

# Higher Education Fees, Charges and Financial Support Policy

## 2022-2023

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*This Policy will not apply if you are a full-time student studying on provision that has been franchised to Burton and South Derbyshire College by its University partner. The Terms and Conditions relating to fees in such cases will be those of the relevant University partner unless they specifically refer to this policy as part of those terms and conditions.*

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## **1. Introduction**

- 1.1 Burton and South Derbyshire College's approach to setting and collecting course fees and associated charges is reviewed on an annual basis and approved by the Governing Body. During the preparation of this document due consideration has been given of the recommendations of the Office for Students (OfS) and Student Finance England (SFE). Burton and South Derbyshire College is committed to a fair and transparent policy in respect of the fees and charges it expects its students to pay. This policy is intended to make clear the tuition fee charging principles of the College.

This policy is reviewed annually, and you will be asked to agree to the terms of this policy as part of the enrolment process at the start of each year of study. You will be required to pay the fees and charges applicable to your course of study and fee charging pattern. Fee levels are determined by the fee regime in force at your initial point of registration, your mode of attendance and level of study for each period of registration. You are ultimately liable for the payment of your tuition fees, whether invoiced or not, including where sponsorship agreements have been approved. Burton and South Derbyshire College will seek to recover fees directly from you where payment from other approved sources is not forthcoming.

- 1.2 This document is intended to act as a single reference source for \*Higher Education (HE) courses and associated fees, payment arrangements, financial support and remission rules for this year to ensure a consistent and transparent approach of clear guidance on fees and charges. The content of this policy should be used as the main source of guidance for students, parents/carers, employers, curriculum staff, student support staff and enrolment staff.

*\*Higher Education refers to the following provision: Foundation Degrees, HNC/HND, BA Hons Top up - for all other programme fees, including Level 4/5 Professional Qualifications, please refer to the College Fees and Charges Policy.*

- 1.3 Individual colleges have the discretion to determine their own fee charging policy. If the College chooses to adopt a fees and charges policy which is more generous than that recommended in the funding bodies guidance, then the College will be required to fund this from its own resources.
- 1.4 In exceptional circumstances, Directors of Curriculum or Assistant Principals may seek approval from the Senior Leadership Team (SLT), to set fees outside of the policy guidance prior to commencement of the course, or to waive or amend the requirements for specific individual student circumstances.
- 1.5 A course fee and charges file will be produced annually and updated at individual course level by the Management Information Services department. This file will be used to inform the published prospectus and enrolment information.
- 1.6 All Burton and South Derbyshire College staff are reminded that failure to comply with this policy constitutes a breach of Financial Regulations, and as such may be a disciplinary matter.

## **2. Fees and Charges Disclaimer**

- 2.1 Burton and South Derbyshire College reserves the right to make minor adjustments, including content, dates, times, venues and improvements to course, programme and module content year on year, and these in themselves do not warrant the triggering of student protection measures. However, if a student feels the course as delivered varies significantly from what they expected, they may be able to seek recourse under consumer or contract law.

Should the College seek to close a programme prior to all existing students completing that programme, this will only be approved if all affected students have agreed to that measure.

In this situation, an offer of a place on a similar programme at the partner university (Staffordshire University) will be made, if such a programme exists and will continue to exist. Students may also be offered the possibility of continuing their studies through distance learning, where this can be implemented without any significant degradation in their learning experience. These measures are set out in the Closure, Suspension and Changes to Programmes Policy and Fees, Charges and Financial Support Policy. For example:

If we are unable to deliver courses at BSDC, a request to suspend or remove a programme should be made by the Assistant Principal & Dean and then submitted to the Senior Leadership Team (SLT). These policies have been developed in line with the Quality Code for Higher Education and CMA guidance. <https://www.bsdc.ac.uk/student-policies>

