



PART OF
CITY OF
PORTSMOUTH
COLLEGE

Tuition Fees Policy 2022-23

FEES POLICY 2022-23

TUITION FEES

1 PURPOSE

- 1.1 Fees are set to ensure that when public funding is taken into account, the College is able to at least cover the full costs of each programme of study.
- 1.2 The Corporation is committed to a transparent fee structure that informs individuals and companies about the costs of study and examinations and also any exemptions to payment of fees.

2 SCOPE

- 2.1 The City of Portsmouth College charges tuition fees in the following categories:
 - Education and Skills Funding Agency (ESFA) co-funded courses (including employer responsive)
 - Learners aged over 19 starting on Level 3 and 4 (unless studying their first level 3 legal entitled course)
 - HE courses
 - Learners Under 16 (fee charged to institution responsible for student)
 - Apprenticeships (no charge to apprentices, charge to employers)
 - Full cost/commercial courses
 - Overseas learners

3 DETAILS OF POLICY

- 3.1 To operate at all times in line with the guidance supplied by the relevant funding bodies e.g. to waive tuition and initial examination fees to all learners funded by the ESFA aged between 16-18 years of age who are following full or part-time courses including maths and English.
- 3.2 To ensure that the learner is aware of the full annual and total cost of the course on enrolment. This will include tuition, materials, examination, registration and any relevant costs such as residential. Costs for trips, visits or other optional expenditure will be levied directly at the relevant point in the course when the student would be expected to pay for them.
- 3.3 No change to the policy is to disadvantage any individual learner part way through an agreed programme of study, e.g. where an ESFA funded course is for a period of two years, the tuition element of the fee in the second year, will not increase from that in the first year (inflation excepted) provided that the nature of the course has not materially altered.
- 3.4 To provide facilities for staged payment through direct debit arrangements where the total cost is in excess of £150. The number of instalments is to be determined by the duration of the course, in that the final instalment will be made three months before the expected course end date.
- 3.5 To realise for the Corporation a fee income in pursuit of corporate objectives.
- 3.6 To ensure that fee levels are linked with the College policy on learner financial support/hardship.

- 3.7 To set fee levels that are market related in line with the College's mission and values.
- 3.8 Learners are ultimately liable for the payment of their tuition fees, whether invoiced or not, including where sponsorship agreements have been approved. The College will seek to recover fees directly from learners, where payment from other approved sources is not forthcoming.
- 3.9 The College reserves the right to pursue defaulters through the courts if deemed necessary and, where applicable, seek to recover any costs thus incurred.
- 3.10 No element of the policy is to change more than once a year except where significant changes in Government policy will impact on the delivery of a programme of study.

4 FEE PRINCIPLES BY CATEGORY OF LEARNER

Category of learner	Fee (including exam fees)	Materials, educational visits or other fees such as PPE
14 – 15 year olds	By individual arrangement See appendix 2	Charged at course level
16 – 18 year olds	Free	Charged at course level for optional additional activities
FE 19+ learners who are fully funded	Free	Charged at course level for optional additional activities
FE 19+ learners who are co-funded*	50% of published unweighted rate as per Learning Aims Reference Service (LARS) rate	Charged at course level for optional additional activities
FE learners who are funded via loans*	100% of published weighted rate as per Learning Aims Reference Service (LARS) rate	Charged at course level for optional additional activities
Apprentices	No charge to apprentices. Charge to employers made in line with national apprenticeship funding guidelines and agreed with each employer in advance	19+ professional body fees (e.g. AAT) to be paid by the learner.
Learners on unfunded programmes	Fees charged – paid in full by the learner	Charged at course level
International learners	Fees charged – paid in full by the learner	Charged at course level
Community Learning	Fees charged – paid in full by the learner	Charged at course level

* The College reserves the right to discount or reduce these fees, which will be authorised by the Chief Operating Officer.

