



HE Fee Policy 22/23

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Revision history

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1	Revision	May 2020	Annual Revision
2	Revision	May 2021	Annual Revision
3	Update	June 2021	To incorporate legislative changes
4	Annual Review	Sept 2021	Review for recruitment for 22/23

Monitoring and review

These procedures will be reviewed by SLT, the fees group and Finance & General Purposes Committee annually before being presented to Corporation for approval.

HE Fees Policy

Purpose of the Policy

College's higher education fees policy adheres to the regulations surrounding charging of higher education's fees and other relevant legislative policies. The purpose of the policy is to ensure that the college charging of fees is fair, appropriate and legal.

The college will:

- Ensure fees are published on the college website and in any appropriate literature
- Ensure that all students admitted to the college are done so ensuring we meet conditions that are legislative, compliant and within the rules of funding agencies and other statutory bodies
- Ensure that students with a Disability Statement have their support requirements assessed.
- Use all our student data for the purposes of monitoring equal opportunities.
- Not retain data outside of the purposes it is intended for in line with GDPR regulations

Regulations and Fees

Tuition fee and HE regulations are published on the College website.

The exact fee is calculated once students have registered, at which stage the College will have information on academic standing, eligibility for scholarships, partial fee waivers, financial penalties, fee status and funding position.

Fees are set on the basis of market value and cost to deliver the programme and are reviewed annually.

- any decision to change any fees will be made by the Vice Principal Development & External Relations of the College or a member of the Executive team in their absence, following approval at the Corporation
- Any decision to amend fees will be communicated as promptly and as widely as possible.

RELATED POLICIES:

- GDPR Policy and Procedures

RELATED PROCEDURES AND GUIDELINES

- Higher Education Admission Procedures
- Higher Education Procedures 22/23

Annex 1 - HIGHER EDUCATION ACADEMIC FEES REGULATIONS

This document relates to all students deemed to be 'home students' as defined in 'The Education (Fees and Awards) (England) Regulations 2007'. This includes those people who are assessed as UK/EU nationals for the purposes of fee status.

From 1 August 2021, EU, other EEA and Swiss nationals and their family members who are not covered by the Withdrawal Agreements will no longer be eligible for home fee status and student financial support for courses starting in academic year 2022/23 or after.

EU, other EEA and Swiss nationals, and their family members who are covered by the Withdrawal Agreements, i.e. those who have settled or pre-settled status under the EU Settlement Scheme, and who meet the relevant eligibility requirements in force at the time of course commencement, will continue to have access to home fee status and student financial support in the 2021-22 academic year.

ACADEMIC FEES

For the purposes of the College's Academic Fees Regulations the word 'fees' shall be interpreted as:

- 'a sum of money due to the College in respect of educational services, that will include tuition (including assessment and examinations), academic supervision, the provision of other academic services and facilities such as library and learning resources, the provision of pastoral and extra-curricular services and the conferment of awards'.

Students must/are:

- Liable for the individual student course of study, mode of attendance and their fee status.
- Pay of any fee in pounds sterling.
- Liable to pay in full at registration, any fee due to the College.
- Liable for the full tuition fee for their course upon registration.
- Pay all outstanding tuition fees relating to previous academic years prior to registration. Registration on a course will be refused where there are fees outstanding from a previous academic year.
- Provide accurate and complete information to determine the tuition fee to be paid.
- Not knowingly withhold, or recklessly tenders false information that would breach the College's regulations on student conduct and be subject to the College's disciplinary procedures. This is without prejudice to any rights the College might have in respect of legal proceedings
- Be responsible for any charges incurred by themselves should they fail to amend or cancel any agreed payment arrangements at least seven days prior to the due date.

2. TUITION FEES

Are payable:

- For the amounts specified in the schedule of fees are payable each academic session or other relevant period of study as determined by the College.
- For all students, tuition fees, except in cases where extenuating circumstances have been agreed as applying, are payable by students required or permitted by the Board of Examiners to be reassessed by 'repeating' entire modules.
- For modules taken as 'repeat' assessments are charged at the standard module fee for the course, taking into account the student's fees status.

