



**2022**

# HE Tuition Fee and Refund Policy (HE24)

## Change Control

<b>Version:</b>	v.1.1
<b>New or Replacement:</b>	Replacement
<b>Approved by:</b>	EMT
<b>Date approved:</b>	December 2022
<b>Name of author:</b>	Audra Oldridge
<b>Name of responsible committee:</b>	Executive Management Team
<b>Name of Corporation committee:</b>	HE Oversight Committee
<b>Date issued:</b>	December 2022
<b>Review date:</b>	June 2024
<b>Document Reference:</b>	HE24

## Description

This code of practice sets out the Higher Education Tuition Fee and Refund Policy for TEC Partnership. This applies to all courses at level 4 and above, such as Foundation degrees, Bachelors degrees, Higher Nationals, PGCE, Cert Eds and Masters. In using this code of practice other documents may need to be considered. This Code of Practice applies to all constituent parts of TEC Partnership where higher education is being delivered.

If you need any further advice on how the regulations work, you should contact the HE Quality Office.

HE Quality Office [heqa@tecpartnership.ac.uk](mailto:heqa@tecpartnership.ac.uk)

Rm: OH02 (01472) 311222

**This document is available in alternative forms**

## Revision History

<b>Version</b>	<b>Type</b>	<b>Date</b>	<b>History</b>
v.1	Revision	July 2020	Needed to incorporate changes as a result of merger with ERC
V1.1	Revision	December 2022	Refund and Compensation section included

## Contents

1.0 Introduction.....	4
2.0 Fees.....	4
3.0 Returning to Study Following Suspension of Studies .....	4
4.0 Exam Fees.....	5
5.0 Material Fees.....	5
6.0 BSc Nursing .....	5
7.0 Tuition Fee Liability.....	5
8.0 Withdrawing, Suspending or Transferring .....	5
9.0 Tuition Fee Payments .....	5
10.0 Students Sponsored by Employers.....	6
11.0 Staff Employed by the TEC Partnership .....	6
12.0 Overseas Students - Country of domicile outside the EU, and not resident in the EU for at least 3 years.....	6
13.0 Refunds and Compensation.....	7
14.0 Payment Options .....	9
15.0 Support and Advice .....	9

## 1.0 Introduction

The scope of this policy covers tuition fees for Higher Education courses for the academic years 2020/21, 2021/22 and 2022/23. It covers the colleges Grimsby Institute of Further and Higher Education (GIFHE), Scarborough TEC (STEC), and East Riding College (ERC). It is worth noting that ERC is a newly merged college in TEC Partnership and have some differing items in this policy.

Tuition fee income remains a substantial source of income for the Partnership and there is a continuing need to strike a balance between the needs of the Partnership to earn an economic return and also to reflect the importance of providing a significant resource to enable members of the local community to access cost-effective, good value training and education programmes, delivered locally, which provide opportunities for personal growth and employment.

It is the student's responsibility to ensure that they have the means to pay their tuition fees. Failure to organise/pay in a timely manner may result in withdrawal from the course. TEC Partnership reserves the right to take any reasonable steps to recover any sums due in respect of unpaid fees, which may include using an external debt collection agency. Enrolment on to a course will be refused where the learner has outstanding fees relating to previous enrolments.

## 2.0 Fees

Higher Education tuition fee rates are determined on an annual basis by each college within the group. By enrolling onto the programme students are contractually required to pay the tuition fees and other fees relating to the programme and bound by these Regulations.

For students enrolling at GIFHE and STEC, they will be invoiced for the full cost of the course until payments have been received from Student Loan company, employer or staff development fund.

For students enrolling at ERC they will be asked to specify on their enrolment form whether they have already applied for a loan, confirm that they understand that they are liable for fees if they do not secure a loan and that if they do not get a loan they are liable for the full payment of their course fees themselves or should provide evidence of financial support from their employer.

Extensive support and guidance is provided for all students until their loan is in place, however invoices will be raised if no progress is made.

## 3.0 Returning to Study Following Suspension of Studies

The following charges will be applied:

- Resume studies in Trimester 1 or Semester 1 will be charged 100% of the course fee
- Resume studies in Trimester 2 or Semester 2 (Jan-March\*) will be charged 75% of the course fee
- Resume studies in Trimester 3 or Semester 2 (Apr-May\*) will be charged 50% of the course fee

\*Localised/specific programme semester dates may vary

## 4.0 Exam Fees

Examination fees are included in the tuition fee.

## 5.0 Material Fees

Some courses carry charges for materials, which could include uniforms, studio space, kits and books. These are not normally covered by a tuition fee loan from Student Loan Company.

