



## **Fees Policy 2020 / 2021**

### **Policy Objectives**

The purpose of this policy is to provide a framework within which the College's fee setting and fee refund processes are devised and operated. The policy also sets a framework for ensuring that comprehensive guidance and information regarding fees is available and accessible to (prospective) students, staff and Governors.

### **Approval of College Fees Policy**

The College Fees Policy and any subsequent amendments to this policy will require the approval of the Corporate Services Committee and / or the Governing Body. The Fees Policy will be reviewed annually and any changes recommended will be referred for approval to the College Senior Leadership Team (SLT) and the Corporate Services Committee.

### **The College's Fee Setting Processes**

#### **1 Funded courses**

Fees for funded courses will, in general, be set annually, in line with guidance from the relevant Funding Agency. Fee levels will be approved by the College Senior Leadership Team annually prior to publication.

#### **2 Fees for Level 3 / 4 Loans**

Fees for courses available for 19+ Level 3 / 4 Loans will, in general, be set annually, in line with guidance from the relevant Funding Agency. Fee levels will be approved by the College Senior Leadership Team annually prior to publication.

#### **3 Commercial (full cost), Overseas (non EU) and enhanced fee courses**

Fees for commercial (full cost) and enhanced fee work will be set in accordance with the College's Full Cost Pricing tool.

#### **4 University Programmes of Study with Middlesbrough College**

Fees for higher education courses validated by partner HEI's will be set annually and approved by the College Senior Leadership Team. All students are liable to pay tuition fees. Please refer to pages 7 to 8 for detailed policy information and guidelines.

#### **5 European Funding and Other Grant Funds**

The College regularly bids for funds and grants which can be funded by the European Social Fund (ESF) or national and local Government departments. Programmes to be delivered within scope of these funds are usually free to the learner and have set criteria to be met.

#### **6 Fees waived**

Any categories of fees waived by the College that are over and above funding body fee remission categories will be reviewed annually by the College Senior Leadership Team and proposed changes will require the approval of the Corporate Services Committee.

### **Guidance on Fees**

Details of all course fees will be published on the College Website [www.mbro.ac.uk](http://www.mbro.ac.uk) and / or in the College's printed course guides. The College will ensure that all interested parties have access to clear information about fees.

The College will incorporate relevant information into a Fees Guidance publication for students and staff. This guidance will be reviewed and updated annually and referred to the College Senior Leadership Team for approval prior to publication.

The guidance document shall include information on:

- How fees are set.
- Where to find information about course fees.
- The different elements which make up the total cost of a programme of study.
- Whether students will have to pay the fees for their programme of study.
- Where to obtain information about eligibility for financial help with course fees.
- When and how College fees are payable.
- The College's policy with regard to the refund or waiver of fees.

## Payment of Fees (non Higher Education / University programmes)

In general all fees are payable in full at the point of enrolment. However, the College offers a payment instalment plan collected in equal monthly instalments between the date of enrolment and one month before the end of the course. (Please refer to page 7 for payment of Higher Education / University programmes).

Payment instalment plans can be used only for tuition fees in excess of £100 and all other associated fees (e.g. Registration, exam fees) must be paid in full at enrolment.

Students whose employers have agreed to pay their fees must produce a letter from their employer, at the time of enrolment, confirming that the employer will cover the full costs of the course.

Where the fees are to be covered by an Advanced Learner Loan the student must ensure that they have applied for a loan in accordance with the table below.

Where the fees are to be covered by a higher education tuition fee loan, the student must ensure that they have applied for a loan in accordance with the table below.

### **Non Payment**

Where the College exhausts all avenues to secure fees due, any learners still on course will be withdrawn.

