

## UK Graduate College

### Tuition Fees, Refunds and Compensation Policy

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<b>Related Policies</b>	<ul style="list-style-type: none"> <li>• Admissions Policy</li> <li>• Terms and Conditions</li> <li>• Student Engagement Policy</li> <li>• Academic Appeals Policy</li> <li>• HE Complaints Policy and Procedure</li> <li>• Academic Misconduct Policy</li> <li>• Student Privacy Notice Policy</li> <li>• Student Conduct Policy</li> <li>• Fitness to Study Policy</li> </ul>
<b>External Reference Points</b>	<ul style="list-style-type: none"> <li>• OfS Condition C1 - Guidance on consumer protection law</li> <li>• Competition and Markets Authority (CMA) Higher Education Providers: Consumer Law.</li> <li>• UK Quality Code for Higher Education – Principle 9 – recruiting, selecting and admitting students</li> <li>• Data Protection Act 1998, 2018. Article 51 GDPR</li> </ul>

#### Who does this policy apply to?

<b>If you are...</b>	<b>Then..</b>
On a programme leading to an award from <b>ATHE</b>	All parts of this policy apply – please note information for international students
On a programme leading to an award from <b>City and Guilds</b>	All parts of this policy apply
On a programme leading to an award from <b>Pearson</b>	All parts of this policy apply

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## **1. Introduction**

- 1.1. This policy covers all the information that students and staff require about tuition fees and eligible requests for refunds and compensation.

## **2. Purpose and Scope**

- 2.1. This Policy sets out UK Graduate's (the College) approach to tuition fees, refunds and compensation for its further and higher education programmes.
- 2.2. This Policy enables the College to reflect changes in the funding methodology and be more responsive to the needs and expectations of students regarding fees.
- 2.3. Fees are set annually by the College's Finance Board, which reports to the Board of Governors.
- 2.4. HE fees could be subject to a RPIX increase based on the preceding September's inflation rate, but any such increase will be capped so that no continuing student will pay more than those on the first year of the same course.
- 2.5. The College allows students an opportunity to request a refund of fees within predetermined criteria. This policy sets out the criteria that must be met in order for the College to provide a refund of fees

## **3. Aims and Objectives**

- 3.1. To ensure that information about fees, refunds and compensation is impartial.
- 3.2. To ensure that to all information about fees, refunds and compensation is appropriate for prospective and enrolled students.

## **4. Application of this Policy**

- 4.1. All staff using this policy must ensure that students with protected characteristics are not disadvantaged for any reason by any part of this policy and the processes within it.

## **5. Fee Policy**

- 5.1. Unless they are in receipt of a scholarship or bursary, students are liable for tuition fees from their course start date (not including any 'cooling off period' see Section 6) until they cease being a student, either by virtue of completing the course or by withdrawing from their programme of study.
- 5.2. If a student or their sponsor fails to pay their tuition fees in a timely manner, the College reserves the right to withdraw the student from their programme of study and/or withhold certificates of study.

- 5.3. Should a student wish to leave the College before the end of their programme of study, the student is responsible for notifying the College in writing of their intention to withdraw (or take a leave of absence). If the student does not contact the College, they could remain enrolled on the programme and thus liable to incur costs which could equate to the full year of tuition.
- 5.4. Requests to take a leave of absence from your studies or withdraw from a programme are not confirmed until the College has approved the request. The last date of attendance will be used for the purposes of charging tuition and refunding tuition fees.
- 5.5. The College, or its partner organisation will issue a tuition fee invoice directly to you, and payment of fees will remain your responsibility until such a point that your tuition fee loan is approved.
- 5.6. **Additional Fees:** Where a course has significantly increased costs for special or expensive items such as uniforms, equipment or consumables these costs will be passed on to students (if not fully funded). The costs should always be made available to students when the offer of a place is made, so they can make an informed decision.

## **FE Course Fees**

### ***International Students***

- 5.7. Students not entitled to “home” fees according to Department for Education (DfE) on a full-time FE programme (450 or more annual planned learning hours) will be charged the advertised fee in full at the start of the programme.
- 5.8. Students studying the UKGC International Foundation Programme online will be charged £6000 and payment should be made in full before the first taught session. If students are not able to make the full payment at this point, they should contact us immediately to discuss their position and explore options to resolve.
- 5.9. Scholarships may be available for students studying the UKGC International Foundation Programme online. If eligible, this will be communicated with the offer letter.
- 5.10. You can cancel within a 14 day cooling-off period from the date of enrolment.
- 5.11. If you decide to cancel a Course within the 14 day cooling-off period, we will process the refund as soon as possible.
- 5.12. The College will only consider claims for refunds of tuition fees where:

- i. A student who has already paid cancels their place within the 'Cooling Off' period
- ii. A student withdraws from their course of study
- iii. The College terminates a student's course of study
- iv. The College is no longer able to deliver a student's course of study
- v. A student has made an overpayment.
- vi. If you withdraw from your course or are required to withdraw by the College (termination) after the 14-day cooling off period, you may be entitled to a tuition fee refund. The College will confirm the official date of withdrawal/termination. Calculation of your refund entitlement will depend on your withdrawal/termination date.

