

# Tuition Fee, Refunds, and Compensation Policy

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## Policy Context

This policy provides guidance on the tuition fee, refunds of the tuition fee and their calculation and compensation arrangements. This policy is applicable to Home and EEU students only.

## Policy Statement

City of London College policy on tuition fee, refunds of the tuition fee and compensation arrangements where students withdraw, suspend or discontinue their course of studies.

## Scope

This policy applies to all students currently enrolled at the College and any applicants who have accepted a place on a relevant programme of study.

This policy will not be applicable to past students who have completed their studies at the College unless, in accordance with the Academic Appeals and Student Complaints Procedure they have submitted a complaint within six months of the end of their registration period that becomes upheld.

## Overview

After the admission committee's recommendation to offer you a place of study the College will issue you with a Letter of Acceptance, this could be conditional or an unconditional offer. Accepting this offer legally binds you into a contract with the City of London College ("the College").

City of London College follows the admissions process which is subject to Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You reserve the right to cancel your acceptance by informing the College in writing within 14 days from the course start date. There will be no charge made to you. Cancellation after this period attracts deductions as detailed below in this policy.

The College announces its tuition fee at the end of each academic year for the next academic year. Continuing students are not affected by this announcement as their tuition fee remains the same as at the time of the enrolment.

Students are required to settle their tuition fee in full prior to enrolling on to the next year.

The College takes full responsibility to deliver the programme as per the approved specifications and in line with terms and conditions supplied to the students.

## Fee Payment Status

Admissions committee considers all applications and assess these for tuition fee payment status. These can be self-sponsored, paid by family or an employer, sponsor, student loans company. Letter of Acceptance will mention the payment terms applicable to the application.

### Setting Fees

Tuition fees are set annually. These are approved by the Governors on the recommendation of the College Finance and Resources Committee.

### Withdrawals, Interruptions and Changes

In case you need to withdraw or suspend your studies you need to notify the college by submitting the completed application form, available from the College reception. Non-attendance is not accepted as a withdrawal or suspension until a completed form is submitted by you or you have received a written notification from the college. Retrospective withdrawals are not permitted. Please feel free to discuss matters in confidence with a member of staff at the registry office to consider various options available to you.

Tuition fees are due up to the date of withdrawal where a student has been withdrawn by the registry office.

Where a student withdraws, or interrupts, within 14 days of start of the course, no tuition fees will be charged and any student loan applied for will not be payable.

Thereafter, tuition fee liability will increase as below:

Withdrawal Time	Tuition Fee Liability %
After 3 weeks from the start of course up to the end of the term during which course commenced	25%
From the beginning of Term 2	50%
From the beginning of Term 3	100%

### Change in Mode of Study

If a student transfers from mode of study (for example full time to part time) they will be charged a pro rata fee based on the period of study at the relevant mode. This may result in an increase or a decrease in the fee. Therefore, students are encouraged to seek guidance from the team at the registry office to consider their options. Where the fees are paid in advance then a pro-rata adjustment will be made to their fee account.

### Change in Programme of Study

If a student changes programme of study (for example Computing to Business) they will be charged a pro rata fee based on the period of study at the relevant mode. This may result in an increase or a decrease in the fee. Therefore, students are encouraged to seek guidance from the team at the registry office to consider their options. Where the fees are paid in advance then a pro-rata adjustment will be made to their fee account.

### Refunds

Where a tuition fee has been paid in full advance of the course commencement date any refunds due will be calculated as follows:

Withdrawal Time	Tuition Fee Liability %
After 3 weeks from the start of course up to the end of the term during which course commenced	25%
From the beginning of Term 2	50%
From the beginning of Term 3	100%

### Programme or Institutional Closure

Due to unforeseen or in extreme circumstances a programme of study may have to terminate under the programme closure process policy. In such circumstances where practical students will be taught and assessed to the end of the module(s) being taught at the time, thus achieving the academic credit(s) to transfer to another institution. The college will ensure that affected students(s) receive the award that recognises the stage they have reached.

Where it is not possible to continue study in some cases this may result in a financial loss in which case each situation will need individual consideration. The outcome of this consideration may include compensation and lost time.

Compensation and Support for students in the event the College is unable to continue to offer tuition As part of the College's Student Protection Plan the College will continue to teach the course as a teach-out where possible in order to complete your course. In cases where this is not practical the college will support you in transferring to another provider to enable you to complete your studies. In the event that this results in additional expenses these will be refunded to you in line with this policy.

### Process of Refund

Refunds will be paid by the same method and to the same account as the funds was originally received. All refunds are returned to the source. If the payments were made by credit or debit card (either online or offline) refunds will be credited back to the card charged with the original payment. No refund is made for bank or other charges incurred.

In an exceptional circumstances, where a refund has to be made to someone other than the original payer, a written legally binding authorisation must be obtained from the original payer prior to the refund being processed.