The timeline for varying learner scenarios to settle fees are as follows:

<b>Arranging Payment Plans</b>	
<b>Course duration</b>	<b>Deadline for arranging payment plan</b>
All courses	On enrolment.
All courses	Final deadline - 14 days from course commencement.
<p>The learner agrees to pay their fee by instalments and payment details are set up in the system. A copy of the instalment plan is issued to the learner for their records.</p> <p><b>Failure to provide details for the payment plan to be set up will revert to fees being fully invoiced for settlement in full.</b></p> <p><b>The timeline on invoiced fees is then applicable.</b></p>	

<b>Invoiced Fees</b>	
<b>Course duration</b>	<b>Deadline for fee payment</b>
<6 weeks	On enrolment.
6 weeks to 12 weeks	14 days from date of invoice.
12 weeks to 24 weeks	21 days from date of invoice.
>24 weeks	28 days from date of invoice.
<p>The learner is asked to remit fees at enrolment and if not able to is invoiced for settlement in full.</p> <p><b>Failure to settle fees will result in withdrawal.</b></p>	

<b>Advanced Learner Loan Applications (Level 3 and 4)</b>	
<b>Course duration</b>	<b>Deadline for loan application</b>
Less than 20 weeks	By end of week 3 of course.
More than 20 weeks	By end of week 5 of course.
<p>The learner must commit to apply for their loan facility within the timetable set out above. Failure to meet the timetable will result in withdrawal where no other means of payment are made.</p> <p><b>Failure to apply for their loan by the timeline set will revert to fees being fully invoiced for settlement in full. The timeline on invoiced fees is then applicable.</b></p>	

<b>Tuition Fee Loan Applications (Higher Education courses)</b>	
<b>Course duration</b>	<b>Deadline for loan application</b>
More than 20 weeks	Upon enrolment
<p>The learner must commit to apply for their loan facility at the point of enrolment. Failure to meet the requirement will result in entry being denied. Proof of ability to settle fees in full is a condition of entry.</p>	

<b>Apprenticeship Programmes – Employer Contributions</b>	
<b>Employer contribution</b>	<b>Deadline for employer contribution</b>
Less than £1,000	Payment in full at start date.
More than £1,000, course duration less than 24 months	Payment in full at start date (maximum of 3 instalments over 3 months with prior agreement).
More than £1,000, course duration more than 24 months	Payments split equally over length of programme with first payment due upon start date, following annual anniversary thereafter.
More than £1,000 - residential apprenticeship	Phase 1 (residential) Payments split into equal monthly payments covering cost of the residential provision over the duration of that part of the programme. Phase 2 (on site) – Payments split into equal monthly payments in line with agreed services provided.
<p>The employer must commit to fund their element of the contribution prior to the learner start date. The terms of the Service Level Agreement between the employer and Northern Skills Group / Middlesbrough College/TTE for the provision of apprenticeship training will apply.</p> <p><b>Contributions due will be invoiced directly to the Employer for payment. Credit terms per the Service Level Agreement will apply.</b></p>	

<b>Overseas Students studying in UK via Short term study visa or Tier 4 – Employer Payments</b>	
<b>Employer contribution</b>	<b>Deadline for employer contribution</b>
<p>More than £10,000</p> <p>The Employer will pay the full cost of the programme for each of their Employees including accommodation, 24 hr Welfare, transport, meals and tuition as calculated by the Full Cost pricing tool.</p>	<p>In line with the payment schedule in the Contract – normally 30% upfront payment followed by equal subsequent monthly payments across the duration of the programme.</p>

## **Fee Refunds / Withdrawals**

The College will refund all fees that have been paid, in full, where a course has been cancelled by the College.

Where a student withdraws from a course an application for refund of fees will only be considered in the following circumstances:

- An application to withdraw is made in writing within two weeks of the start of the course.
- Withdrawal is due to the College failing to deliver the course to a reasonable standard.

Where a student withdraws from a course which has commenced and they have attended for more than two weeks, an application for a refund and/or waiver of outstanding fees will only be considered in the following circumstance:

- Withdrawal is due to the exceptional personal circumstances of the student that prevent continued participation in the course.

In the event of a higher education course being changed from that advertised at the point of enrolment, the learner will have the option of a refund.

Where fees have been paid by the Student Loan Company or Student Finance, the refund will be made to them and not the learner.