### **3. Fees and Payments**

- 3.1 For full time students studying Higher education programmes at Burton and South Derbyshire College through its Higher Education partnership, Staffordshire University, then Burton and South Derbyshire College will adopt the Staffordshire University fee policy, which can be found on the following link. Burton and South Derbyshire College delivers most of its Higher Education provision through Staffordshire University and adopts fees in consultation with the University. <https://www.bsdc.ac.uk/student-policies>
- 3.2 The level of tuition fees for each course will be set and published on the website before the start of the application process. The rate of increase will be published by no later than 6 months before the start of the following academic year. Increases in tuition fees will not be made for applicants who have received offers regardless of whether the offers have been accepted. Deferred applicants will be charged the applicable fee at the start of their study.
- 3.3 For full-time and part-time Higher Education courses in this year, the fee level is shown in Annex 1. There are no fee remissions which apply to Higher Education programmes in this year.
- 3.4 Burton and South Derbyshire College has several directly funded Higher Education courses (HNC/HND) for which fees have been agreed and loan facilities can be accessed directly through the Student Loans Company (SLC). Further information on student loans can be found at <https://www.gov.uk/government/organisations/student-loans-company>
- 3.5 Burton and South Derbyshire College may offer full cost Higher Education to individuals or employers separately to the Higher Education loan funded offer. In this case, a full cost fee will be determined using full cost model rates. In these cases, students would be illegible for SLC tuition loans and would be subject to full fee payment by the College.
- 3.6 The fee for full-time undergraduate students is deemed to be payable by the student unless they have full or part sponsorship from the Student Finance England (SFE), evidenced by a financial assessment letter showing the contribution to be paid by the SFE. For EU students from outside the UK, the SFE will supply a letter as evidence of sponsorship (if applicable).
- 3.7 In certain circumstances Student Finance England (SFE) evidence may not be available at enrolment in which case written evidence of an application being made to the SFE is accepted, as an interim measure. All Students that do not have a financial assessment letter will be required to sign a disclaimer stating that should SFE funding not be approved and the student will be liable for all Higher Education fees due.
- 3.8 Students whose fees are being paid by their employer must supply written confirmation of sponsorship at enrolment. The confirmation must be on company headed paper, be unconditional, state the name of the student and course, and signed by an authorised signatory (not the student).

### **4 International Students (UK Study)**

- 4.1 The definition of an international learner is a person who does not have:
  - a) a British passport
  - b) pre-settled or settled status within the UK
  - c) indefinite leave to remain within the UK.

- 4.2 International students are not eligible for funding from the ESFA. The criteria against which students are judged to be international students are very complex and international status *must* be determined in the first instance. Those who are not eligible for funding must pay the overseas fee rate, of £11,500 per year, for level 4 and 5 courses
- 4.3 The College is required to assess the status of all international learners prior to the start of their course, to ensure that the individual holds a visa allowing them to leave to enter the UK for the entire duration of the proposed course. Where there is uncertainty over the status of international learners, guidance should be sought from Learner Services. If insufficient evidence is provided to prove eligibility then the student will be liable for the overseas fee rate of £11,500 per year, for level 4 and 5 courses. The overseas fees rate for full time programmes may vary according to the level and duration of the course. The fees charged will include the cost of the first attempt of any approved examination cost.
- 4.4 All full time Tier 4 international students must pay at least 50% of the fees before a Confirmation of Acceptance to Study (CAS) can be assigned. The remaining 50% is payable on enrolment.
- 4.5 If BSDC has issued a CAS and the students' visa is then refused by UKVI, or they cannot attend the course for any other reason, BSDC will refund tuition fees but will retain a £260 administration charge.
- 4.6 International students who do not require a Tier 4 visa will be required to pay the full balance of their course fees at the time of their enrolment. In exceptional circumstances, the Deputy Principal may agree in advance for an international student to pay their fees in instalments provided that it can be demonstrated that there is an ability to pay the full amount due.

## 5 **Financial Assistance/ Support for Students**

- 5.1 Financial assistance information is correct at the time of printing and all staff should check with the Student Services team for the most up to date information on financial assistance and support for students.
- 5.2 Students following selected Higher Education programmes may be entitled to apply for loans and / or grant to support with the payment tuition fees. In addition, there are also maintenance loans and grants available to students on selected programmes, which are means tested to assist with living costs. For more information on support grants and loans, please contact our Learner Services Team.
- 5.3 Students who retake the year will be liable for a pro-rata fee based on the size of the module(s) being undertaken. If you get your funding from Student Finance England, you usually get support for the length of your course plus one extra year (or the part-time equivalent) should you need it. If you need to repeat a year of your course (or part of a year) you will receive support as normal for that time. However, if you need to repeat any further years, you will only receive support if you can prove to your funding provider (e.g. Student Finance England) that compelling personal reasons, such as illness or caring responsibilities, caused you to repeat. If you cannot do this, you should still be entitled to a loan for living costs for the repeat year, plus any relevant supplementary grants.
- 5.4 Students who have an additional attempt at a module but will not be in attendance during the academic year and those classed as 'exam only' will be subject to an administration fee of £150 per module and at the discretion of the award boards.

## 6 **Payment Methods**

- 6.1 The majority of students studying Higher Education programmes will be able to access Tuition Fee Loans via the Student Loans Company (SLC). Where student's fees are to be met by a student loan a proof of a loan approval or at least a proof of a loan application should be produced by the student at the time of enrolment. Students without any loan evidence may be enrolled on a course at the College's discretion on a Pending Fees status. It is the student's responsibility to ensure their student loan application is successful and completed. Should a student fail to secure a loan the College will request payment by other means.
- 6.2 Payment of fees may be made by cash, credit or debit card, or cheque and in the case of instalments, by direct debit or student loan.