Fees for Higher Education Courses (Only Applies to Existing Home Learners)

Course	Full or Part Time	No of Years	2021/22 Start	2022/23 Start
HNC/HND	Full	1	£4,450	£4,450
HNC/HND	Part	2	£2,325	£2,325

Fees for Courses (International Students)

Length of Programme of Study	Student Fee for International Students without Home Fee Status (ESFA funding) per academic year.
1 year or 2 years	£6,500 for students who require a Student Visa
	£6,500 for students who require a homestay accommodation service
	£8,000 for students who require both a Student Visa and a homestay accommodation service
	£5,600 More Able scholarship fee (up to 30% discount) for students who require both a Student Visa and a homestay accommodation service but have high IELTS & academic scores
Semester (Immersive)	£3,000 flat rate for all students
Term (Immersive)	£2,500 flat rate for all students
IELTS Preparation Course	£235 per week

4.1 For the purposes of fee setting learners will be assigned to one of two main fee groups. A provisional assessment will be undertaken at the point their application is received, to determine whether for fee charging purposes they should be treated as either:

- (a) Home
- (b) International

4.2 If there is any uncertainty, further information may be requested from the learner to determine which group they should be assigned to, for fee charging purposes.

4.3 All materials and other fees are determined at course level and reviewed annually by the Chief Operating Officer.

4.4 The College retains the option to 'market price' courses when and where appropriate, at the discretion of the Chief Operating Officer.

5 PAYMENT OF FEES, INCLUDING TUITION, MATERIALS AND OTHER FEES

5.1 All fees payable to the College will be due at enrolment.

5.2 Course Fees can be paid in one of the following ways:

5.2.1 During main enrolment fees can be paid by:

- (i) bank card (to the enrolment team)

- (ii) electronically via bank transfer
 - 5.2.2 After main enrolment, fees can only be paid by bank card, or electronically via bank transfer.
 - 5.2.3 No cash or cheques will be taken after main enrolment, except very exceptionally and as approved by the Chief Operating Officer.
 - 5.2.4 Invoice to employer – a letter from the employer must be provided at enrolment which must be supplied on company letterhead with a Purchase Order Number.
 - 5.2.5 Instalments – provided that a direct debit is in place and a 20% deposit is paid on enrolment. For those applying for Advanced Learner Loans, a £500 refundable deposit is required if loan is not already in place before the start of the course.
 - 5.2.6 Instalment plans are not available to overseas learners.
 - 5.2.7 The final instalment is to be made three months prior to the completion of the course.
 - 5.2.8 Learners must not have an outstanding balance from previous years or have previously defaulted on payment arrangements.
 - 5.2.9 Learners who withdraw from their programme remain liable for full fees until they formally withdraw and will be charged as described above.
 - 5.2.10 Instalments will be collected starting at enrolment. Any payments that are unsuccessful on the prescribed date of collection will still be collected, following a notice period of seven days from the original scheduled date. Where the College is unable to collect payment, the learner may be asked to leave their programme of study but will remain liable for payment of any outstanding fees.
 - 5.2.11 Instalment plans outside the above terms must be approved by the Chief Operating Officer.
- 5.3 Places on a course are not confirmed until payment has been received.

6 WITHDRAWALS AND REFUNDS

- 6.1 If the College cancels a course then a full refund will be given and no administration fee will be charged.
- 6.2 Students will be compensated for any expenditure they may have incurred prior to the course being cancelled by the College including any travel, accommodation or maintenance costs and any costs that may be incurred where a student is transferred to another provider or course. Such claims must be substantiated by evidence of the costs
- 6.3 All other requests for refunds must be made in writing to the Chief Operating Officer. All refunds are made at the discretion of the Chief Operating Officer.
- 6.4 Refunds are normally only made in the first term and if a student does not attend because of, or withdraws due to, exceptional circumstances, e.g., certified prolonged sickness. Evidence of entitlement to a refund may be requested.
- 6.5 In cases of sickness a full refund may be given less any examination or registration fees incurred by the College, in any other circumstances a minimum non-refundable fee charge of £75 plus any examination and registration fees incurred by the College will be payable.
- 6.6 If a student is withdrawing due to dissatisfaction with the course provision or any other aspect of the College, the complaint will be passed to Quality Department who will investigate in conjunction with the Head of Department and advise Finance on the level of refund to be given.