## 6.0 BSc Nursing

Students enrolled on the BSc Nursing course will need to adhere to the University of Hull fee policy which can be found on their website. All Payments for this provision will be paid directly to the University of Hull.

## 7.0 Tuition Fee Liability

Additional material and studio fees will be charged in full and are not adjusted in line with student status or attendance.

## 8.0 Withdrawing, Suspending or Transferring

Fee liability periods are set in line with the tuition fee loan payment periods set by Student Loan Company (SLC) and are determined by student status/attendance on the programme within the periods.

For students enrolled across TEC Partnership, the following charges will be applied:

- Last attendance within 14 days of course start date or enrolment date, whichever is the later – No fees
- Last attendance prior to December 31<sup>st</sup> - 25% of the yearly fee charged
- Last attendance between January 1<sup>st</sup> and the start of the Easter Break - 50% of the yearly fee charged
- Last attendance after the Easter break – 100% of the yearly fee charged

## 9.0 Tuition Fee Payments

It is the responsibility of the student

- To ensure sufficient funding is in place to cover fees and living costs for the duration of the enrolment
- To ensure that all fees chargeable are paid by the due date
- To immediately advise the finance department if any fees will not be paid by the due date

If the SLC or sponsor does not pay the fees or subsequently revokes its decision the student is liable for the fees.

If no confirmation of payment from SLC has been confirmed by the beginning of November, individual circumstances are investigated and guidance is provided. Where no progress is made, the student will usually be expected to start paying their tuition fee in three instalments on the following dates, and if payments are not received, students may be suspended from their studies

- 1<sup>st</sup> December
- 1<sup>st</sup> February
- 1<sup>st</sup> May

Students who are enrolled on a Masters degrees who have taken out a Postgraduate Loan from SLC will receive this payment from the Student Loans Company directly once they have enrolled on the course. This amount must be paid to TEC Partnership by the student within 5 days of receipt. Failure to pay the fees will result in withdrawal from programme of study.

Students who are self-funding will agree a payment plan on enrolment to the programme. No concessions are available for HE courses; however discretionary funds are available for those students able to demonstrate hardship caused by their attendance on their course, this is not for the payment of tuition fees. Students may apply to Learner Services for support.

Details of fees charged for each course can be found on the college websites as follows:

GIFHE: <https://grimsby.ac.uk/fees-funding/>

Scarborough TEC: <https://scarboroughtec.ac.uk/higher-education/higher-education-fees-and-funding/>

East Riding College: <https://www.eastridingcollege.ac.uk/study-with-us/course-fees>

## 10.0 Students Sponsored by Employers

Students being sponsored by their employer are required to provide TEC Partnership with a letter of authorisation from their employer on letter headed paper. An invoice will be issued to their employer, which is payable within 30 days.

Should a student leave an employer part way through a course and the employer refuses to pay, the student undertakes to assume responsibility for the payment of fees.

## 11.0 Staff Employed by the TEC Partnership

All staff must complete a staff development form where the course is a requirement of their job role. The enrolment form will be processed with full charge to the student until a copy of an authorised staff development form/email is provided. Any member of staff who is enrolling to HE study for their own personal development, and is financing this themselves, is not required to complete a staff development form.

## 12.0 Overseas Students - Country of domicile outside the EU, and not resident in the EU for at least 3 years

It is important to note that to be classified as a UK/home or EU student for fees and funding purposes, there are certain eligibility criteria relating to your nationality/ immigration status and your residency in the UK/EEA you are required to meet.

Further information is available from [international@grimsby.ac.uk](mailto:international@grimsby.ac.uk) or can be found on the UKCISA website.

International students pay TEC Partnership a specific rate for overseas study. Course fees are to be paid in full before the start of the course to enable the students to obtain a student visa. If this is not successful, then the fees will be refunded if a copy of their Border Agency refusal letter is produced. An administration fee of £250 applies to all student refunds. This is the only time refunds will be given, for full information please see Terms and Conditions for International Students' available on TEC Partnership website.

Full time and part time overseas students (students that are resident in the country but are classed as overseas students according to their passport status) pay a TEC Partnership specific rate for overseas study. This is paid to TEC Partnership by the usual accepted methods of payment.

## 13.0 Refunds and Compensation

This section details the circumstances in which a refund or remedy may be applied in the unlikely event that the TEC Partnership is unable to provide continuation of study and or is in breach of contract. It should be noted that the TEC Partnership is committed to ensuring that wherever possible, all students are able to complete their studies and that a remedy under these Regulations is to be considered a last resort.