Date of Withdrawal	% of tuition fee due if Self-funded or sponsored.
Day 0-14	0
Day 15	60%
After the start of term 2	100%

### ***Skills Courses & NVQ Fees***

5.13. In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your order prior to the Course Materials being received. You can also cancel within a 14 day cooling-off period from when you receive the Course Materials. All cancellation requests must be made in writing.

5.14. If you decide to cancel a Course within the 14 day cooling-off period, we will process the refund as soon as possible once materials have been returned and, in any case, within 14 days of the day you have given notice of your cancellation. In this case, we will refund all the course fees that have been paid.

5.15. Please Note: Refunds or Cancellations cannot be offered outside of the stated refund policy. There are no exceptions to the above returns policy as once the period has lapsed then fees such as awarding body registration or tutor fees need to be paid and cancellations will not be accepted.

### ***FE Tuition Fees***

5.16. Tuition fees vary depending on the course chosen and will be costed taking into account teaching and support costs, accreditation costs, premises and overhead costs and margin. Applicants will be advised of the cost of the course at the point of enquiry/application.

5.17. Any costs related to resitting an exam assessment must be paid in full.

5.18. Full cost course fees will be approved on a course-by-course basis by either the Finance Director or the Director.

- 5.19. Tuition fees must be paid before the course commences.
- 5.20. If another sponsor (e.g., an employer) is contributing towards some or all of your tuition fees, you provide the Finance Manager at the point of enrolment with a signed and dated letter on official letterhead, confirming the following:
- i. The student's full name and the name of the course that is being paid for
  - ii. The academic year to which the sponsorship applies
  - iii. The total amount towards tuition fees the sponsor is agreeing to contribute
  - iv. The name and address to which the College should send the invoice.
- 5.21. Any third-party sponsor must be aware that the College expects the agreed fee to be paid in full within 30 days of receipt of the invoice.
- 5.22. If the sponsor fails to pay the tuition fee on behalf of the student, payment of the tuition fee will be the responsibility of the student.

#### **HE Course Fees**

- 5.23. HE fees are dependent on the course studied and can differ substantially. The tuition fees are published annually on the website, and you will be advised how much the tuition fees will be and any additional costs when you receive your offer letter.
- 5.24. All HE fees could be subject to a RPIX increase based on the preceding September's inflation rate, but any such increase will be capped so that no continuing student will pay more than those on the first year of the same course

#### ***Students who are in receipt of Student Loans Company funding***

- 5.25. If a student agrees to take out a Tuition Fee Loan from the Student Loan Company (SLC), but then changes their mind, they are responsible for paying the loan amount for up to the latest point of liability (first day of each term), back to the Student Loans Company. Students should ensure they have read the terms and conditions of their student funding package.
- 5.26. The processing and awarding of student finance are independent of the College. Any payments made to a student or to the College on behalf of the student are made in line with the student's loan agreement with the Student Loans Company.
- 5.27. Should a student lose entitlement to some or all of their Tuition Fee Loan during or after they have left their course, the responsibility for payment of the tuition fee will revert back to the student.

***Student Loans Company Tuition Fees & Maintenance Loans Eligibility***

5.28. Detailed below are the eligibility criteria for loans via the Student Loans Company which cover both Tuition (the course fees) and Maintenance (to cover living costs) loans.

5.29. English or EU full-time or part-time students can apply for a Tuition Fee Loan. The loan is paid directly to the College or its partner organisation. The loan is repayable after the course has been completed and you are earning above the threshold set. Below is the amount that you can apply for in an academic year:

- i. Full-time Student Tuition Fee Loan – Up to £9,535
- ii. Part-time Student Tuition Fee Loan – Up to £7,145

5.30. UK students and EU students with settled status can apply for a Maintenance Loan for living costs. You may have to give details of your household income. The loan is paid directly into your bank account at the start of each term. The loan is repayable after the course has been completed and you are earning above the threshold set.

5.31. Current eligibility for who qualifies for funding and when you would repay can be found at the following address: <https://www.gov.uk/student-finance/who-qualifies>

- i. You will usually only get student finance if you are doing your first higher education qualification. This is true even if your previous course was self-funded. However, you may still get it if, for example, you are ‘topping up’ a higher education qualification, e.g. you have finished an HND and want to do an honours degree. If you have studied at degree level previously then please contact us for personalised advice.

