



## **FEE LIABILITY POLICY**

### **For the Academic Year 2023-2024**

**The purpose of this policy is to explain the process for paying your fees, the options that are available to make your payments and the sanctions that we apply if you default. It is the legal basis of the contract between us and you for the payment of your fees.**

#### **Quick Guide**

This document contains the following policies:

#### **Tuition Fees Payment Policy – pages 1 to 2**

- How can I pay my fees?
- Payment terms
- Advice on funding
- Consumer Rights

#### **Refund and Compensation Policy – pages 3 to 8**

- FE funded and Full Cost courses – *pages 3 to 4 FE only*
- HE courses – *pages 5 to 8 HE only*

#### **Complaints / Disputes Handling Policy – pages 9 to 10**

## How can I pay my fees?

We recommend using our secure online payment service which can be accessed via the front page of our website ([www.thecollege.co.uk](http://www.thecollege.co.uk)) using the **'Pay the College'** link as the quickest and easiest method of payment.

### You can also make payments in the following places:

- At your enrolment session or when you enrol online.
- By visiting Reception at North Road or Lansdowne
- By visiting the Finance office in Room 230 (North Road) (credit / debit card and help setting up payment plans)
- By telephoning the Finance office on 01202 205217 (credit / debit card and help setting up payment plans)
- By telephoning the Enrolment Team on 01202 205611 (credit / debit card only)

## Payment terms

If you are under the age of 18 when you enrol, you will not usually pay tuition fees but you may be expected to pay other fees, for example a contribution towards a planned educational visit, class resources, books etc. If so, you will have been informed about this when you were offered a place at The College and at Enrolment.

All students must pay their fees in full or set up a payment plan (subject to conditions) before they enrol.

If another organisation has agreed to pay your fees, but then does not do so, you will become liable to pay them instead. This also applies if you tell us that you have applied for an Advanced Learner Loan but you do not complete your application or if your application is later refused.

## Advice on Fees

You should always tell us straight away if you are having problems keeping up with your payments, particularly if you think that a recurring card payment (RCP) instalment request will be rejected by your bank or card company because we always pass on to you any bank charges that we incur. In this instance, please contact the Finance Team on 01202 205217.

If you tell us that you are having problems, we will try to help you to make alternative arrangements. If you do not do so and your payments fall behind, we will take action against you. Action will start with removing your access to resources and if escalated, this will finally lead to your suspension/exclusion from The College. Your debt will be referred to our external debt collection agency which may lead to Court action being taken against you. This will incur an additional standard 10% charge as well as any other costs involved tracing you in order to recover the debt. However, we will do this only as a last resort and we would prefer to work with you before your account is escalated to our external debt collection agency to reach an amicable solution.

## Consumer Rights

All students over the age of 18 are entitled to a 14-day 'cooling off' period, whereby they are eligible for a full refund of fees paid and will not be liable for course fees within the first 14 days from the point that they are offered a place on the course.

Bournemouth and Poole College strives to provide fair and realistic expectations to all of its students and, as such, has made the decision to extend the point from which the 14-day cooling off period commences to the actual start date of the course\*. This allows all adult students 14 days from the start date of their course to withdraw without incurring any fee liability. In addition, we will offer a full refund of fees already paid should you decide to leave within this period.

After the 14-day cooling off period you will be expected to accept liability for your fees, depending on the course type, as listed in the Refund and Liability policy below.

**Please note this does not mean you have 14 days to pay the fees once the course has started. Fees must still be either paid in full or a Recurring Card Payment plan must be set up before you start the course.**

*\*This does not apply to courses that are two weeks or less in duration. For these courses the 14-day cooling off period will commence from the point that you are offered a place on the course.*

## Refund and Liability Policy for 2023-2024

### Refund and Liability Policy for FE Funded and Full Cost Courses

All enrolled students, including students who withdraw prior to the end of their course, will be liable to pay the following fees:

Course Type	Withdrawal date	Fee liability (You will be liable for this % of the total fee)
<b>Category 1</b> Government funded courses lasting more than 24 weeks (except Apprenticeships)	Any time up to and including 2 weeks after the start date	0%
	Between 2 and 6 weeks after the start date	10%
	More than 6 weeks after the start date	100%
<b>Category 2</b> Government funded courses lasting more than 2 weeks but less than 24 weeks (except Apprenticeships)	Any time up to and including 2 weeks after the start date	0%
	More than 2 weeks after the start date	100%
<b>Category 3</b> Full Cost courses (courses not attracting Government funding, <u>except</u> courses with a duration of two weeks or less – see Category 4)	Any time up to and including 2 weeks after the start date	0%
	More than 2 weeks after the start date	100%
<b>Category 4</b> Government funded courses and full cost courses lasting 2 weeks or less (except Apprenticeships)	Any time up to and including 2 weeks after the <u>offer</u> date	0%
	More than 2 weeks after the <u>offer</u> date	100%
<b>Category 5</b> Apprenticeships	Any time	Number of months remaining divided by total month duration

#### Category 1:

Where a funded course lasts more than 24 weeks, students who withdraw before the course start date or within 2 weeks of the start date will not be liable to pay fees. Students who withdraw 2 to 6 weeks after the course start date will be liable to pay 10% of the fees. After 6 weeks of the course start date, students will be liable to pay 100% of the fees.

Advanced Learner Loan – The Student Loans Company (SLC) will only pay the fees based on the duration of a student's attendance. If a student decides to withdraw between 2 and 6 weeks from the course the SLC will stop payments to The College. The fee liability amount will only be

paid by the SLC once the loan has been approved. If a student decides to withdraw from the course after 6 weeks, the SLC will stop payments to The College and the student will be directly liable for the remaining balance of the course fee. Students who have applied for an Advanced Learner Loan will also be liable for fees under this category if the loan application remains incomplete or is later declined by the Student Loans Company.

### **Category 2:**

Where a funded course lasts more than 2 weeks but less than 24 weeks, students who withdraw before the start date or within 2 weeks of the start date will not be liable to pay fees. After 2 weeks of the course start date students will be liable to pay 100% of the fees.

### **Category 3:**

Full cost courses are courses that are not funded, or part funded by the government. As a result we rely on the direct payments of students and specific student numbers to run the course. Students who withdraw before the start date or within 2 weeks of the start date will not be liable to pay fees. After two weeks of the course start date students will be liable to pay 100% of the fees.

### **Category 4:**

Where a funded or full cost course lasts 2 weeks or less students who withdraw before the offer date or within 2 weeks of the offer date will not be liable to pay fees. After two weeks of the offer date students will be liable to pay 100% of the fees and will not be entitled to a refund

### **Category 5:**

Apprenticeships – Fee liability is worked out based on the number of months the student attended.

### **Refunds**

**If you believe you are due a refund and your situation reflects the conditions stated in the fee liability policy above you will have up to 3 months from your last date of attendance to submit a refund request application. If we believe you are due a refund, we will also contact you and send you a refund request form to complete within the 3 months. If we do not hear from you during this time any requests after 3 months will become void and applications for refunds may not be considered.**

All refund requests should be emailed to the Finance Team on [finance@bpc.ac.uk](mailto:finance@bpc.ac.uk) stating your name, student ID and course title, as well as the reason/circumstances for requesting a refund. If for any reason you are unable to email, please call 01202 205217. You will receive a response within 10 working days advising whether your refund request has been accepted and, if not, the reason(s) it has been declined will be provided. If your request is accepted you will be issued a refund within 10-14 working days.

## Refund and Compensation Policy for HE Courses

### Validated Courses for 2023-2024

#### Refunds for students in receipt of a tuition fee loan from the Student Loans Company

Students funded through an HE student loan are entitled to a 14-day cooling off period from the start date of the course and will not incur any fee liability if they are withdrawn during this period of time.

Where a student wishes to withdraw (or suspend) from their programme part way through the academic year we will adjust the student's liability to the SLC (Student Loans Company) for tuition fees in accordance with the table below. It is the responsibility of the student to initiate any request for adjustment to the fee liability. Any request for reduced liability of tuition fees will be calculated based on the terms set out in the table below and from the official withdrawal (or suspension) date.