- 6.7 Each withdrawal is subject to the completion of a withdrawal checklist, encompassing measures to support students to continue studying wherever possible. This is approved by the relevant member of the Senior Management team being passed for processing. Fee adjustments not covered in 3.3 above or exceptional circumstances also fall under Financial Regulation 3.6.6. The CEO Principal shall be required to authorise debt write off where the sum exceeds £5,000 but does not exceed £15,000, having received a report from the Chief Operating Officer.
- 6.8 International Students who have paid full tuition fees in order to receive a Confirmation of Acceptance to Study (CAS) and are subsequently refused a visa by the British Embassy or British High Commission will receive a refund on receipt of the visa refusal letter, less an administrative fee of £250. Evidence of visa refusal will be required by the College.
- 6.9 International Students who have paid a deposit on course fees and have not applied for a visa will receive a refund on receipt of confirmation of their intention to withdraw, less an administrative fee of £250.
- 6.10 International Students who arrive late for full-time EFL programmes as a result of unavoidable delays will be given a proportionate credit for the missing weeks or the credit can be used within 12 months, except for pre-sessional courses. The College has the final decision as to what circumstances constitute "unavoidable"
- 6.11 Refunds in respect of the above must be authorised by the Chief Operating Officer.
- 6.12 Students who transfer to a lower priced course within the first term will receive an automatic refund if a student transfers to a higher priced course the Chief Operating Officer should be consulted as to whether the additional fees are payable.
- 6.13 Examination and registration fees will only be refunded if the College has made no payment of these fees to a third party and then at the discretion of the Chief Operating Officer.

7 EXAM RESIT FEES

- 7.1 Each case will be reviewed on its own merits.

8 CHANGE IN MODE OF STUDY

- 8.1 If a learner decides to change their course or mode of study (for example from part-time to full-time) their fees will be reviewed, and they may be required to pay a different fee. Please note, the College is obliged to report changes to external agencies, for example the Home Office for learners on student study visas, partner universities and the Learner Loans Company. These external agencies have their own regulations which may limit the changes that can be made. This may include changes to:

- (a) Course
- (b) Mode of attendance
- (c) Length of study – increased by repeat years of study
- (d) Withdrawals, terminations, and exclusions

9 APPEALS AND COMPLAINTS

- 9.1 Learners who consider this policy has not been correctly applied or who have a concern about the accuracy of the fee they are being charged, may bring an appeal under the College's Complaints procedure.

10. REVIEW OF FEE POLICY AND CHARGES

- 10.1 The College will review the fee policy annually.

Appendix 1 Higher Education Learner Refund and Compensation Policy

1 Introduction

- 1.1 This policy is part of the College's Learner Protection Plan and reflects our commitment to the learner experience and to supporting our learners to achieve their academic outcomes.
- 1.2 The College Refund and Compensation Policy enables learners to claim compensation from the College following completion of the complaints procedure, where the complaint is upheld or, more rarely, where there has been a material breach of contract. Compensation may take the form of a financial refund, price reduction or repeat provision of service.
- 1.3 Learners who submit a formal complaint through the complaints procedure and who have that complaint upheld, may wish to apply to the College for a refund or compensation (including financial compensation) under this Refund and Compensation Policy. Under the Refund and Compensation Policy, learners can apply for a full or partial refund of tuition fees and a full or partial refund of wider expenses incurred in the course of studying at the College.
- 1.4 The College also has a Tuition Fee policy. This policy does not replace refunds provided by the Tuition Fee policy. Your statutory rights are not affected.

2 Context

- 2.1 This Refund and Compensation Policy sets out the circumstances in which the College will refund tuition fees and other relevant costs to learners. The policy covers situations where the College is no longer able to preserve continuation of study for one or more learners. The policy may also cover situations where there has been disruption to a course of study. The Learner Protection Plan identifies such circumstances as being of low risk. However, should such circumstances arise, this policy sets out how affected learners may, following completion of the complaints procedure, claim a refund of fees and/or appropriate financial or other compensation.
- 2.2 The College considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all learners are able to continue and complete their studies at the College.
- 2.3 The College is not liable for events outside of its control, as set out in the Terms and Conditions of Offer.