- 6.3 Where a student's fees are to be met by a third party (such as their employer or sponsor) the student must supply, at the time of enrolment, a letter from the company or organisation confirming that fees will be met in part or full. In the absence of such confirmation, the student remains liable for the full cost of the course.
- 6.4 Sponsored/self-funding students may opt for an instalment plan. Instalments may span academic years, depending on the start date of the learning programme. Instalment options for sponsors/employers are at the discretion of the Finance Department, however the College cannot offer instalments to international students.

## 7 **Non-Payment of Fees**

- 7.1 Burton and South Derbyshire College adopts a supportive approach to its students with regards to the collection of tuition fees. Where necessary and proportionate, the College reserves the right to apply one or more of the following sanctions to any students who defaults on college fees:
- Examination entries not being processed.
  - Physical access to the course being denied until fees are settled.
  - Termination of enrolment and withdrawal from the College.
  - Refusal to re-enrol.
  - Withholding final award certificate.
- 7.2 Non-attendance on the course is not a valid reason for non-payment of course fees and payment / instalments must be made for non-attended lessons unless absence is due to unforeseen serious medical reasons for which supporting evidence must be submitted.
- 7.3 Students with outstanding fees due to Burton and South Derbyshire College (debts) will not be permitted to enrol onto a new learning programme until the debt has been paid in full.
- 7.4 Students undertaking a two-year learning programme will not be permitted to progress to the second year of their course where fees relating to the first year remain unpaid until the debt has been paid in full.
- 7.5 Burton and South Derbyshire College will use appropriate debt recovery procedures where students breach the terms of their payment arrangement and will pass on all additional costs incurred in this process in the increase of the overall outstanding debt value.
- 7.6 Where fees and instalments are not paid and every avenue to financially support students in the payment of their fees has been exhausted, Burton and South Derbyshire College reserves the right to permanently exclude students from their course and the College.
- 7.7 Students whose instalment payments are returned unpaid by the bank will incur an administration fee of £10 in addition to their unpaid fee instalment.
- 7.8 Burton and South Derbyshire College reserves the right to re-present failed direct debit instalments in accordance with the Direct Debit scheme rules.
- 7.9 If fee instalments continue not to be paid by their due date, then the full outstanding balance becomes payable immediately.
- 7.10 Should the third party (sponsor/employer) fail to pay fees, Burton and South Derbyshire College reserves the right to pursue the student for the full payment of course costs.

## 8 **Refunds**

- 8.1 Course fees are refundable where the course is cancelled prior to or after commencement due to low enrolment volumes. Burton and South Derbyshire College reserves the right to cancel learning programmes where enrolment numbers fail to meet the required level, only in accordance with our Closure, Suspension and Changes to programmes Policy. <https://www.bsdc.ac.uk/student-policies>
- 8.2 Course fees are refundable where a student can demonstrate that their withdrawal from the course has resulted from the failure of Burton and South Derbyshire College to deliver what could have been reasonably expected. This would only be applicable where a written complaint has been upheld and any refund would be proportional to the learning undertaking to date and not include examination/ registration fees incurred.

8.3 Course fees are refundable at the discretion of Burton and South Derbyshire College and where the student can demonstrate that extenuating circumstances exist to prevent them from continuing with their course. The College's Withdrawal Committee may authorise a refund or credit note (to be charged back to the income cost centre) for the items mentioned below:

- a) Exam and miscellaneous fee refunds will be made if the College has not expended them at the date of withdrawal. Proportionate amount of the tuition fee applicable to the remaining classes of the course which the student will be unable to attend. Where credit notes are issued, they can only be utilised by the named student.
- b) The timescale permitted for receipt of appeals relating to extenuating circumstances is limited to one calendar month proceeding the receipt of the College's 'withdrawal decision letter'. All appeals on grounds of extenuating circumstances received outside of this permitted timescale will not be eligible for consideration.

8.4 No refunds will be made in the event of a student withdrawing from a course for personal reasons. If you withdraw from your programme, you may be required to pay a proportion of the outstanding tuition fees, details of which have been outlined in section 8.6 of this policy.

The fee will be calculated from the date which your formal notification to withdraw or intermission intention is received by the College. Until such point as this notification is formally received you will remain an active student and therefore liable for the course fee. Retrospective withdrawals will not be considered or permitted.

