

# Fees Policy 2023/24

## Scope

1. The Instrument and Articles of Governance require that the Board of Governors set a policy by which the tuition and other fees payable to the College are determined, subject to any terms and conditions attached to grants, loans or other payments paid or made by Funding bodies.

## Setting fees

- 2. When setting fees, City of Bristol College will:
  - 2.1 comply with the terms of its funding agreements where they stipulate conditions regarding fees and charges;
  - 2.2 take note of the assumptions about contributions to fees and charges by students and employers made by the funding bodies;
  - 2.3 recognise the charges prevailing in the market place to ensure that prices are competitive this does not mean that prices will be the lowest but will represent good value in relation to the quality of the product;
  - 2.4 wherever possible, enable and facilitate students to access other funds available to contribute to the fees and charges of those students who would otherwise have difficulty in paying these costs.
- The College will, unless otherwise stated, include within its tuition fees the cost of consumable items and
  access to relevant study materials. Included within its fees is access to College Computers and Study Centre
  facilities including access to the internet relevant to their course of study, Careers advice and Welfare advice.
- 4. Tuition Fees shall not include, unless included within the student's grant funding or otherwise stated on a course by course basis, provision of course books and individual's study materials, exam re-sit costs, or retake costs for course modules. Fees do not include (and hence the College also expects students to pay separately for) non-essential activities, photocopying and computer printing costs, travel to and from College, meals and refreshments while at College, and the costs of educational trips and visits where these are not essential. Where an educational trip or visit is essential to the student's qualification, costs will not be charged separately and will be included in the student's tuition fee.
- 5. Students and other interested stakeholders such as parents and employers will be given clear information about fees and charges before the student has committed to the course.

# Student fee liability

- 6. When enrolling on a course all students shall be made aware of any fees due from them in respect of the course for which they are applying. Where student courses are fully funded by grant funding bodies the student shall have no liability for tuition fees, as long as accurate information has been provided by the student which is relevant to the fee concession received.
- 7. Where information provided to the College is inaccurate and as a result the student's enrolment does not attract grant funding, the College reserves the right to charge a fee.
- 8. Where a student enrolls on an ESFA accredited apprenticeship programme and where the student's employer is paying for course fees via the apprenticeship levy or by co-investment directly to the College, then the employer and not the student is liable for course fees due in respect of the course. These students are referred to as "Apprentices".



- 9. Where a student is not enrolled on an ESFA accredited apprenticeship programme and the student's employer is paying for course fees this is considered to be a "sponsorship agreement". Where a student has a sponsorship agreement the student retains ultimate liability for payment of their fees, whether invoiced or not. If the employer withdraws sponsorship or defaults on payment, the student is responsible for paying any outstanding fees.
- 10. Fees for Further Education courses lasting up to one academic year are due in full on enrolment. Fees for Higher Education courses are due in annual instalments payable in advance prior to the start of each academic year. Instalment plan agreements may be agreed if requested (see sections 20 to 25 below)
- 11. Students that have funding applications rejected or cancelled by Student Finance after they have started their course remain liable to pay their tuition fees.
- 12. Students that have funding applications for College Bursary funding (Discretionary Learner Support for tuition fees) rejected or cancelled by the College after they have started their course will be not be liable to pay their tuition fees if they then withdraw from the course as a result of this decision. Any student who continues with their course after they have been informed that their application has been declined will become liable for tuition fees in full.

# Fee payment

- 13. The College will advise and inform students on the current range of options available to support the funding of their course.
- 14. Course Fees must be paid in full at enrolment, or in the case of Higher Education courses prior to commencement of study for each academic year, unless one or more of the following conditions are met:
  - 14.1 Written confirmation of liability for fees has been supplied by the employer;
  - In the case of Apprenticeship programmes, evidence that fees will be paid by the employer from their apprenticeship service account or through an alternative payment plan has been provided;
  - 14.3 Evidence of student loan, Advanced Learner Loan, or career development loan funding is provided;;
  - 14.4 A direct debit agreement has been completed;
  - 14.5 Confirmation of acceptance of an application for Discretionary Learner Support is provided.
- 15. Full or partial contribution to fees can be paid by one or more of the methods below:
  - 15.1 Instalments by direct debit;
  - 15.2 Credit / debit card;
  - 15.3 Career development loan, Advanced Learner Loan (eligible FE courses) or Student Loan (eligible HE courses);
  - 15.4 Cheque (made payable to "City of Bristol College");
  - 15.5 Sterling Bankers draft;
  - 15.6 Cash (if no other payment method is available) cash must not be sent by post.
- 16. Dishonored or late payments may result in an administration charge to the student, exclusion from their course of study and certification of completion not being released.
- 17. If arrangements to pay tuition fees are not made by the student at the point of registration the College will subsequently make every effort to remind students that fees are due. However, these are reminders only and students are responsible for paying fees on time whether reminders are received or not.
- 18. If a student fails to makearrangements to pay fees they will be withdrawn from their course. Even though



they are no longer a student, they will still be liable to pay the tuition fees for the course.