The College reserves the right to retain fees paid which cover the duration of tuition received.

All applications for a refund or waiver of fees must be made, in writing, to the Vice Principal - Finance & Registry. The Vice Principal - Finance & Registry will determine if a refund is due.

Appeals against such a decision may be made to the Principal / Chief Executive whose decision will be final.

## University Programmes of Study with Middlesbrough College

The liability of the student for payment of course fees, and the agreement between the student and the College in relation to payment of all fees due will remain in place, so long as, the College has delivered the academic provision. Please note that the College reserves the right to alter the timing and/or location and/or content of the academic provision but will consult with you regarding any changes at all times. Details of how you can expect to be informed of such changes can be found in the [Student Protection Plan](#).

### Liability for payment

All students are liable to pay tuition fees and are responsible at all times for any fees or amounts outstanding to the College.

Students in receipt of student support through the Student Loans Company (SLC) must provide a copy of their financial assessment to the College otherwise will be held responsible for paying the full fee.

All fees due must be fully discharged before completion of any award or qualification.

Entry onto courses will be denied if arrangements to settle fees are not in place at the date of course commencement.

### Payment Arrangements

#### Student Finance / Student Loan Company UK Students

Any student intending to apply to Student Finance to pay their fees either in full or in part must inform the College at the time of enrolment. Applications for funding need to be made direct to Student Finance (<https://www.gov.uk/student-finance>). A new application **must be made for each academic year of your course of study**.

If Student Finance agrees to fund a student, they will notify the SLC who will confirm the funding to the College. Tuition fees will be paid directly to the College for undergraduate study. For postgraduate study the student will receive the loan funds and it is then the students' responsibility to ensure the applicable amount is then paid to the College to cover the full amount of outstanding tuition fee.

Until the SLC confirms tuition fee payment of a student to the College, the student will remain liable for any fees due. If the SLC is funding less than the full amount of the tuition fees, it is the student's personal responsibility to settle the outstanding amount.

## Financially Sponsored Students

If you are being sponsored, a sponsor letter is required for each academic year. A valid sponsor letter requires the following:

- Be presented on the sponsors official letterhead
- Clearly state the student name and student number
- Clearly state the sponsorship amount
- Clearly state the financial contact details of the sponsor
- Purchase order number stated where required

Valid sponsor letters should be submitted at enrolment to enable acceptance onto the course.

## Self-funded students

The student's tuition fee is due in full upon completion of enrolment. Alternatively, students may select either a three or seven instalment payment plan. **Students will only be eligible for seven instalments if requested prior to the start of the course and is agreed as a condition of entry.**

Failure to make payments in accordance with the agreed payment plan will result in withdrawal from the course.

## HNC and HND Courses validated by Pearsons

The College delivers Higher National Certificate and Diploma courses validated by Pearsons. The Higher Education fees policy also applies to these courses.

The College reserves the right to withhold certification until fees are settled in full.

The Higher Education Compensation and Refunds process is included at Appendix 1.



## **Other Related Policies and Documents**

Fees Guidance Document.

## **Contacts**

Vice Principal - Finance & Registry

Vice Principal - Students

## **Policy History**

Approved by the College Senior Leadership Team on 23 June 2020.

Approved by the Corporate Services Committee on 6 July 2020.

Approved by the Governing Body 16 July 2020.



## **Appendix 1**

### **Higher Education Compensation and Refunds Process**

## Higher Education Courses - Compensation and Refunds

The College is committed to protecting the consumer rights of students and ensuring that they receive the education to which they are entitled according to the terms of their contract with the College. This protection includes the approach taken to compensation and refunds. To assure itself and its students that the College's approach is appropriate, the policy meets the requirements of the Consumer Rights Act 2015. In addition, the policy has been informed by the principles and guidance provided by:

- Competition and Markets Authority: UK Higher Education Providers – Advice on Consumer Protection Law, 2015.
- Universities UK: Compensation and Refund Policies – Developing Good Practice, 2018.
- UK Quality Code for Higher Education.
- The Office of the Independent Adjudicator (OIA).
- Office for Students.

