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## General Terms and Conditions / Tuition Fee Policy

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## 1. Introduction

### Purpose

To set out the framework within which West Suffolk College (WSC) will set fees and fines for 2021/22, whether paid by students, employers, sponsors, the Student Loans Company or Education and Skills Funding Agency and deals with the collection and chasing of monies due to West Suffolk College (“the College”).

### Scope

This policy is applicable to all new and continuing students on College courses unless covered by their awarding institution’s policy. If you accept your offer for study at WSC, you agree that these terms apply to your relationship with the College.

## 2. Principles

1. The fees that the College charges for the courses it provides are set each year by the Senior Executive Team (SET), taking into account the requirements of government legislation and of the funding agencies.
2. The Finance Committee will review the Fees Policy on an annual basis and will recommend any changes to the College’s Corporation for approval.
3. Where the government and/or funding agencies propose a change in policy which will significantly change the existing level of tuition or other fees, such changes will be reported at the earliest opportunity to the Finance Committee. Finance Committee will consider the impact on this policy and approve any changes required. Transitional arrangements may be made to minimise the risk of a significant rise in fees causing a subsequent significant decline in the level of student enrolments.
4. Course fees will be published annually usually by April each year on the relevant course page on the website ([www.universitystudies.wsc.ac.uk/ourcourses](http://www.universitystudies.wsc.ac.uk/ourcourses)). Course fees should include all tuition fees, assessment materials and awarding body registration and examination fees. Any additional or incidental costs will be listed on the website.
5. Retakes of modules in order to continue on a course will be charged at the applicable fee in addition to the course fee. Fees for professional bodies are not included in the tuition fee. All components of fees will be listed separately on the course landing page.
6. It is a requirement under consumer protection guidance that students on higher education courses are made aware in advance in a clear and unambiguous way of all of the costs, such as for materials and trips, that will be incurred by studying a particular course at the College. These will be set out clearly on the relevant course and tuition fee pages of the website and students and prospective students should contact the College if they have any questions on this Fee Policy.
7. Course tuition fees are set annually for new entrants to higher education courses and would apply for the anticipated ‘standard’ duration of a student’s programme; the anticipated duration is set out on the landing page of each course on the College website. The College will not increase annual fees for students continuing on the same programme of study.

8. For those fees that are regulated by Government legislation future increases will be no more than is permitted under the legislation.

### 3. Fee status

9. Currently, students qualifying for Home fee status generally include those from the UK and eligible non-UK EU nationals (if you are unsure about your fee status, you should check with the relevant student finance award agency). Students from the Channel Islands and Isle of Man are usually classified as international students and so charged tuition fees at the international rate.
10. For more detailed information, refer to the UK Council for International Student Affairs (UKCISA) website at [www.ukcisa.org.uk](http://www.ukcisa.org.uk)

### 4. Payment of tuition fees

11. Students are informed of fees as part of the pre-contractual material information on the College website.
12. Fees for all courses are payable on enrolment. Students must either:
  - a) pay in full / pay the first instalment and set up a payment plan for the balance;
  - b) bring a purchase order for the full amount from their employer confirming that their employer will pay their fees;
  - c) provide proof of having applied for or confirmation of a tuition fee loan from the appropriate loan company e.g. Student Loan Company;
  - d) or sign a declaration that they are applying to the appropriate loan company, e.g. Student Loan Company, for their fees.
13. Where students are self-funding their higher education course, they, or their sponsor (e.g. an employer) will be invoiced shortly after the commencement of the course, all students and/or their sponsors will be invoiced for fees for all enrolled modules, irrespective of the semester in which the module will be studied together with any additional costs.
14. All invoices are payable to the College within 30 days.
15. Fees cannot be paid in cash. Fees should be paid by the following methods:
  - a) Bank transfer to West Suffolk College bank account (as indicated on the invoice)
  - b) Online via credit/debit card – Visa, MasterCard, Visa Purchasing, Maestro, Delta accepted.
  - c) Direct Debit (Home and Home EU Students Only see 36 below)
  - d) By post, using a cheque drawn in GBP (£ Sterling) on a British bank, made payable to “West Suffolk College”.
16. Self-funding students may opt to pay their tuition fees by Direct Debit. A College signed and completed direct debit mandate form should be submitted in person to the University Studies Office or by post to University Studies at the College immediately after enrolment. Payment of fees by this method will be in nine (9) equal monthly instalments, scheduled to ensure that the fees are paid by the end of June for September starters and by the end of November for February starters.
17. Part-time students studying in one semester only will have their payment period shortened as appropriate to ensure fees are fully paid by the end of the study period.

