which case you will be able to opt to accept redress under only one of the Plan or this Policy but not both.

2.0 Responsibility, Review and Amendment

2.1 This Policy will be considered and reviewed annually by the Senior Leadership Team (SLT). The University Level (Higher Education) Fees, Refunds and Compensation Policy will be made available to current and prospective students via the College's website in the following locations:

<http://www.exe-coll.ac.uk/College/About/Policies>

<http://www.exe-coll.ac.uk/HE/Courses/Fees>

2.2 Following the annual review, the policy will be updated and amended as required. The College also reserves the right to amend this policy from time to time based on legal or regulatory change affecting students or the College, or best practice in the University Level (Higher Education) sector.

2.3 It shall be the responsibility of the Head of Higher Education (HoHE) and Head of Finance, Funding and MIS (HoFFM) to ensure that staff and students are made aware of the purpose and content of this policy and that it is correctly implemented.

3.0 Setting of Tuition Fees

3.1 University Level (Higher Education) tuition fees are set two years in advance and published a year in advance of the start of the academic year to which they apply. The tuition fees may be found on the College's website here:

<http://www.exe-coll.ac.uk/HE/Courses/Fees>

A guide is also published in the University Level Prospectus, however, the website should be regarded as the definitive sources of this information.

- 3.2 In the event of a planned tuition fee increase coming into effect after a student has enrolled on their programme of study or subsequent programme of study, then the College will honour the tuition fee applying at the point of enrolment until the student has completed their University Level (Higher Education) studies at the College. This includes students progressing directly from an HNC to an HND and from a FD to a BSc (Hons) Top Up programme.
- 3.3 Clause 3.2 above will not apply if a student leaves the College for a year or more after completing one programme of study before returning to complete another, such as an HND or Top Up programme. In such cases a student will be treated as a new student and liable for the tuition fees applying at that time.
- 3.4 The College is in receipt of a Gold Award under the Teaching Excellence and Outcomes for Students Framework for HE (TEF). This entitles providers to apply annual inflationary increases to tuition fees. The College does not intend to apply such increases in 2018/19, but may review its position in subsequent years, taking account of increases in the cost of provision.
- 3.5 The College will apply Government regulations to determine which tuition fee rate should apply to each student, with particular regard to whether a student be classified as a 'Home/EU Student' or an 'International Student'.

4.0 Payment of Tuition Fees

- 4.1 All students are expected to have checked their eligibility for a tuition loan from Student Finance England (SFE) and/or have the means to pay the tuition fees themselves before applying for a programme of study at the College. This includes checking whether:
- They have been in receipt of a tuition fee loan for a previously completed undergraduate programme at an equivalent level to that for which they are applying, which may render them ineligible for further funding; and
 - They have sufficient funding remaining to cover the duration of the programme applied for, if they have previously studied for, but not completed, part of a different undergraduate programme to that which have been applied for.
- 4.2 A student will not be able to enrol on a programme of study without either:
- Paying the full fee at the point of enrolment;
 - Paying a deposit and entering into a Direct Debit arrangement with the College for payment of the balance;
 - Demonstrating evidence of application to SFE for a tuition fee loan for the full amount of the fees;
 - Demonstrating evidence of application to SFE for a tuition fee for part of the fees and payment of the balance in full or entering into a Direct Debit arrangement with the College; or
 - Demonstrating evidence that the fees are to be paid in full or in part by an employer or other sponsor.
- 4.3 In the event of a student attending for enrolment but not presenting the evidence required, they will have up to four weeks to do so, in accordance with sections 5.4 and 6.4 below.
- 4.4 Students who elect not to take a loan or are ineligible for a loan will be required to pay their fees in full at the point of enrolment or by paying a deposit and entering into a Direct Debit arrangement with the College's Finance Department for payment of the balance.