3 Explanation of Terms

- 3.1 In this policy a reference to a 'refund' means the repayment of sums paid by a learner to the College or an appropriate reduction in the amount of sums owed in future by the learner to the College. This could include tuition fees or other course costs.
- 3.2 In this policy, 'compensation' means an action taken in recompense for a demonstrable material failing on the college's part in the complete provision of an advertised programme of study. It may take the form of a remedy without a financial element such as an apology or a good will gesture but could also take the form of a discount, a financial payment, or some other form of benefit.
- 3.3 Where in this policy compensation does equate to payment then this will be in respect of a demonstrable and evidential loss being suffered by a learner.

3.4 Learners are advised that in addition to the rights set out in this policy they also have additional statutory remedies under the Consumer Rights Act 2015. This policy is informed by the Consumer Rights Act 2015 (CRA) and the Higher Education and Research Act 2017 (HERA). The College is regulated by the Office for Students and conforms to the requirements set out in the Learner Protection Plan.

3.5 This policy will be reviewed on an annual basis.

4 Refunds or Compensation in the event of change or non-continuation of a programme of study

4.1 In this Policy a reference to the College no longer being able to preserve continuation of study means that the College has terminated or intends to terminate:

- (a) An academic programme of study on which an individual has accepted a place before that individual can enrol as a learner;
- (b) An academic programme of study on which a learner is enrolled before that learner has completed that course;

4.2 In circumstances where the College is no longer able to preserve continuation of an academic programme of study, and learners have already commenced study on that programme, learners may make a claim for compensation where they are forced to withdraw from the College. This will only apply when the College is ceasing to deliver an academic programme of study before registered learners of that programme have completed their studies and where the learner and the College have failed to agree on a suitable alternative programme on which to transfer, at this or another College or with a partner University. Should such a transfer result in additional costs relating to tuition fees or travel costs, learners can also apply for financial compensation in respect of these additional costs.

4.3 The College will always aim to teach learners to the end of their programme even when a decision has been taken to close an academic programme and to cease admissions to it.

4.4 The College considers refunds and compensation to be a remedy of last resort and is committed to ensuring as far as possible that all learners are able to continue and complete their studies at the College.

4.5 The College will ensure that its plan for dealing with the cessation of an academic programme of study includes appropriate provision for communicating with and compensating individuals who have accepted a place (but not yet commenced study) on the programme, to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different programme at the College or seek a suitable alternative.

5 Eligibility

5.1 This policy covers all learners. It covers learners in receipt of a tuition fee loan from the Student Loans Company; learners who pay their own tuition fees; and learners whose tuition fees are paid by a sponsor. In all cases, tuition fees and other costs will only be refunded to the original fee-payer/sponsor (whether Student Loans Company, individual learner or sponsor of a learner).

5.2 This Policy will not apply to individuals who have completed the studies for which they registered as a learner with the College unless, under the Learner Complaints Procedure, they have taken forward a complaint within six months of the end of their registration period, that becomes upheld.

6 Opportunity to Transfer Programme

- 6.1 In the unlikely event of the College not being able to 'teach out' learners on a programme that is being discontinued, learners will be offered the opportunity to transfer to another programme at the College. Where there is not a suitable alternative programme at the College, the College will support learners to transfer to a suitable programme at another UK college.

7 External Review

- 7.1 If a learner remains dissatisfied with the outcome of a claim for compensation under this policy, the learner may be able to apply for a review of the claim by the Office of the Independent Adjudicator for Higher Education (OIA). This is an independent review scheme external to and independent of the College's complaint procedure. The OIA will normally only review issues that have been dealt with through the College's internal procedures.

8 Compensation Plan

- 8.1 The College will put in place a compensation plan relevant to the circumstances of the individual learner or learners that includes provision for compensation in respect of additional costs reasonably incurred by learners as a result of any transfer of programme or cessation of programme of academic study.
- 8.2 The College will also ensure that its plan for dealing with the programme cessation includes appropriate provision for communicating with and compensating applicants who have accepted a place on the programme, to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different programme at the College or seek a suitable alternative.
- 8.3 Enrolled learners, and any applicants who have accepted a place on the relevant programme of study, should also take such reasonable steps, in line with advice given by the College, to mitigate the situation.
- 8.4 Any payments associated with a 'compensation plan' will include appropriate provision for:
- (a) tuition fee costs (to cover tuition fee loans from the Learner Loans Company, self-funded tuition fees or payment of tuition fees from a sponsor);
 - (b) maintenance costs;
 - (c) lost time;
 - (d) travel costs as a result of relocation of provision; and
 - (e) other College-related costs.
- 8.5 Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.