For changes to and discontinuation of a course:

1. The TEC Partnership may sometimes make changes to a course, or occasionally have to discontinue a course.
2. In the event that the TEC Partnership is forced to change the publicised location of a course, where a student incurs additional travel costs as a result, the TEC Partnership will approve the re-imbusement of the affected student's reasonable additional travel costs upon production of receipts.
3. Where the TEC Partnership makes a change to a course (which may include the discontinuation of an individual module) and the student is not happy with that change, the student can leave the course with reference to the process set out at paragraph 1.1.7 below. The student's fee liability will then normally be calculated in the same way as referred to in section 'Tuition Fee Liability'. However, in the unlikely event of a change (or module discontinuation) that is likely to have a serious adverse effect on the student (for example by prejudicing their future choice of career), the TEC Partnership will consider their fee liability on a case by case basis.
4. It is extremely unlikely that the TEC Partnership would discontinue an entire degree course prior to completion and the TEC Partnership will always seek to 'teach out' any courses which are due to be discontinued. Where teach out is not possible the TEC Partnership will help to facilitate the transfer of affected students to an alternative course provider in the UK. In the event that a student has to transfer provider, the TEC Partnership will make refunds to

affected students in respect of any element of the course that has been paid for but not taught, as appropriate.

5. In circumstances where transfer of provider occurs under paragraph 4, if the tuition fees payable to that alternative course provider are higher than those that were payable to the TEC Partnership, the TEC Partnership will pay the difference in those fees upon production of evidence of the fees payable for the first twelve months of study at that alternative provider. Where a student transfers in their final year of study, the TEC Partnership will pay any increase in tuition fees for the remainder of that final year (excluding any resit or repeat periods of study). Any difference in tuition fees will be paid directly by the TEC Partnership to the alternative course provider unless the student is funded via Student Finance in which case the sum will be paid directly to the student.
6. If a student's course is discontinued before they have completed, and if none of the alternative arrangements offered by the TEC Partnership under paragraph 4 are acceptable to the student, the TEC Partnership will refund to the student in respect of any element of the course that has been paid for but not taught, as appropriate. The method of refund is as set out in paragraph 4 (Breach of Contract) below.

#### Breach of Contract:

1. The TEC Partnership recognises that there may be rare instances where it fails to meet a contractual obligation that it owes to a student. In such circumstances, both the TEC Partnership and the affected student will seek to work together to remedy the issue. In most cases, the remedy will not involve financial compensation. For example, if a substandard service has been delivered, the student may be offered a repeat performance of part or whole of the course at a reduced price.
2. Where appropriate in accordance with the principles of consumer and contract law, the TEC Partnership may refund a proportion (or all) of the tuition fees that have been paid by a student and/or make a payment to compensate the student for loss or damage suffered as a result of the TEC Partnership's failure to meet its contractual obligations and may include provision for: • maintenance costs • lost time • additional tuition costs • travel costs as a result of relocation of provision.
3. If a student has a complaint in relation to the TEC Partnership's performance of its contractual obligations then they should raise this under the Student Complaints Policy & Procedure. If a complaint is upheld then the TEC Partnership will seek to implement the most appropriate remedy as soon as practicable.
4. Approved refunds will strictly be paid in the same method and to the same account as the money was originally received. To comply with the TEC Partnership's money laundering regulations evidence of payment and copy bank statement may be required to verify details. All refunds and compensation payments will usually be paid within 14 days of the agreement that the payment is due.



## 14.0 Payment Options

Payment can be made in full with payment by credit or debit card preferred. Cash or cheques will only be accepted in exceptional circumstances. Employer Invoices are payable within 30 days of receipt. Instalment options as below are permissible

- 20% deposit
- Four further recurring payments to be set up via a payment plan.
- The payments are for consecutive months, the deposit is paid upon enrolment and the four payments start one month hence.

Non-payment of fees will be chased by the 10 days from the date of the invoice unless a payment plan has been set up. If the payment plan is cancelled at any time alternative payment arrangement must be made by contacting the finance department.

Any queries regarding the payment of fees must be directed to the credit controller in the finance department.

## 15.0 Support and Advice

Support and advice is available for students who are not clear how this policy applies to them or if they have concerns over their ability to pay. Students should seek advice and guidance from the Learner Services or Finance teams as early as possible to help avoid escalation of the problem.

Contact details are as follows:

GIFHE: Telephone: 0800 328 3631, email: [headmissions@grimsby.ac.uk](mailto:headmissions@grimsby.ac.uk)

Scarborough TEC: Telephone: 0800 328 3631, email: [headmissions@grimsby.ac.uk](mailto:headmissions@grimsby.ac.uk)

East Riding College: Telephone: 0345 120 0044, Email: [guidance-services@eastridingcollege.ac.uk](mailto:guidance-services@eastridingcollege.ac.uk)