- Outstanding attempts carried forward from a previous academic year, as agreed by the Board of Examiners, may be with attendance or without attendance, as agreed by the course tutor. There is no tuition fee charge for outstanding attempts.

3. PAYMENT METHODS

- Payments will be accepted in cash, credit and debit card, bank transfer, on-line payment and by direct debit.
- Students who are paying their own fees must either pay the whole cost at registration or pay by direct-debit is the preferred method of the College.
- Where fees are paid by direct debit, it is expected that the payment plan be agreed at registration. The duration of the plan would normally be 8 months or less per annum. The initial payment will equate to 25% of the course fee with the outstanding 75% paid over the remaining 7 months. Students who require a payment plan outside of the standard terms can put their request in writing to the HE Student Finance team for consideration to the Credit and Fees Manager.

4. STUDENT LOANS COMPANY (SLC)

- It is expected that students have applied for and secured funding for their course with SLC prior to registration.
- Students who need assistance with the application process must contact the HE Student Finance Team.
- If a student is not eligible for funding from SLC for whatever reason then they must provide alternative payment.

5. SPONSORS

- The College may agree to accept payment from a sponsor in respect of any part of a fee owed to the College by a student. Only sponsors engaged in the private or public sectors are acceptable to the College. Agreement by the College to accept payment of any part of a tuition fee from a sponsor does not extinguish a student's liability to pay a fee, which shall only terminate when payment is received from the sponsor. It is the responsibility of the student to provide documentary evidence of sponsorship that provides sufficient assurance to College of the sponsor's ability and commitment to pay such fees.
- Any part of a tuition fee payable by a sponsor must be paid within 30 days of the invoice. Where a sponsor's payment is outstanding more than 30 days, the College shall have direct recourse to the student, who shall be automatically liable for any outstanding sum. This is without prejudice to the College's right to require any sponsor to pay a fee on or before registration.

6. REFUNDS, WAIVERS, WITHDRAWALS AND CANCELLATIONS

6.1. Refunds:

Following registration a student will be liable for the full annual fees and fees will only be refunded in the following circumstances:

- Where the course is cancelled prior to commencement.
- Where a student withdraws from a programme of study on a permanent basis within the first three weeks.
- Where a student withdraws from a course and has already paid more than the appropriate amount due. The difference between the amount paid and the amount due will be refunded to the student.

6.2. Withdrawing from a course

- A student withdrawing on a permanent basis will be liable for tuition fees on a sliding scale, depending on the date that the student informs the College, in writing, of their withdrawal from the course. Non-attendance does not constitute withdrawal. To withdraw from the course a student must complete a withdrawal form and return it to the HE Student Finance team.
- A student interrupting their studies on a temporary basis, known as suspension of studies, shall not normally be entitled to any tuition fee refund and will remain liable for any unpaid fees for the current academic year. Upon returning to study on the same level of the same course, tuition fees will be adjusted to reflect fees already paid for that level of study.
- In exceptional circumstances on receipt of a written request from the student, the Director of Finance and Procurement may waive or refund tuition fees or an administration charge in full, or in part, for students who have withdrawn on a temporary or permanent basis. All requests for a waiver must be submitted in writing to the HE Student Finance team.

6.3. Exceptional circumstances may include:-

- Death of spouse/ partner, parent or child;
- Serious physical or mental illness that prevents the student from continuing with their studies;
- Serious personal injury that prevents the student from continuing with their studies.