18. Students who are sponsored to attend a course will be required to provide a purchase order from their organisation, prior to commencing their course. The purchase order should be submitted in person to the University Studies Office or by post to University Studies at the College.
19. If fees are only part-paid by an employer or sponsor, the balance of fees will be invoiced to the student shortly after the commencement of the course.
20. Students remain personally responsible for the payment of any additional fees in respect of trips, residenceals and materials.
21. Should employers or sponsors fail to pay invoices or otherwise disclaim responsibility for tuition fees, students will be held personally liable for the value of any outstanding fees. Students are therefore responsible and advised to ensure that any fee to be paid to the College by a sponsor is paid in full and on time as failure to pay by the due date will be subject to the Credit Control procedure below.
22. In the event that an overpayment is made against the total annual tuition fee amount then the credit balance arising may be used to offset any outstanding debt or invoice on the student's accounting in due date order.
23. All payments made to and from the College in respect of fees, fines and other charges must be made by pounds sterling and any current conversion cost or other charges in making a payment or processing a refund shall be borne by the student or the third party making or receiving the payment and shall not be deductible from the amounts to the College.

#### **5. Other Fees, Fines and Charges**

24. Throughout the academic year including holiday periods, miscellaneous charges may be applied to the Student's account. Invoices may be issued for these charges. Most commonly they are library fines, replacement book charges, and fees for exam re-sits. Such charges should be paid by the due date. Non-payment will result in the debt being pursued in accordance with our debt procedure below.
25. If a Student uses or borrows equipment from the College, they are responsible for ensuring that it is not damaged and returned back to the College in good condition. If the equipment is not so returned, the Student is liable and will be required to make good the loss or damage.

#### **6. Undergraduate Fees paid by Student Loans Company (SLC)**

26. Undergraduate students who expect all or part of their fees to be paid by the SLC must apply for funding prior to each year of study.
27. University Studies at the College will be notified by the SLC of students that have been approved for a tuition fee loan. The SLC will pay fees directly to University Studies at the College in instalments in line with confirmed attendance dates throughout the academic year.
28. It is the student's responsibility to ensure that SLC funding is in place prior to the start of the course in each academic year. Until funding is secured tuition fees will be the personal responsibility of the student who will be chased for payment (see section headed "Credit Control" below).
29. Students who are suspended or under appeal may have their funding from the SLC suspended.

## **7. Sanctions**

30. Where there are any delays in the payments of tuition fees and where those students cannot show reasonable cause and give a satisfactory assurance as to payment, the College may determine an appropriate sanction.

Sanctions may include:

- a) suspension of the student's IT and Library account,
  - b) denial of the opportunity to sit examinations or to have assignments assessed;
  - c) denial of access to other facilities:
  - d) exclusion from further study at the College. In special circumstances a student so excluded may be readmitted on the authority of the Executive Dean on payment of all outstanding fees and debts to the College together with an administration charge.
31. Any students who owe tuition fees will not be allowed to re-register at the start of the next academic year and will not be permitted to graduate. A notification will be sent to students to inform them of the situation. Please note this usually only applies to tuition fee debt; no student will be precluded from participation in their course for any other outstanding fees, for example: nursery costs.
32. No degree, diploma or other qualification shall be conferred upon students who have not paid their tuition fees or any other aspect of academic debt e.g. library fines to the College.