***Information for students who wish to pay their fees in instalments***

5.32. The College offers the opportunity to all students to pay their fees in instalments across the length of their programme of study.

5.33. Instalment dates vary depending on when you start your programme of study.

5.34. If you wish to pay in instalments, you must notify the College at the application stage, when accepting the offer, so that a payment plan can be set up with the College’s Finance Manager. For Overseas Students, this will be confirmed in the Confirmation of Acceptance of Studies Letter.

***Information on tuition fees paid by a third-party sponsor (not SLC)***

5.35. If another sponsor (e.g., an employer) is contributing towards some or all of your tuition fees, you provide the Finance Manager at the point of enrolment with a signed and dated letter on official letterhead, confirming the following:

- v. The student's full name and the name of the course that is being paid for
- vi. The academic year to which the sponsorship applies
- vii. The total amount towards tuition fees the sponsor is agreeing to contribute
- viii. The name and address to which the College should send the invoice.

5.36. Any third-party sponsor must be aware that the College expects the agreed fee to be paid in full within 30 days of receipt of the invoice.

5.37. If the sponsor fails to pay the tuition fee on behalf of the student, payment of the tuition fee will be the responsibility of the student.

### ***Payment of Fees***

5.38. Published fees usually relate to the full cost of the course, or for the annual fee in the case of undergraduate programmes.

5.39. Fee payment is due at enrolment and all enrolling students will be expected to make payment at that point, unless they qualify for remission. Failure to make arrangements for payment within 14 days of enrolment may result in being asked to leave the course until such time as the account is settled.

5.40. Payment can be made by cash, cheque, debit card or credit card.

5.41. If a student is being sponsored by an employer, fees can be invoiced to the employer provided the student produces a signed letter from the employer on headed paper at enrolment confirming the arrangement. Employer sponsored student fees must be paid within 14 days of receipt of invoice. If the fee is not received from the Employer the student will become liable for the fee.

5.42. For courses that qualify for a Student Loan, the student should bring evidence that the loan is in place when they enrol. Where the student has been unable to complete the loan application process at time of enrolment or cannot produce evidence that a loan is in place the College will invoice the student at their point of enrolment.

5.43. Failure to pay fees will result in being asked to leave the course until such time as the amount due is settled or alternative arrangements are agreed with the College's Finance Team.

## **6. Cooling Off Period**

6.1. You have 14 days to cancel your agreement with the College after you have completed the Acceptance of a Place Form on enrolment. This is called the 'cooling off' period. If you decide to



cancel within 14 days of accepting your place on the course, you will receive a refund for any fees you have paid.

#### ***Cancellation of Place Form***

- 6.2. If you wish to cancel your course, you must complete a Cancellation of Place Form found as an appendix to the UKGC Terms and Conditions on the College website.

#### ***Refund after cancellation for Self-funded students***

- 6.3. If you are self-funded and have paid fees for a course you intend to join, you will have 14 days from when you accept the offer to cancel the course. During this cooling off period the College will refund any payments you have made within 20 days. If you wish to receive a refund, you must provide written confirmation of your wish to cancel using the Cancellation of Place Form.

#### ***Deferral***

- 6.4. You may ask to defer the start of your studies if you have been offered a place on a course. This happens when a student is interested in doing the course but is not able to start until a later date. The College will consider your request to defer your studies up to one academic year only. If the College agrees to let you defer your studies, you may be able to get a refund according to the College the Tuition Fee, Refund and Compensation Policy.

- 6.5. A student cannot defer their studies until they receive written agreement from the College. The College may defer or refuse a place for a student if the course for the unit is full.

#### ***Withdrawal***

- 6.6. If you decide to withdraw from the course after the 14-day cooling off period, you will need to follow the College's termination procedures, and you may not be able to get a refund.
- 6.7. If your attendance and engagement are poor, you may be removed from the course. You will receive warnings about your attendance and engagement before you are withdrawn. Please see the Attendance and Engagement Policy.

## **7. Refunds**

#### ***Home Students***

- 7.1. Any request for a tuition fee refund must be made in writing to the Dean of the College.
- 7.2. The College will only consider claims for refunds of tuition fees where:
- vii. A student who has already paid cancels their place within the 'Cooling Off' period (see Section 6)
  - viii. A student withdraws from their course of study
  - ix. The College terminates a student's course of study
  - x. The College is no longer able to deliver a student's course of study
  - xi. A student has made an overpayment.

- xii. If you withdraw from your course or are required to withdraw by the College (termination) after the 14-day cooling off period, you may be entitled to a tuition fee refund. The College will confirm the official date of withdrawal/termination. Calculation of your refund entitlement will depend on your withdrawal/termination date and how you are funded.