Term	September start*	January start*	% of full fee charged
1	Start of course (or enrolment if later) to end of term 1 (Christmas break)	Start of course (or enrolment if later) to end of term 1 (Easter break)	25
2	Start of term 2 (January) to end of term 2 (Easter break)	Start of term 2 (April) to end of term 2 (summer break)	50
3	Start of term 3 (April) to end of academic year (summer break)	Start of term 3 (September) to end of term 3 (Christmas break)	100

7. FAILURE TO PAY

Failure to pay can lead to the following:

- Ultimately, result in a student's withdrawal from their course. On the Wednesday of the first week in December, all students that have not paid 25% of their course fee will be withdrawn from the course; with the outstanding balance passed to a third party for pursuit of payment.
- Be blocked by the College from their programme of studies. While their account is blocked a student shall not be entitled to attend classes or lectures, have access to learning resource facilities. To get their account reinstated they must make contact with the HE Student Finance team.
- The College will withhold the certificate and prevent the student from attending the graduation ceremony for any student who has not paid their fees. A student who owes fees will also be ineligible to proceed from one stage or level of a programme to the next or receive an academic award.

8. DEBT RECOVERY

- The College reserves the right to take any reasonable steps to recover any outstanding debt in connection with unpaid academic fees including undertaking legal proceedings to recover such debts. The College reserves the right to seek reimbursement of reasonable costs associated with the recovery of outstanding debts. When an account is passed to an outside recovery agency the debt referral fee is 15% of the outstanding balance. The debt referral fee is added to the outstanding balance, becoming part of the total amount owed by the student to the College.

9. LEGAL JURISDICTION

- Disputes under these regulations or any other regulations of Bradford College or any contract between Bradford College and any students shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- Debt recovery through the Sheriff's Courts in Scotland, where a debtor to the College normally resides in Scotland, is an exception to the general position established under this section

Appendix 2 – Fee Schedule 2022/2023

This document relates to all students deemed to be home students as defined in the ‘The Education (Fees and Awards) (England) Regulations 2007’

From 1 August 2021, EU, other EEA and Swiss nationals and their family members who are not covered by the Withdrawal Agreements will no longer be eligible for home fee status and student financial support for courses starting in academic year 2022/23 or after.

EU, other EEA and Swiss nationals, and their family members who are covered by the Withdrawal Agreements, i.e. those who have settled or pre-settled status under the EU Settlement Scheme, and who meet the relevant eligibility requirements in force at the time of course commencement, will continue to have access to home fee status and student financial support in the 2022/23 academic year.

Fees relate to 2022/23 only. Students who switch modes of study will be classed as new students

Students who transfer to a programme of study which has a different fee rate to the programme they initially registered on will have their fees adjusted in-line with Student Finance England guidance.

Students progressing to the 2nd/3rd year of their courses will pay the same fee rate as they paid in year 1.

New Entrants

The following relates to new entrants to the College, beginning a full time course, and who were not at the College 2021/22, or who were studying at the College but have changed their mode of study in 2022/23

HNC/HND	£7,750
Foundation Degrees	£7,750 (except FdSc Ophthalmic Dispensing £8750)
Undergraduate Degrees and PGD ITT	£8,750
PGCE	£9,000
MA or MSc	£5,750 (MEd fees are dependent on whether the student is from a partnership school)
Level 4/5/6 – Part-time rate	£875 per 20 credits
Level 7 – Part-time rate	£1,920 per 60 credits (MEd which is dependent on whether the student is from a partnership school)
Repeat fees at any level	The minimum fee is £600 per 15 credits and maximum fee is £875 per 20 credits.

Progressing Students

- Students progressing from a Foundation Degree or a Higher National Diploma achieved with the College in 2021/22 to a full Honours degree top up or direct entry to year 3 in 2022/23 will be charged **£8,750**.
- Students progressing from another institution having completed a Foundation Degree or equivalent to a BA (Honours) or BSc (Honours) at Bradford College, must have had no break in learning (except agreed suspension of studies period) and the mode of attendance on both courses must be the same (i.e. full time to full time). The fee is **£8,750**.

Part-time Courses

- Students progressing from a Foundation Degree or Higher National Diploma achieved with the College in 2021/22 to a full Honours degree top up in 2022/23 will be charged **£875 per 20 credits**. This requires students to have had no break in learning (except agreed suspension of studies period) and the mode of attendance on both courses must be the same (e.g. part time to part time).
- Students progressing from another institution having completed a Foundation Degree or equivalent to a BA (Honours) or BSc (Honours) at Bradford College, must have had no break in learning (except agreed suspension of studies period) and the mode of attendance on both courses must be the same (i.e. part time to part time). The fee is **£875 per 20 credits** for all one-year BA (Honours) and BSc (Honours) part time courses.