- 4.5 Fees may be paid by credit or debit card, bank transfer, or cash. Instalment payments may only be made by setting up a Direct Debit agreement. Fees may be paid in person at the Finance Office or over the telephone on:
- 01392 4001341
- 4.6 The College does not offer any fee waivers or means tested bursaries towards the payment of tuition fees.
- 4.7 Any student who experiences financial difficulties during their programme of study may apply to the HE Department for a grant from the HE Access to Learning Fund. This is a hardship fund to help with living and studying costs only and cannot contribute to the payment of tuition fees. Further information can be requested via:

HEOffice@exe-coll.ac.uk

5.0 Relationship with Student Finance England

- 5.1 The SFE policies regarding the payment and repayment of tuition fee loans are independent of the College.
- 5.2 Students retain the responsibility for the payment of their tuition fees and all other monies owing to the College, regardless of any loan obtained from the SFE.
- 5.3 If tuition fees are to be paid by a tuition fee loan students must provide, at or before the time of enrolment, evidence to confirm this.
- 5.4 Students who have not provided evidence of a tuition fee loan within four weeks of the commencement of their programme of study, will be invoiced directly for their tuition fees and required to set up a Direct Debit arrangement with the College's Finance Department and start paying their fees by instalments. If a loan is subsequently approved by SFE, any monies due back to them will be refunded to the bank account given on the Direct Debit agreement.

6.0 Relationship with Employers or other Sponsors

- 6.1 Students whose programme of study is being wholly or partly funded by their employer or other external sponsor, may request that the College invoice their employer or other external sponsor direct for their tuition fees.
- 6.2 In such circumstances it is the employer or other sponsor's responsibility to ensure that the tuition fees are paid on time and they are responsible for the payment of all tuition fees up to the point at which the student withdraws from or completes their programme of study.
- 6.3 If tuition fees are to be paid by an employer or other sponsor the student must provide, at or before the time of enrolment, evidence to confirm the amount or proportion of tuition fees being paid. A completed Employer Form must subsequently be completed, signed by the student's Line Manager and returned to the College's Finance Department with a purchase order number for the required amount.
- 6.4 Students who have not provided evidence of employer or other sponsorship within four weeks of the commencement of their programme of study, will be invoiced directly for their tuition fee and required to set up a Direct Debit arrangement with the College's Finance Department and start paying their fees by instalments. If evidence is subsequently provided, any monies due back to them will be refunded to the bank account given on the Direct Debit agreement to the extent that tuition fees are payable by the employer or other sponsor.

7.0 Period of Liability

7.1 Transfers

7.1.1 Liability for fees for students transferring from or to another Higher Education Provider, or between programmes at the College will be determined on an individual basis.

7.2 Withdrawal and Interruption of Studies

7.2.1 Liability for fees will be determined according to the point at which a student formally withdraws or interrupts their studies, this being the date of the student's last registered attendance.

7.2.2 The following sliding scale of liability will apply for the 2019/20 academic year:

Date	Liability
On or before 7th October 2019	0%
8 th October 2019 to 20 st December 2019	25%
6 th January 2020 to 27 th March 2020	50%
14 th April 2020 to 26 June 2020	100%

7.2.3 If a student interrupts rather than withdraws from their programme of study for medical or other reasons beyond their control and returns within the following academic year, they will pay the tuition fee that applied at the time of their initial enrolment. Interruptions of more than one academic year will lead to students paying the tuition fee that applies to the cohort they are joining which may be higher than the fee payable at the time of their initial enrolment.

8.0 Non-Payment of Tuition Fees

8.1 Students retain ultimate responsibility for the payment of their tuition fees. If an employer or other sponsor is paying all or part of the tuition fees on behalf of a student they will be liable for this, however, the student must be aware of and have regard to the terms and conditions of any agreements they have entered into with their employer or other sponsor.

8.2 If a student or their employer or other sponsor does not pay their tuition fees in full and on time, and they have been given a reasonable period of time to resolve any issues preventing them from doing so, then the College will exercise its right to pursue any unpaid fees and this could result in the following action being taken:

- Being suspended or withdrawn from a programme of study;
- Not being allowed to re-enrol on subsequent years of a programme of study or progress to a new programme of study;
- Having an award withheld and graduation deferred;
- Referral to an external debt collection agency; and/or
- Legal action through the courts which may affect credit ratings.

8.3 If a student is suspended or withdrawn for non-payment, they will remain liable for all tuition fees up to that point in accordance with section 7.2.2 above.

8.4 Any debt collection, legal or court fees incurred in the pursuance of outstanding tuition fees may be added to the amount owed to the College.

8.5 If a student raises what the College considers to be a genuine dispute regarding an invoice for tuition fees and notifies the College of that dispute promptly after receiving an invoice, then until that dispute has been resolved, the College will not exercise its right to pursue the tuition fees and the student may continue on their programme of study.

