



HE FEES AND COMPENSATION POLICY

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Appendix A – Collection of Fees following withdrawal

This Higher Education Tuition Fees Policy relates to all higher education programmes delivered at Riverside College.

1 General Principles

- 1.1 The College will set, publish and charge tuition fees for the full duration of the course and the level of tuition fees for the full duration of each course will be set and published in advance of the enrolment period. All tuition fees are review annually by the College in line with its published Access and Participation Plan.
- 1.2 All Higher Education students will be liable to pay a fee. Students wishing to apply for a Student Loan will be supported in their application.
- 1.3 The College will ensure that the Higher Education Tuition Fees Policy is operated consistently and fairly across all Higher Education provision offered by the College.
- 1.4 All students will be charged the published fee for their course. Should a student not complete their course or wish to suspend their studies for any reason (such as illness), it is the responsibility of the student to notify Student Finance England and seek from them guidance in relation to fees payable.
- 1.5 The College will ensure the prompt collection of fees.
- 1.6 Any bursary scheme run by the College will be subject to separate procedures than those outlined within this document.
- 1.7 When a student completes the enrolment process, they become liable for the payment of tuition fees. The College applies a policy of calculating non-completion charges where students are unable to complete the academic year and withdraw from or suspend their studies. Full information is provided in Appendix A.
- 1.8 Where exceptional circumstances force a student to withdraw from a course, which were unknown to the student at the point of enrolment, that student may request a review of the tuition fee charged, and the College may request such documentary and any other evidence as it shall reasonably require. The outcomes arising from this process will be informed after due consideration of the individual circumstances in question.
- 1.9 The College adopts a supportive approach to its students in relation to the collection of tuition fees. The College will take steps to obtain the payment of tuition fees and course specific charges and in doing so will provide assistance to students where reasonable to help them meet their financial obligations.
- 1.10 Where necessary and proportionate the College reserves the right to apply one or more of the following restrictions to any student who defaults or who has not made arrangements to pay that are satisfactory to the College. These restrictions may apply until the outstanding payment has been settled:
 - Withdrawal of access to College library and IT facilities
 - Termination of enrolment and withdrawal from the course
 - Denial of opportunity to sit a final exam
 - Refusal to re-enrol
 - Withholding of the final award certificate
 - Withholding of permission to attend graduation and award ceremonies

- 1.11 In deciding what steps to take in respect of tuition fees and course specific charges, the College will consider all the circumstances of each affected student's case.

2 Regulatory Considerations and Statutory Responsibilities

- 2.1 Competition and Markets Authority (CMA) Guidance.
- 2.2 Consumer Rights Act 2015 (CRA).
- 2.3 Higher Education and Research Act 2017 (HERA).
- 2.4 The QAA Quality Code.
- 2.5 Office for Students - Regulatory Framework.
- 2.6 Office of the Independent Adjudicator (OIA).

3 Payment of Fees

- 3.1 Where a sponsor /employer is paying on behalf of the student, the terms are due and payable upon date of invoice. Invoices are issued to employers and sponsors on receipt of a letter of authorisation. The student is liable for the fees until the College receives this letter.
- 3.2 If a student is paying their own fees or where funding is being provided through loan and has yet to be confirmed, the student will be sent an invoice in the first term which includes details of the fees charged, payment dates and details of how to make their payments. The student is responsible for making sure that the fee payments are made on or before the instalment dates. If the student considers that they should not have received an invoice or that the fees charged are incorrect, they should contact the Finance Office in the first instance.
- 3.3 If a student is paying their own fees, the student will be sent an invoice in the first term which includes details of the fees charged, payment dates and details of how to make the payments.
- 3.4 If a third party is paying a student's fees, they will be sent an invoice in the first term which includes details of the fees charged, payment dates and details of how to make the payments.
- 3.5 Where a student's course fees are paid through a Student Loan Company (SLC) loan and the student leaves the course after fees have been received by the College the student will remain liable to repay to the SLC the monies received by the College for that course.
- 3.6 Students who consider themselves to be in financial hardship can appeal in writing to a member of the Senior Management Team.
- 3.7 The College reserves the right to correct administrative errors and recover any shortfall in fees, within the published tuition fees list for the appropriate academic year.
- 3.8 The College reserves the right to adjust fees where it is felt to be necessary.
- 3.9 The College reserves the right to pursue and/or seek recovery of any outstanding tuition fees through the courts. The College also reserves the right to refer students' unpaid accounts to external agencies.