Approved refunds due will be processed within 14 days from receipt of the Refund request form.

If the fees were paid by a sponsor or other organisation for example Student Loans Company, the refund will be paid to the sponsor or to the same organisation from where the payment originated.

Refunds will not be paid in cash.

### Claiming a refund

All refunds can be communicated with the College finance office in person, via email [finance@clc-london.ac.uk](mailto:finance@clc-london.ac.uk) or by telephone 020 7247 2177.

## **Payments of Scholarships and Bursaries**

City of London College offers scholarships, fee waivers and bursaries.

Fee waivers represent a reduction in the chargeable tuition fee.

Scholarships are adjusted against the tuition fee whereby part or full tuition fee shall not be payable.

### **Bursaries are paid directly to the student.**

In case of programme or institution closure, fee waiver, scholarships, bursaries offered by the college will be honoured. Any awards made by the external bodies shall be bound by the terms and conditions of the relevant awarding body.

## **Compensation and Support**

Compensation will be awarded if clear, recognisable and material loss is suffered and evidenced by the student. This normally falls into two categories:

A – Compensating a student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the College (such as travel costs)

B – An amount to recompense for material disadvantage to the student arising from a failure by the College to discharge its duties appropriately.

Compensation may take the form of a financial payment, a discount, or some other form of benefit. It is possible that in the case of a complaint about an element of a programme of study or learning experience this could be settled without the need for a refund or financial compensation. In these cases this might include an apology, a goodwill gesture or in the case of the complaint relating to the quality of a programme of study this could include repeating a part of the course that did not meet the expected standard.

In accordance with the OIA guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience the following guidelines will apply in such cases:

Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students are as follows:

### **Moderate Up to £300**

An act or omission of the college which has caused some distress and inconvenience in the short term (e.g. less than 6 months).

Moderate delays (i.e. less than 6 months) or other procedural irregularities on the part of the college where there is evidence to suggest the student suffered material disadvantage.

### **Substantial Between £301 and £1,250**

An act or omission of the college which has caused some distress and inconvenience in the long term (e.g. more than 6 months).

Substantial mishandling of the complaint by the college which has resulted in or caused unreasonable or avoidable substantial delay (e.g. over 6 months) where there is evidence to suggest the student suffered material disadvantage.

### **Severe Between £1,251 and £3,000**

Cogent and contemporaneous evidence to suggest that as a result of the college's acts or omissions the student has suffered from ill health.

Major maladministration, procedural flaws, delays or other breaches of natural justice in the college's internal process resulting in material disadvantage to the student.

Where there has been a clear material disadvantage to a student as a result of the college's acts or omissions, but a practical remedy is inappropriate or impossible.

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £3,000 will only be considered in exceptional circumstances by the College Finance Committee.

### **Making a claim for compensation**

The College's Academic appeals and Student Complaints procedure is the process that provides students with effective consideration of any claim for financial or other compensation. This outlines the process that will be followed by the College in dealing with any complaint and also details the process that a student should follow if they are unhappy with the outcome of a complaint and wish to progress their complaint to the office of the Independent Adjudicator (OIA).

The College will put in place measures each year depending on the total number of students to provide refunds and compensation for those small number of students for whom it has identified an increased risk of non-continuation of study. College insurance policy is also reviewed annually to maintain business continuity risk.

### **External Review**

In cases where student remains dissatisfied with the outcome of a claim for compensation, the student may apply for a review of the claim by the Office of the Independent Adjudicator for Higher Education (<http://www.oiahe.org.uk/>) (OIA).

The Office for Students (OFS) has a remit to create and oversee a regulatory environment in higher education which puts the interests of students at the heart of the system, focusing on choice and competition. Therefore, the College's Quality Enhancement and Standards Committee ensures that the provision of courses offered by the College meets the requirements of its validating partner universities, awarding bodies, the Office for Students (OFS), the office for the Independent Adjudicator (OIA), the Quality Assurance Agency, and the Competition and Markets Authority (CMA). Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 are observed when reviewing this policy.

### **Governance Requirements**

This policy is part of the College's Student Protection Plan and reflects the commitment to the student experience and to supporting students to achieve their academic outcomes. Staff are expected to be familiar with the policy and contribute to the effective implementation. The Director of Finance has the overall responsibility for this policy. The college will review this policy annually alongside the Student Protection Plan.

## Policy Review

The Tuition Fee, Refunds and Compensation Policy is kept under annual review by the Quality Enhancement and Standards Committee. The Policy will be updated in accordance with the Student Protection Plan and annually reviewed.

Review Date	Description	Reviewer
31/07/2020	Tuition Fee, Refunds, Compensation Policy	Quality Enhancement and Standards Committee

## Document History

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Version Date	Description	Authors
24/06/2019 1.0	Policy approved and accepted, by Chair Board of Governor	Senior Management Team

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