9.0 Refunds and Compensation

9.1 Revision, suspension or discontinuation of a programmes of study by the College

9.1.1 The Contract and the Plan referred to in section 1.2 above state that, in exceptional circumstances, it may be necessary for the College to revise the content or delivery of programmes of study or discontinue or suspend programmes of study, often in circumstances outside its control.

9.1.2 In the event that under any of the scenarios identified in the Plan, or if for any other reason caused by the College's omission or default, a student or group of students are unable reasonably to continue their programme of study then they may be entitled to a refund of whole or part of their tuition fees and/or the payment of compensation.

9.1.3 In dealing with refunds and compensation relating to revisions, suspensions or discontinuations, the College will be guided by the principles applied to financial remedies by the Office of the Independent Adjudicator for HE (OIA), which may be viewed here:

<http://www.oiahe.org.uk/making-a-complaint-to-the-oia/guidance-for-students/the-oia's-approach-to-remedies-and-redress.aspx#fr>

9.1.4 The aim of any financial redress in such circumstances will be to return the student or group of students to the position they were in before they embarked on the programme of study, or affected part of a programme of study or if, their programme of study is disrupted, prior to that disruption. The refund of fees and payment of compensation will only be considered where other mitigating measures and remedies, as outlined in detail in the Plan, are not appropriate or do not sufficiently compensate the student(s).

9.1.5 Eligibility for refunds and/or compensation will be determined on a case by case basis and will take into account factors including (but not limited to):

- The scale and impact of the matters affecting the student or students;
- Travel or accommodation costs (e.g. where a student or students are having to relocate because the College has had to move their programme of study to an alternative location or to arrange transfer to another provider);
- Maintenance costs (e.g. childcare if a student or students' taught sessions have to be delivered at times outside the normal College teaching day/week);
- Any mitigation that has been put in place that a student or students may or may not have taken advantage of, including the provisions set out in the Plan;
- How much of a programme of study a student or students have completed; and
- What is considered reasonable in all of the circumstances.

9.1.6 Eligibility for refunds and/or compensation, and decisions on the amounts to be awarded, will be considered by the HoHE and HoFMM, in consultation with relevant Head of Faculty and the Assistant Principal with responsibility for Higher Education.

9.1.7 Where the whole or partial refund of fees is offered, these will be returned to the source from which it came. This will be the student, if self-funding, their employer or other sponsor if they have undertaken to pay the tuition fees, or the SFE, thereby reducing the student's loan repayment liability.

9.1.8 Where compensation is considered, this will be to cover a student's actual financial losses experienced or actual additional costs incurred as a result of the revision, suspension or discontinuation of a programme of study. In some cases, the College will establish set rates for compensation of accommodation or travel costs, which will be applied automatically to all affected students and will explain to the student or students how these have been calculated. In other cases, the College may ask a student or students to provide evidence of costs which have been incurred and for which they are seeking compensation.

9.1.9 In the event of an individual student or group of affected students being dissatisfied with the mitigating actions taken and/or offers refunds and compensation made by the College, then the student(s) may make a complaint following the College's University Level (Higher Education) Complaints and Appeals Procedure and associated forms. Copies of these documents are available on the College website here:

<http://www.exe-coll.ac.uk/HE/Life/ImportantInfo>

9.2 Student Dissatisfaction with a programme of study

9.2.1 Whilst it is unlikely given the policies and procedures in place to assure quality and maintain academic standards, occasionally the delivery or administration of programme of study or individual modules or units of a programme may not meet the high standards the College or its students expect.

9.2.2 The College reasonably expects that if a student or group of students is dissatisfied with any aspect of their programme of study that they raise it in a timely manner with the most appropriate member of academic or administrative staff, which may include the Module or Unit Leader, Programme Manager, Head of Faculty or Head of Higher Education. This will enable the College to seek an early resolution to the issues raised and mitigate any consequences in the interest of the student or students concerned.

9.2.3 If any early resolution is not possible, the student or group of students remain dissatisfied after attempts at early resolution, or the nature of the issue(s) raised is of a more significant nature, then the student(s) may make a complaint following the College's University Level (Higher Education) Complaints and Appeals Procedure and associated forms. Copies of these documents are available on the College website here:

<http://www.exe-coll.ac.uk/HE/Life/ImportantInfo>

9.2.4 If student or group of students' complaint or any aspects of that complaint are upheld, then the College may consider offering redress in the form of a whole or partial tuition fee refund and/or financial compensation.