#### Instalments

- 19. The College offers an instalment plan for Further Education and Higher Education courses where the total amount payable at the point of enrolment is £300 or more. Within the scheme there is an ability to pay up to 3 instalments (no administration charge will be applied). A Direct Debit mandate must be completed and signed by the student at the point of enrolment together with the initial instalment payment. This acts as acceptance of the College's payment terms and conditions. The final payment of the instalment agreement must be paid before the end date of the course.
- 20. The instalment scheme is not available for international students or for Students who have enrolled through the University of West England on courses delivered by the College and who are subject to UWE fee regulations.
- 21. The instalment plan follows the profile below:

Payment Number	Standard payment timetable	How much?
1	At enrolment	34% of the fee
2	1 month after start date	33% of the fee
3	2 months after start date	33% of the fee

- 22. In the event of a failed instalment payment or cancelled direct debit, the option of payment by instalment will cease and all outstanding fees will be due immediately. If a student knows in advance that a direct debit will fail it is essential that they contact the Finance office immediately in person or telephone to agree alternative arrangements for payment.
- 23. Students will receive written confirmation from the College of direct debit instalment dates and amounts at least ten days before the first payment is due. Reminders for individual instalments will not be sent.
- 24. On an exceptional basis, where extenuating circumstances have been demonstrated, Finance may approve an individual payment plan with a student. If the terms of an exceptional payment plan are not met, the payment plan ceases and any outstanding balance of fees will be due for immediate payment. Students experiencing financial difficulties should contact the Finance office as soon as they are aware of the problem.

## Employer fee liability and payment by employers/sponsors

- 25. Where employers/sponsors are sponsoring significant numbers of students, this may be the subject of separate negotiations and contract terms. Contract terms and variations must be agreed with the Executive Director of Finance and Funding before contracts are signed by the relevant authorised individual. These agreements are referred to as "significant contracts".
- 26. Unless the student is enrolled under a significant contract, an authority to invoice or letter confirming liability for fees and billing details must be supplied by the employer at the point of enrolment. Unless otherwise specified, employers are liable for fees on the same terms and conditions as for students.
- 27. In the case of ESFA accredited apprenticeship programmes, evidence must be also be supplied to confirm that fees will be paid by the employer from their apprenticeship service account or directly to the College if



under the co-investment model.

- 28. The College Finance Department, as part of the enrolment process, will raise invoices. Payment is due to the College 30 days from the date of invoice.
- 29. Where a student enrolls on an ESFA accredited apprenticeship programme and where the student's employer is paying for course fees via the apprenticeship levy or through co-investment directly to the College then the employer is liable for any fees due in respect of the programme. If an Apprentice withdraws or is withdrawn, amounts paid or due in respect of actual attendance on their course will not be refunded. Course fees due in respect of the remainder of the course will be waived in line with ESFA guidelines and the apprenticeship levy funding rules.

### **Student Loan Finance**

- 30. Students funding their course via Loan finance from funding bodies such as Student Finance or Advanced Learner Loan will be asked to provide evidence that their Loan Funding is in place to confirm their registration on their course. If confirmation of loan finance is not received by the College within 30 days of the commencement of the course, the fees will be invoiced and become payable by the student.
- 31. Students are responsible for ensuring that tuition fee loan support from Student Finance is arranged in a timely manner. The College will provide assistance and support to students regarding their loan applications where possible.
- 32. Students funding their learning through Advanced Learner Loans should be aware that, in the event that a student ceases to attend their course, the amounts due in respect of tuition fees shall cease to be paid by Student Finance to the College on behalf of the student. In the event that the student does not resume attendance of their course within an acceptable period the outstanding balance of tuition fees due to the College will normally become immediately payable by the student.

## Withdrawals and suspension

- 33. The College reserves the right to withdraw the student from the course where the student has missed a substantial or critical element of the course or in the case of gross misconduct.
- 34. If a student wishes to suspend or withdraw from his/her course during the period of study then they must notify the College in writing stating their reason for withdrawing. In the absence of formal notification of withdrawal the student's last date of attendance shall be deemed to be their withdrawal date.
- 35. The College is required to inform the UK Visa and Immigration Agency of the withdrawal of students in the UK under a Tier 4 visa. A decision to withdraw will have an impact on the College's sponsorship of a student and students are therefore recommended to seek advice from a Finance and Immigration advisor in these circumstances.
- 36. For students who fully withdraw during a period of suspension, their withdrawal date will be the date at which the temporary suspension began. Separate arrangements are in place for calculating fee liability for students needing to temporarily suspend their studies for reasons such as maternity or due to disability.