Start	Academic Year	Withdrawal dates	Liability %
Autumn (Sep – Dec)	2023-2024	First 14 calendar days from official start date	0%
		From Day 15 of the start date to 31 December 2023	25%
		From 01 January 2024 to 31 March 2024	50%
		On or after 01 April 2024	100%
Winter (Jan – Apr)	2023-2024	First 14 calendar days from official start date	0%
		From Day 15 of the start date to 31 March 2024	25%
		From 01 April 2024 to 30 June 2024	50%
		On or after 01 July 2024	100%
Other Start Dates (May – Aug)	2023-2024	1 - 14 calendar days	0%
		15 - 90 calendar days	25%
		91 - 180 calendar days	50%
		181 calendar days or more	100%

In the event of a student's direct payments and loan receipts from SLC falling short of the liability noted above, the balance of all fees and other charges must be paid to The College immediately. Please note the fee liability amount will only be paid by the SLC once the loan has been approved.

**Refunds for students who pay their own tuition fees in full before or at the start of the course:**

Start	Academic Year	Withdrawal dates	Refund % of the total tuition course fee
Autumn (Sep – Dec)	2023-2024	First 14 calendar days from official start date	100%
		From Day 15 of the start date to 31 December 2023	50%
		From 01 January 2024 to 31 March 2024	25%
		On or after 01 April 2024	0%
Winter (Jan – Apr)	2023-2024	First 14 calendar days from official start date	100%
		Day 15 of the start date to 31 March 2024	50%
		From 01 April 2024 to 30 June 2024	25%
		On or after 01 July 2024	0%
Other Start Dates (May – Aug)	2023-2024	1 - 14 calendar days	100%
		15 - 90 calendar days	50%
		91 - 180 calendar days	25%
		181 calendar days or more	0%

**Refunds for students who have a payment plan:**

Students who have decided to pay in instalments must pay a deposit of 20% of the course fee before the course start date and enter into a payment plan agreement with us to pay the balance in a number of instalments. The number of instalments will be calculated to achieve full payment by the end of the month preceding the final month of the course. Students in this category will be refunded based on the percentage of the fees as listed in the fee liability table.

Please note, if the amount paid to date falls below the liability percentage, you will be liable for the outstanding amount. For example, if you decide to withdraw from 01 January 2024 – 31 March 2024 within the first term and your 20% deposit and first term recurring card payments equal less than 25% of the total course fee, you will be liable to pay the remaining amount.

### **Refunds for students whose tuition fees are paid by a sponsor**

If another organisation has agreed to pay your fees but then does not do so, you will become liable to pay them instead. This also applies if you tell us that you have applied for a HE student loan but you do not complete your application or if your application is later refused. Refunds will be returned directly to your employer or sponsor, based on the percentage of fees as listed in the fee liability table.

Please note, if the amount paid by your employer/sponsor to date falls below the liability percentage, you will be liable for the outstanding amount. For example, if you decide to withdraw from 01 January 2024 – 31 March 2024 within the first term and the first term payments equal less than 25% of the total course fee, you will be liable to pay the remaining amount.

### **The payment of additional travel costs for students affected by a change in the location of their course**

At the start of each year of your study we will make it very clear which site you will be studying at.

It is extremely unlikely that we will change the location in the course of the year but if we need to do so then arrangements will be put in place to ensure you are reimbursed any additional cost of travel that you might suffer as a direct result of the change of location.

### **Commitments to honour student bursaries**

The College operates a number of bursary schemes that are agreed on an annual basis. These tend to be paid in three instalments over the academic year. Once we have agreed to pay a bursary we will honour that agreement, subject to changes in your personal circumstances that are identified in our Higher Education Bursary Scheme Policy and Procedures.

### **Compensation for maintenance costs and lost time where it is not possible to preserve continuation of study**

It is extremely unlikely that whilst you are on your studies, a situation arises that means we are no longer able to complete your education through to the completion of your course. In that unlikely event we will reimburse any out of pocket, direct costs you might have suffered as a result.

### **Compensation for tuition and maintenance costs where students have to transfer courses or provider**

It is extremely unlikely that whilst you are on your studies, a situation arises that means we are no longer able to complete your education through to the completion of your course. In that unlikely event we will reimburse any out of pocket, direct costs you might have suffered as a result such as travelling to study at another provider.