9.2.5 In dealing with refunds and compensation relating to complaints the College will be guided by the principles applied to financial remedies by the OIA, which may be viewed here:

<http://www.oiahe.org.uk/making-a-complaint-to-the-oia/guidance-for-students/the-oia's-approach-to-remedies-and-redress.aspx#fr>

9.2.6 The aim of any financial redress will be to return the student or group of students to the position they were in before the issues complained of arose. The refund of fees and payment of compensation will only be considered where other mitigating measures and remedies are not appropriate or do not sufficiently compensate the student(s).

9.2.7 Where the whole or partial refund of fees is offered, these will be returned to the source from which it came. This will be the student, if self-funding, their employer or other sponsor if they have undertaken to pay the tuition fees, or the SFE, thereby reducing the student's loan repayment liability.

9.2.8 Where compensation is considered, this will be to cover a student’s actual financial losses experienced as a result of an act or omission affecting the delivery or administration. Students must, however, be able to prove financial loss by submitting appropriate documentary evidence.

9.3 Limit of Liability

9.3.1 The College does not accept any liability for any consequential or other economic loss (including loss of profits, loss of goodwill or loss of opportunity) resulting from any of the matters covered by this policy. Only foreseeable loss will be covered by the College.

9.3.2 This aspect of the policy does not cover instances where a student withdraws from or interrupts their programme of studies for personal reasons. No refunds for completed periods of study or compensation for associated costs are payable in such circumstances.

9.4 Provision for the payment of refunds and compensation

9.4.1 The College will make provision for the payment of tuition fee refunds and compensation to University Level (HE) students in the following ways:

- By setting aside sufficient cash reserves, based on a best estimate of risks and needs, to provide refunds and compensation to students who may be affected by the scenarios outlined in the Plan or any acts or omissions on behalf of the College in relation to the delivery and administration of programmes of study; and
- By putting in place insurance arrangements, based on a best estimate of risks and needs, to provide refunds and compensation to you and any other student who may be affected by the scenarios, outlined in the Plan or any acts or omissions on behalf of the College in relation to the delivery and administration of programmes of study, should cash reserves prove insufficient.

10.0 Implementation

Document Approved by: SLT	Date of Approval: September 2019
Review by: Higher Education Department	Review Date: June 2020
Date of Implementation: September 2019	FFM to support Implementation: September 2019

11.0 Equality Analysis

Please use the ‘equality analysis procedure’ to guide you to complete the text boxes below, expanding them as you wish. If this is a review and you have made changes - please add date and make any amendments if required.

28th August 2019

7.1. Is your policy equality- relevant? If yes, please list which groups of people will be affected by this policy.

If no people are affected by this policy it has no equality relevance and you should write no and you need not answer any more questions.

Any student who enrolls on a University Level (HE) programme of study at the College and who is pays a tuition fee for that programme of study, whether directly or indirectly, is affected by this policy.

7.2. How have you involved people from minority groups who may be affected by this policy? Describe any activities such as conversations, interviews, feedback.

The policy applies equally to all students affected. No groups have been selected for consultation.

7.3. What evidence have you considered? List any sources of data and research you have used. This can include college or national monitoring data, surveys, reports, consultations, focus groups, pilots, evaluations.

Requirements of the Office for Students (OfS), guidance provided by the OfS, policies developed by partner universities and other associated documents including the Student Contract and Student Protection Plan.

7.4. How will your policy fulfil the public sector duty by helping fight discrimination, advance equality of opportunity and foster good relations?

Characteristic	How does your policy help fulfil the public sector duty?
	By providing the transparency required with regard to University Level (HE) tuition fees, refunds and compensation by the students themselves as consumers, the OfS, OIA and CMA.
Age	All University Level (HE) students must pay tuition fees.
Disability	As above
Sex	As above
Pregnancy & Maternity	If a student needs to interrupt their programme of study for pregnancy or maternity reasons provision can be made for this in relation to liability for tuition fees and return to study.
Marriage and Civil Partnership	As above
Race	As above
Religion and belief	As above
Sexual Orientation	As above
Gender Reassignment	As above

7.5. Describe any potential adverse impacts that may arise as a result of the policy. If any are identified, you should also state what actions will be taken to mitigate that negative impact. If yes, do you need an action plan to carry this out?

There are no adverse effects arising from this policy. This policy aids the provision of transparent information and fair application of procedures for all University Level (HE) students.