### Refund of Fees

In the unlikely event that a course of study provided by the College does not meet the standards agreed and expected, a student may apply for a refund of all or part of any tuition fees paid. Students may also apply for a refund of all or part of any additional costs associated with the course of study that they were expected/required to pay as a condition of enrolment. This agreement includes students:

- in receipt of a tuition fee loan from the Student Loans Company;
- who pay their own tuition fees;
- whose tuition fees are paid by a sponsor.

**NB** – where the College can demonstrate that the partial completion of prior stages was not the fault of the College, for example, if a student failed to complete all required assessment activity without the agreement of the College, any refund would be reviewed and the College may deduct a proportion of any payment. This deduction would be explained and discussed with the student.

### Compensation

In the unlikely event that action taken by the College significantly alters the approach to delivery of one of its courses of study which leads to a student incurring unnecessary or additional costs, the student may apply for compensation to cover all or part of these costs. This agreement includes:

- the payment of additional travel costs for students affected by a change in the location of their course;
- 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.

**NB** – where the College can demonstrate that the partial completion of prior stages was not the fault of the College, for example, if a student failed to complete all required assessment activity without the agreement of the College, any refund would be reviewed and the College may deduct a proportion of any payment. This deduction would be explained and discussed with the student.

## Applications for Refunds and Compensation

If a student believes that they are eligible to receive a refund or compensation and have not already been advised by the College that it is due, the following steps should be followed in order:

Stage	Process	Time for completion of Stage*
<b>Stage 1 Informal Enquiry</b>	All applications for refunds or compensation should be addressed to the Programme Leader in the first instance. In the majority of cases, the College will already be aware of any circumstances where a refund or compensation may be due and arrangements will be in place. The Programme Leader will advise the applicant on any progress being made and/or provide guidance on the next steps. Informal enquiries should be submitted via e-mail so that the applicant has a record of when the enquiry was made.	5 working days
<b>Stage 2 Formal Request</b>	If the College has not begun formal action to address a situation that may require a refund or compensation, or the applicant is dissatisfied with the proposed outcome, the applicant may apply for a refund or compensation to the VP Finance, using the form attached in Appendix 1. The application will be assessed and a decision provided to the applicant as well as the underpinning rationale.	15 working days
<b>Stage 3 Complaint</b>	If the applicant is dissatisfied with the decision of the VP Finance, they should submit a formal complaint to the College Complaints Resolution Office, using the Complaints Procedure which can be found on the <a href="#">College website</a> . This will trigger a full review of the case and decision based on the evidence provided by both parties.	20 working days
<b>Stage 3a Appeal to The Open University</b>	For students enrolled to programmes of study validated by The Open University, there may be a right of appeal to The Open University. The grounds for any appeal to The Open University should be based on academic standards and quality. The Higher Education Office will be able to advise you on this matter.	See <a href="#">OU Complaints and Appeals Procedure</a>
<b>Stage 4 Appeal to OIA</b>	The College subscribes to the independent scheme for the review of student complaints. If any student is dissatisfied with the outcome and management of the process to find a resolution to their complaint, they can apply for a review of their case to the Office of the Independent Adjudicator (OIA), provided that the complaint taken to them is eligible under OIA Rules.	According to <a href="#">OIA Schedule</a>

\* The times shown are for each stage of the process and not a cumulative total.



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<b>Application for Refund and/or Compensation Stage 2</b>			
<b>Name</b>		<b>Student No.</b>	
<b>Programme Title</b>			
<b>Year of Study</b>			
<b>Have you spoken to your Programme Leader about your claim?</b>	<b>Yes</b>	<b>No</b>	
<i>Please explain in the box below what you are applying for and why you believe you are entitled to receive it. For example; 'I would like to apply for a refund of tuition fees because.....'</i>			
<i>Please note - any supporting evidence you can provide may speed up the handling process and response to your request.</i>			
<b>Signed</b>		<b>Date</b>	