Employer Sponsored Courses

- Where there is employer sponsorship on courses the Head of Department can apply for a discount of up to 15% where there are multiple students from the same employer on the same course.
- Any discounts must be approved by the Director of Finance and comply with financial regulations

Appendix 3 – Compensation Policy 22/23

This policy sets out the terms of compensation that the College will consider awarding to students. The policy sits alongside the College's complaints procedure, which utilises best practice as advised by the Academic Registrars Council (ARC) and the Office of the Independent Adjudicator (OIA).

As far as possible, the College aims to resolve complaints through dialogue between the student and the College. Where dialogue fails, students will be directed to the below complaints procedure.

The College's complaints procedure consists of 3 stages:

Stage 1 – Informal

Stage 2 – Formal

Stage 3 – Appeal

Where concerns are around a specific issue, students can complete an informal complaints form. The complaint will be investigated within 20 days of it being received.

If a student is unhappy with the outcome of their stage 1 complaint, they can escalate it to stage 2, a formal complaint. The complaint will be investigated within 20 days of it being received.

If a student is unhappy with the outcome of their stage 2 complaint, they can escalate it to stage 3, appeal. Any decision to appeal the decision at stage 2 must be made within 10 working days of receiving the stage 2 decision. An appeal will normally be dealt with within 30 days of it being received.

Refund/Compensation

Financial compensation will not always be an appropriate response to complaints and it is unlikely that most issues will be resolved in this way. It is accepted, however, that on some occasions a financial settlement will be appropriate.

Refund – this relates to the repayment of sums paid by a student to the College. This could include tuition fees, course costs or accommodation costs.

Compensation – this relates to a recognisable loss suffered by the student and normally falls within two categories: (a) recompensing the student for wasted out-of-pocket expenses they have incurred which were paid to someone other than the university (such as travel costs) or (b) an amount to recompense for material disadvantage to the student arising from a failure by the College to discharge its duties appropriately.

Other considerations when completing your claim

The College is obliged to comply with the registration requirements for the Office for Students (OFS) and within Quality Assurance Agency (QAA) guidelines. Any claim that a student makes will have no effect on their statutory rights as highlighted in the Consumer Rights Act 2015 (CRA) and guidance provided by the Competition and Markets Authority (CMA) or the Higher Education and Research Act 2017 (HERA).

Occasions where compensation or refund maybe considered

Where a complaint has been upheld and proven to show:

- Failure to deliver against material information agreed with the student at the point of acceptance of offer.
- Major changes in course delivery that have negatively impacted on the student
- Prolonged disruption that jeopardises students chances of succeeding on the course.

- A demonstrable loss to the student, the student has not been able to achieve the learning outcomes of their course
- The College has not followed its own Internal quality assurance processes
- The student has been affected in relation to:
 - Final degree award
 - Accreditation award
 - Ability to take up a job offer
- Consideration of any alternative arrangements or adjustments that were implemented for students to mitigate against any loss.
 - Did the student take up what was offered?
 - Were they still disadvantaged despite alternative arrangements?

The College has the final decision whether or not to award compensation or a refund.

Process for a Refund/financial compensation

Where a student has submitted a formal complaint and the resolution is to offer financial compensation, the College will pay this within 14 days from the agreement that a refund is due on the basis that if:

- students are in receipt of a tuition fee loan from the Student Loans Company then repayment will be made to the Student Loans Company;
- students have paid their own tuition fees then refunded fees will be paid directly to them;
- a sponsor has paid the tuition fee then the refunded fees will be paid directly to the sponsor;
- tuition fees have been paid by a combination of the above, refunded fees will be paid pro-rata.

Students who are awarded financial compensation will be contacted by the college. Payments will usually be made by BACS.

Refund or Compensation following Complaint Flowchart