Notification of intention to withdraw is solely the responsibility of the learner and can only be received via email to the following address: [withdrawals@bsdc.ac.uk](mailto:withdrawals@bsdc.ac.uk). No alternative methods of withdrawal notifications are permitted. In all communications it is essential learners quote their unique learner reference number.

8.5 If you formally withdraw within the designated cooling off period (14 days) of the published start date of the programme, you will not incur any tuition fees, and you will be eligible for a refund in full. Withdrawals made after 14 days will incur a tuition fee liability, even if you have not taken the opportunity to attend or engage with the programme.

8.6 Cancellation of third-party tuition finance such as a government backed Student Finance England (SFE) loan for a higher education student finance loan does not constitute a formal notification of your intention to withdrawal and you will still be liable for any outstanding fee elements. All outstanding fees become due immediately upon withdrawal from a course as set out below:

Undergraduate Higher Education Programmes (2022 enrolments & continuing students)

Fee Liability Point			Undergraduate FT & PT Student	
Term	Liability Periods		Liability	Refund
1	Course start date	14 days (Midnight)	0%	100%
1	14 days of course start date (Midnight)	Autumn Term End Date (Midnight)	25%	75%
2	Spring Term start date	Spring Term End Date (Midnight)	50%	50%
3	Summer Term Start Date		100%	0%

N.B Liability points are determined by the scheduled programme start date and not the student enrolment date.

All tuition fee refunds outlined in the above table will be calculated on the net tuition fee, which considers any fee waiver, reduction or discount that has been applied to your account.

This Policy will not apply if you are a **full-time** student studying on teaching provision that has been franchised to Burton and South Derbyshire College by its University partner. The Terms and Conditions relating to fees in such cases will be those of the relevant University partner unless they specifically refer to this policy as part of those terms and conditions.

- 8.7 Domestic Course fees will not be refunded where course closure is temporary due to fire, flood or other force majeure, adverse weather conditions or industrial action. Only in accordance with our Closure, Suspension and Changes to programmes Policy. <https://www.bsdc.ac.uk/student-policies>
- 8.8 Programme fees are refundable where a student can demonstrate that their withdrawal from the programme has resulted from the failure of the College to deliver what could have been reasonably expected. This would only be applicable where a written complaint has been upheld and any refund would be proportional to the learning undertaking.
- 8.9 All complaints will be handled in accordance with our Higher Education feedback policy <https://www.bsdc.ac.uk/student-policies>.
- 8.10 In all cases, a £25 administration charge will be made for the processing of all refunds.

## 9 **Change of Circumstances**

- 9.1 A Change of Circumstances form is required by Student Finance England when a student's circumstances change before commencing studies and after the student has started the course.
- 9.2 It ensures that the College's and the student's financial records are identical. Student Finance England (SFE) require notification of a change of circumstance when a student is changing their programme of study in any of the following ways:
  - a) Withdrawing from a programme of study.
  - b) Suspending studies.
  - c) Resuming studies after they have suspended studies within the same academic year.
  - d) Changing a mode of study.
  - e) Transferring to a new Higher Education course.
  - f) Updating information regarding course, year and tuition fee amount or tuition fee liability.
- 9.3 If a student wishes to submit a change of circumstances, please contact the Finance team at [sfinance@bsdc.ac.uk](mailto:sfinance@bsdc.ac.uk) . Once a change of circumstances has been processed Student Finance England will claw back any overpaid fees from the College. The claw back will be calculated based on the fee liability dates in section 8.6.

## 10 **Further Guidance and Resources**

- 10.1 [UCAS](#)
- 10.2 [Student Loans Company](#)
- 10.3 [Student Finance England](#)
- 10.4 [BSDC HE Student Policies](#)



## Annex 1 – Tuition Fees ‘At a Glance’

<b>Programme Type</b>	<b>2022/23 Course Fees</b>
<b>Full Time:</b> Higher National Certificate / Diploma (HNC / HND)	£6,165 per year (Includes examination / registration)
<b>Part Time:</b> Higher National Certificate / Diploma (HNC / HND)	£3,082.50 per year (Includes examination / registration)
<b>Full Time:</b> HE Courses through Staffordshire University Partnership	£6,350 per year NB. Subject to change following move to validated provision
For further information on <b>Full Time Staffordshire University</b> course please refer directly to the universities fees policy.	
<b>Part-Time:</b> HE Courses through Staffordshire University Partnership	£52.92 per credit *credits per year
Higher Education Professional Courses (e.g. CIPD, AAT, ILM)	Individually Priced (See website publication)
Full Time International Students Higher National Certificate / Diploma ONLY	£11,500 per year
International VISA Administration (CAS)	£260 administration charge
Part-Time International Students	£52.92 per credit, per year
APEL Activity	£150 Per APEL Module