Date of Withdrawal	% of tuition fee due from SLC	% of tuition fee due if Self-funded or sponsored.
Day 0-14	0	0
Day 15	25%	25%
After the start of term 2	50%	50%
After the start of term 3	100%	100%

- 7.3. Refunds are not paid in cash and will only be made to the original source. Where the tuition fee is paid by the Student Loan Company (SLC), the College will make a refund to the SLC. Where the tuition fee is paid directly by the student, a refund will be made to the student's account from which the money was paid to the College. Where the tuition fee is paid by an external sponsor, a refund will be made to that sponsor.

- 7.4. Your refund may not be approved if you are withdrawn due to a serious breach of the College's Non-Academic Disciplinary Policy or Malpractice and Maladministration Policy. You may also be denied a refund if you have failed to adequately engage with the College through adequate attendance and/or assignment submissions after receiving official College warnings in accordance with the College's Attendance and Engagement Policy.

#### International Students (ATHE)

- 7.5. You can cancel within a 14 day cooling-off period from the date of enrolment.
- 7.6. If you decide to cancel a Course within the 14 day cooling-off period, we will process the refund as soon as possible.
- 7.7. The College will only consider claims for refunds of tuition fees where:
- A student who has already paid cancels their place within the 'Cooling Off' period
  - A student withdraws from their course of study
  - The College terminates a student's course of study
  - The College is no longer able to deliver a student's course of study
  - A student has made an overpayment.

- 7.8. If you withdraw from your course or are required to withdraw by the College (termination) after the 14-day cooling off period, you may be entitled to a tuition fee refund. The College will confirm the official date of withdrawal/termination. Calculation of your refund entitlement will depend on your withdrawal/termination date.

Date of Withdrawal	% of tuition fee due if Self-funded or sponsored.
Day 0-14	0
Day 15	60%
After the start of term 2	100%

## **8. Compensation**

- 8.1. Where the College has to enact its Course Closure Policy, there may be implications for student finance arrangements. The College incorporates provisions within its annual budget for the potential repayment of tuition fees and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified.
- 8.2. If a student feels they have been disadvantaged because of any significant material change, they can apply for compensation through the College Complaints Policy. Each application will be responded to with an individual evidence-based assessment.
- 8.3. The College will consider compensation claims for:
- Additional travel costs for students affected by a change in the location of their course
  - Commitments to honour student scholarships or bursaries
  - Tuition and maintenance costs where students must change course or provider.
- 8.4. All compensation claims are assessed in context, and consider:
- i. What mitigation the College has already put in place to satisfy the complaint
  - ii. The contract with the student, and how much of the contract is unfulfilled.
  - iii. Decisions about how much compensation is appropriate are taken on a case-by case basis. The College always aims to satisfy a complaint and refund claims at the earliest stage possible.

## **9. Non-payment**

- 9.1. If you do not pay your tuition fees on time as agreed, the College may:

- i. Restrict access to its premises and facilities
- ii. Suspend or terminate your registration.
- iii. Report you to credit agencies and, if applicable, to Student Finance England
- iv. Withhold certification.

9.2. If a student fails to pay fees by the end of their studies, the College will do all it can to find a resolution. If none can be found, the case will be brought to the Managing Director who will seek restitution of fees in accordance with the contract signed by the student on enrolment. The student's welfare will remain a priority, and the student may be referred to Student Support Staff if required.

9.3. Students may not be allowed to attend classes, submit work or take exams if they have not paid their fees. If a student passes their course, they will not receive their certificate until they have paid all the outstanding payments they owe to the College.

9.4. The following steps may then be taken:

- i. The College will negotiate a payment plan with the student over an agreed period of time. Full payment of fees must be made before any reference to course completion or certification is released.
- ii. The student may agree a payment plan with UKG, or it could be arranged through legal representatives, on a case-by-case basis. Any legal costs incurred will be added to the fees the student owes.
- iii. If fees remain unpaid after an agreed extension period, the College will not issue an award to the student and may initiate legal recovery of debts outstanding.
- iv. In all instances, students who are unable or unwilling to pay outstanding fees should maintain very good lines of communication with the College in order to increase the chances of reaching an amicable resolution.

### ***Appropriation***

9.5. Unless otherwise agreed, the College shall allocate payments made to the earliest balance on the Fees account.

## **10. Equality and Diversity**

10.1. This Policy has been subject to an Equality and Diversity Impact Assessment. All individuals will be treated equally and fairly in the application of this Policy. All reasonable requests to accommodate requirements in terms race, age and disability will be accommodated, as long as it is practicable to do so.

## **11. General Data Protection Regulations (GDPR) 2018 and Data Protection Act 2018**

**11.1. Any and all Personal data collected during the process of taking or refunding payment of fees** is subject to GDPR and DPA 2018. See the College's General Data Protection Policy and Privacy Notices: available at <https://www.ukgraduate.org.uk/policies>.