## **8. Suspicious Payments and Fraud**

33. In the event of suspicious financial activity identified by the College team, the College reserves the right to contact the student (associated by student ID number) and verify or request further details to assist with the investigation of the payments.
34. It is the responsibility of the College to report any suspicious or potential fraudulent payment activity to the local police or Action Fraud or any other related body.
35. The College will monitor all incoming payments and will investigate where multiple credit and debit cards are being made using the same student ID but with differing cards and cardholder names.
36. The College reserves the right to refuse a payment that it believes is fraudulent (e.g. an excessive number of attempts at payment or where the College has reasonable grounds to suspect impropriety or fraud. The College also reserves the right to return the funds to the originating source. These funds will not be applied to the associated student account. This will result in the balance remaining outstanding and due for payment.
37. This policy approach by the College is to protect both the College and the Student.

## **9. Refund of fees**

### **1. Withdrawal and refunds**

38. If a course is closed during the 2021/22 academic year, or provision is withdrawn by University Studies at the College and a suitable alternative course is not available, or where a student chooses not to accept the alternative course, then a full refund of all fees paid for the year in which the course is closed will be made. Where a course is delivered by online media this does not mean that the course is closed.
39. Refunds resulting from closure of a course or withdrawal of provision by University Studies at the College will normally be made automatically to students within 28 working days of the withdrawal of such provision.
40. In all other circumstances, students who withdraw from their course within the first two weeks of the start date of the academic programme will not be liable for any fees due and will receive a full refund of any contribution to fees paid direct to University Studies at the College. It is the responsibility of the student to submit a withdrawal request form to University Studies at the College prior to the end of the second week of course commencement. Failure to do so will result in withdrawal fees being charged in accordance with the liability points below.
41. Students who withdraw from their programme of studies or who have an agreed absence, after the end of the second week, remain liable for a percentage of the fees for the remaining academic year as set out below. Any students thinking of withdrawing should discuss this with their Course Leader and HE Support Tutor.

## 2. Full time students

### September Start Courses

Liability point	Charge
<b>After two weeks of the course start date</b>	25% of total tuition fee payable
<b>After 7 January</b>	50% of total tuition fee payable
<b>After 4 April</b>	100% of total tuition fee payable

### January Start Courses

Liability point	Charge
<b>After two weeks of the course start date</b>	25% of total tuition fee payable
<b>After 4 April</b>	50% of total tuition fee payable
<b>After 22 August</b>	100% of total tuition fee payable

## 3. Part time students

Students studying year-long modules should refer to the full-time liability points above.

Module	25% of module fee	50% of module fee	100% of module fee
Start Month			
September	After 2 weeks of the module start date	After 2 November	After 30 November
January	After 2 weeks of the module start date	After 8 March	After 5 April

42. All students must notify University Studies at the College of their confirmed withdrawal from their course. The date this is submitted will be used to calculate fee liability or determining whether a refund is due.
43. Students withdrawing or intercalating after the end of the second week, but before an application has been submitted to their relevant funding body for a tuition fee loan may not be eligible to receive any funding from the SLC and may therefore be personally liable for any fees due. Students who have applied for tuition fee loan funding from the relevant UK funding body should be aware that any reduction in tuition fees charged by the College is notified directly to the relevant UK funding body. There will be a corresponding impact on the maximum tuition loan that is permitted.
44. For students with Home status transferring to another higher education institution before the end of the academic year (or any period of study for which a tuition fee is paid) no refund to the tuition fee applies in respect of the remainder of the academic year (or period). The College has the authority to allow an ex gratia adjustment as it sees fit.
45. Students must not intentionally overpay their tuition fees and related charges and costs in order to circumvent any government regulation or restriction. Refunds are not processed against individual receipts where there is an overdue balance on a student account but are applied to an outstanding balance and the College is not able to act as a clearance account and must abide by money laundering regulations.
46. If course delivery is disrupted by circumstances beyond the College's control (by, for example: war, health and safety constraints, the transmission of diseases, fire, strike, lock-out, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond its control), the College will provide you with as much notice as practicable and will take all reasonable steps to minimise any resultant disruption. For example, by modifying the delivery of the course from face-to-face to online delivery, or by offering the opportunity to move to another course within the College or another provider, or we may activate our Student Protection Plan. As such University Studies at the College will not be liable for the refund of fees to students (or their sponsors) or any other financial penalty.