4 Course Specific Charges

4.1 **Materials**
The College cannot provide materials for craft courses. Students are expected to provide their own. ***Tutors are reminded that any joint purchasing initiatives by students, even if including the tutor, are private arrangements and must be represented as such to the students. Failure to comply with this may constitute a disciplinary offence.***

4.2 **Disclosure Barring Service**
Additional fees for application to the Disclosure Barring Service will need to be paid in the case of some courses. These courses are indicated in the College's Higher Education course guide.

4.3 **Visits**
Where possible, a contribution is required from all students for the cost of visits. This will be arranged by the Course Tutor.

4.4 None of the above attracts a waiver.

5 Course Closure/Discontinuation of Study

5.1 If, in the highly unlikely event that the College has to close a course or discontinue study, compensation arrangements for individuals and cohorts will be dealt with on a case by case basis.

5.2 Riverside College recognises that there is a range of potential scenarios that may require specific compensation arrangements for individuals or cohorts, depending on the circumstances of discontinued study.

Such arrangements may include (but are not limited to):

- the payment of additional travel costs for students affected by a change in the location of their course;
- commitments to honour student bursaries where students have to transfer courses or provider;
- compensation for maintenance costs and lost time where it is not possible to preserve continuation of study;
- compensation for tuition and maintenance costs where students have to transfer courses or provider

6 Refunds

6.1 The College reserves the right to close courses where the class numbers on enrolment fall below that which is viable to run the provision. Where the College has to cancel a course (normally within 3 weeks of the start date of the course), all fees will be refunded to student (or their sponsor). Clearly, if a satisfactory alternative has been found for the student, the fees will not be refunded. The appropriate College Manager will arrange this.

6.2 College policy allows a student a trial period to see if a course is suitable.

Course length	Refund policy
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10 or more weeks	If the student informs the tutor within 3 weeks of the start of the course that they are not continuing, tuition fees will be refunded in full.
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- 6.3 **In all cases the student must apply for the refund on the College's official refund form.**

Note that instalments are not a method of prolonging this trial period.

7 **Students who are not British Citizens (and British Citizens returning from living abroad)**

- 7.1 The Office for Students (OfS) will only normally fund provision for individuals who are considered to be "members of the home population of England or the EEA". Because the rules are complex, **all students who have not been living in England for the past three years** must be referred to the appropriate Senior Manager before enrolling. Particular care must be taken if the student is from a country not in the EEA.
- 7.2 Enrolment staff must take a photocopy of the evidence supplied if the student is eligible for OfS funding. This is normally a copy of the relevant pages of the student's passport plus any official letter. Students claiming to be spouse or civil partner to a British citizen should produce a copy of the marriage certificate.
- 7.3 Students who are not British Citizens and not eligible for OfS funding are referred to as "overseas students" and **no fee waiver or concession is allowed**. Annual fees for overseas students are shown in the table below:

Course normally funded by:	"Full Time" Programmes	"Part Time" Programmes
OfS	£9,600	£9,600 per FTE pro rata

Any queries should be directed to a member of the Senior Management Team.

This Higher Education Tuition Fees Policy is subject to amendment following any changes to Government funding policy

Appendix A

Collection of Fees following withdrawal

For a student payment fees by a student loan

1. Should a student withdraw¹ from their study, the proportion of the annual fee that the College will retain and for which the student would be liable for shall be charged on a pro-rata basis as detailed below:

Leaving date	Proportion of the annual fee retained
On or prior to the end of the autumn term	25%
On or prior to the end of the spring term	50%
Any point after the end of the spring term	100%

Note: The cut-off dates stated above match Student Loans Company payment dates.

For a student paying their own fees or having them paid by a sponsor

2. Should a student withdraw² from their study, the proportion of the annual fee that the College will retain shall be charged on a pro-rata basis as detailed below:

Leaving date	Proportion of the annual fee retained
On or prior to the end of the autumn term	25%
On or prior to the end of the spring term	50%
Any point after the end of the spring term	100%

¹ For the sake of clarity, the withdrawal date shall be taken as the last date of attendance as stated on the College's attendance register.

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