#### Refunds

- 37. Fees are non-refundable, except in the following circumstances:
  - 37.1 When the College has cancelled the course, in which case all fees paid will be refunded.
  - When a fee has been paid in advance of the course start date and the College has received formal notification from the student of withdrawal before the student's start date. Such refunds will normally be subject to a £40 administration fee.
  - 37.3 Where there are exceptional mitigating circumstances the Head of department should consider the circumstances, and present a recommendation to the Executive Director of Finance and Funding for approval.
  - 37.4 Where the student has withdrawn for medical reasons, supported by a Doctors note.
  - 37.5 When the enrolment is concluded off College premises or by means of distance communication (i.e. online) and the student cancels within the 14 day cooling-off period. This is applicable to Further and Higher Education students. Students starting their course during the cooling-off period and who provide notice of withdrawal before the end of the cooling off period will be liable to pay a proportion (up to two weeks) of course tuition fees upon withdrawal. Such refunds will be subject to a £40 administration fee.
- 38. The College will endeavor to make all refunds due within 14 days of authorisation of the refund. Refunds will be made to the person who paid for the course where this is different from the person who attended the course.

## Fee liability reduction/waivers and transfers

- 39. There is no fee reduction or waiver in respect of tuition fees for Further Education courses other than those in section 37.
- 40. The following fee liability reductions apply to all students undertaking Higher Education Courses other than students who have enrolled through the University of West England on courses delivered by the College which are subject to UWE regulations. These regulations are available online. Students on Foundation degree courses will be subject to the College Fees Policy.
- 41. Any request for a refund or reduced liability of tuition fees will be calculated from the last date of attendance. The following reductions shall apply in respect of each year's tuition fee:

Higher Education students who withdraw:	Liability
Within the first two weeks from the start date of their course (this includes induction week):	will not be liable for tuition fees and will receive a refund of any contribution to fees paid, less an administration fee of £40.
After the first two weeks but before the end of the first term:	liable for 25% of the annual tuition fee
Before the end of the second term:	liable for 50% of the annual tuition fee
During the third term:	liable for 100% of the annual tuition fee

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## Non payment

- 42. Students retain ultimate responsibility for the payment of their fees and all other monies owing to the College regardless of sponsorship agreements or student loan funding arrangements.
- 43. If a student is having problems paying tuition fees or any other monies owing, it is essential that the student contacts the Finance office as soon as possible to discuss any alternatives.
- 44. Should a student default on, or miss an instalment payment the College will view this seriously. The College may suspend any student who fails to pay the College fees within 28 days following the date on which they became due until payment is made in full. If the monies due to the College are not paid within 28 days following the commencement of suspension the College will be entitled to withdraw the student and to terminate the student's course of study.
- 45. Students may be required to attend an interview with their Head of Department (or their nominated representative). The Head of Department (or their nominated representative) will make any decision about suspension or withdrawal of the student by the College after the interview. If a student fails to attend any interview a decision may be made in the students' absence. Please note; even if a student is withdrawn from their course due to non-payment and is no longer a student, the student will still need to pay outstanding fees.
- 46. If the payment of outstanding fees is made within a reasonable timescale, and providing that the student has not missed any substantial or critical element of the course they may be permitted to resume studies.
- 47. Students with outstanding academic fee debt may, until all outstanding monies have been paid:
  - 47.1 not be permitted to re-register for new courses or to continue their course;
  - 47.2 not be entered for assessment or examinations pertaining to the course;
  - 47.3 not be permitted to attend the Awards Ceremony;
  - 47.4 not be issued with any academic references.
- 48. The College will refer unpaid amounts to an external agency to pursue payment. Any additional costs incurred by the College in the collection of the debt will be the liability of the student and will be added to the debt.

# **Complaints and appeals**

- 49. If a student is dissatisfied with their course or learning experience whilst at the College these circumstances would be subject to the College's complaint procedure and a formal written complaint needs to be submitted via the complaints process. If, as a result of a complaint, the College is found after investigations to be in default of its obligations, a refund (full or partial) may be considered in circumstances where the College cannot offer a fix or repeat the service. In such circumstances, the decision to refund will require the approval of a member of the Strategic Leadership Team.
- 50. Students who are satisfied with their course but contest their fee liability should contact the Finance office. Existing or prospective students that wish to make a complaint about the way the policy has been followed should follow the College Complaints procedure which can be found on the College website.

Review frequency: Annually

**Approved:** Corporation Board July 2023

Next review date: June 2024 Lead officer: Finance Manager

Executive lead: Executive Director of Finance and Funding