## **10. Higher apprenticeships**

47. For students studying higher apprenticeships, the cost of training will be agreed between the apprentice's employer and the College.
48. Where students withdraw or intercalate the employer will be charged tuition fees according to the individually agreed liability points detailed in the agreement between the College and the apprenticeship employer.
49. Employers are ultimately liable for fees that are agreed with the College in excess of the Education and Skills Funding Agency (ESFA) fee caps.
50. These fees in excess of the fee caps are not eligible to be paid out of the levy and will be invoiced directly to the employer.
51. For further information please refer to the Education and Skills Funding Agency (ESFA) apprenticeship guidance.

## **11. Credit control**

52. The College provides standard 30-day credit terms to students and their sponsors. All invoices generated by the College will therefore be due for payment within 30 days from the date of invoice.



53. Credit facilities will not normally be offered to International Students who will be required to pay a £3,000 deposit. The remaining balance will be invoiced upon enrolment and payable within 30 days from the date of invoice. Students requiring a visa (Tier 4) must pay their deposit before a Confirmation of Acceptance of Studies (CAS) can be issued. This deposit is refundable at the discretion of the College, less a £100 administration charge.
54. Variation of the standard credit terms is at the sole discretion of the Head of Finance and this will normally only be considered upon receipt of a written request.
55. Undergraduate fees payable by the Student Loans Company (SLC) on behalf of students will be paid directly to the College by the SLC and when applications are approved no chase action as outlined below will apply.
56. Any debt unpaid by a sponsor will revert to the student and the student will be subject to the chase actions and sanctions outlined below.
57. Debts will be routinely chased once they fall outside of the standard College credit terms.
58. Chase action will normally take the form of a series of standard letters or emails, together with telephone calls and other messages in the intervening periods.
59. Chase action correspondence with students will advise of the services available through Student Support, who can provide guidance and support with handling debts.
60. The Finance Department will contact the University Studies Office to discuss individual cases of non-payment of students' fees to ensure effective communication of all relevant information surrounding the debt. All students should keep the Finance Department informed of any circumstances that may lead to a delay in the payment of fees.
61. All debt chasing actions will be logged on the College finance system against the relevant account. This will include unsuccessful attempts to contact the debtor.
62. The Finance Department may exceptionally establish individual approved payment plans with self-funding students in order to clear outstanding debts over a reasonable period of time. This will be within the current academic year. Normal chase actions will cease provided that payments are received in line with the agreement, although regular statements will still be sent.
63. If a debt remains outstanding after the chasing actions outlined above, and no separate agreement has been agreed with the Finance Department, it shall be referred for an individual case review. The case review may lead to the imposition of sanctions against individual students, which escalate as follows:
  - a) suspension of the student's IT and Library account:
  - b) denial of the opportunity to sit examinations or to have assignments assessed;
  - c) denial of access to other facilities:
  - d) exclusion from further study at the College
  - e) not being allowed to re-register at the start of the next academic year and being permitted to graduate;
  - f) no degree, diploma or other qualification being conferred upon students
  - g) referral to an external collection agency. Any costs associated with this referral will be added to the outstanding debt;

- h) legal action to recover the debt. Any costs associated with this action will be added to the outstanding debt.
- 64. A minimum of 7 working days written notice of the application of the above sanctions will be given to the student. Notice of this will also be sent to the University Studies Office.
- 65. Employers under a Higher Apprenticeship Scheme are ultimately liable for apprentices' tuition fees in accordance with the Skills Funding Agency rules. For further information please refer to the Skills Funding Agency (SFA) guidance and the apprenticeship agreement signed between the employer and the College.

## **12. Communications**

- 66. In the event of a query relating to this policy please contact the Finance Department on 01284 716281 or the University Studies office on [universitystudies@wsc.ac.uk](mailto:universitystudies@wsc.ac.uk) .