### **Franchised Courses for 2023/24**

**Students enrolled on a Franchised course please refer to your University's Fees Policy. You will be advised at interview whether your course is validated or franchised and the options that are available to you.**



## Refunds

In the event of a student's direct payments and loan receipts from SLC exceeding the balance of all fees and other charges due to us a refund may be payable to the student. It is the responsibility of the student or their sponsor to request a refund of tuition fees as a result of their withdrawal or suspension. A student can request a statement of their account with us at any time.

All refund requests should be emailed to the Finance Team on [finance@bpc.ac.uk](mailto:finance@bpc.ac.uk) stating your name, student ID and course as well as the reason/circumstances for requesting a refund. If for any reason you are unable to email, please call 01202 205217. You will receive a response within 10 working days, advising whether your refund request has been accepted and if not, the reason(s) it has been declined will be provided. If your request is accepted you will be emailed a refund request form and it is your responsibility to complete the form and return it to us (the return address will be provided) within 10 working days.

## Complaints/Disputes Handling Policy for Fees

At Bournemouth and Poole College we pride ourselves on treating everyone with equal dignity and respect but if we get it wrong or fall below the high standard we set ourselves we want you to tell us so we can put things right.

### Complaints can be made:

**By Email:** [finance@bpc.ac.uk](mailto:finance@bpc.ac.uk)

**By Telephoning:** 01202 205217

**In Person:** Either at the North Road or Lansdowne Enrolment Desk which is in the Main Reception

#### 1. Fast and fair

- We will respond to all complaints fairly and promptly
- We will acknowledge your complaint within two working days of receiving it.
- We will give you a more detailed response within 10 working days in most cases, or sooner if we can.

Every effort will be made to resolve complaints informally through a dialogue with those immediately concerned.

#### 2. Any complaint sent directly to The Principal is referred back to the Finance Team who will deal with it. This is how formal complaints work:

The Finance Team will investigate the complaint. The Finance Team Advisor dealing with the complaint will:

- Propose an amicable resolution, or
- Dismiss the complaint as unfounded, and explain the reasons, or
- Uphold, or partially up-hold, the complaint, offer an apology and take steps to make sure a similar problem does not happen again.

We will send you a detailed response following an investigation within 10 working days. Where this is not possible, you will receive regular updates until we give you a final written response telling you the outcome. You may appeal (see below) if you are not satisfied with the outcome.

#### 3. Appeals

If you are not happy with the result of how we handle your complaint you can appeal within 10 working days to the Finance Manager who is in charge of handling escalated complaints. You can lodge an appeal against the decision following a complaints investigation if there is evidence to show one or more of the following:

- The College has not followed the formal procedure as described in this policy document.
- Incorrect evidence has been used during the investigation of the complaint or new evidence has arisen.
- The Investigating Officer did not fully consider your personal circumstances.
- The circumstances of the complaint were not fairly considered.

#### 4. Supporters and friends

Anyone making a complaint may use an advocate/friend (a person who speaks on their behalf) during the process.

**Policy approved by:** The College Board of Governors

**Date:** 29 June 2023

<p>Bournemouth and Poole College Date June 2020 Function Equal Opportunities</p>
<p><b>This policy has been examined for equality impact, i.e. the impact that this policy will have on different groups of current or potential learners, service users and staff taking into account the protected characteristics of the Equality Act 2010 (age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sexual orientation)</b></p>
<p><b>1. If equality impact analysis is not relevant to this function give reasons and proceed to section 5 below</b></p>
<p><b>2. In what ways could this function have a negative impact on any of the groups above? What actions have been taken to eliminate these?</b> Age: There are a number of courses that are only funded for certain age groups</p>
<p><b>3. In what ways could this function have a positive impact on any of the groups above? How will this function be used to eliminate discrimination, advance equality of opportunity and foster good relations between different groups? Are there plans for the future which will further advance equality?</b> All courses are available to all groups, which provides the opportunity to achieving diversity within the group, enabling celebration of differences and discourages discrimination</p>
<p><b>4. What evidence supports your judgements? E.g. Consultations, observations, expert opinions, quantitative or qualitative surveys? If the evidence is in the form of an additional document, where is it stored?</b> Student Voice surveys</p>
<p><b>5. Name and job title of manager responsible</b> Chief Operating Officer</p>