9 Payments

- 9.1 Refunds will only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee or other costs and will not be paid in cash. This applies whether the learner is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

10 Individual Claims Process

- 10.1 Before seeking redress under the terms of this Refunds and Compensation Policy, learners/individuals affected should submit a complaint to the College in accordance with the College's Complaints Procedure.
- 10.2 Upon completion of the procedure outlined in the College's Complaints Procedure, a learner may seek to use the provisions of this policy to seek financial redress if they remain dissatisfied with the outcome. Queries about the application of this policy should be addressed to the Chief Operating Officer.
- 10.3 Claims submitted under the terms of this policy should:
- (a) make it clear that the complaints procedure has been exhausted;
 - (b) set out the impact of the programme change and what steps have been taken to mitigate this.
- 10.4 Upon receipt of a claim under this policy the College will consider the detail of the claim against the factors set out below. A response will be provided within 15 working days.
- 10.5 Factors the College will consider in assessing claims under this policy:
- (a) Whether the College had failed to deliver any specific undertakings that had been given to the learners for the way in which the programme was delivered;
 - (b) Whether there had been a failure by the College to deliver against material information agreed with the learners at the point of acceptance of the offer;
 - (c) Whether a period of prolonged disruption, without sufficient remedial action, has jeopardised the ability of the College to offer guided learning in a manner that ensures learners have a fair and reasonable opportunity to develop appropriate levels of understanding required for the course;
 - (d) Whether there has been a demonstrable loss to the learner;
 - (e) Whether the College followed its own processes in delivering the course;
 - (f) Whether the learner has been affected in relation to a final qualification award, accreditation award or ability to take up a job offer;
 - (g) Whether the learner has met their own responsibility to minimise losses;
 - (h) Whether the learner took up any reasonable adjustments or arrangements that were implemented to mitigate against the loss and, if so, consideration about whether a learner was still disadvantaged despite alternative arrangements;
 - (i) Whether, if a complaint is made due to disruption to a learner's learning experience which is beyond the learner's control, the College communicated with learners adequately throughout the process.

11 Group Claims Process

- 11.1 Where a problem has potentially affected a large number of learners, a separate streamlined process for dealing with groups of complaints efficiently and consistently may be used. This will be consistent with the existing complaints procedure and should this situation arise the College

will make the process clear to learners and ensure that this is fair and proportionate. In the event that a learner would prefer to use the established complaints procedure individually, they will not be prevented from doing so. The College could decide that an issue arising from an individual complaint affects more than just that individual and apply this policy more widely.

- 11.2 The College will consider the factors set out in paragraph 11.1 above in assessing any group claim.
- 11.3 If a learner's complaint is dealt with through this group process rather than the established complaints procedure and any learner is dissatisfied with the outcome, the learner will be offered the option of receiving a Completion of Procedures letter in order to progress a complaint to the OIA.
- 11.4 If learners use the group process and are satisfied with the proposed outcome, this will be in full and final settlement of all claims arising out of the same issue.

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Appendix 2 - Learners Under 16

1 Introduction

- 1.1 The College currently aims to base fees for under-16s on what would have been around the Education and Skills Funding Agency (ESFA) LA national rate had the learner been eligible for ESFA funding.

2 Formulation of Cost

- 2.1 The rates that the College intends to charge schools for learners studying at the college are as follows:
- 2.2 £80.90 per hour for group classroom activities.
- 2.3 £6.90 per hour for part time Infill Rate.
- 2.4 £3,290 per student per annum for full time Infill Rate where the programme GLH upon which the learner is enrolled are greater than 450 GLH.
- 2.5 If learners leave part way through the year then the school/sponsoring body is responsible for continuing to pay the fees for that student to the end of the relevant course of learning. If a learner leaves during the first term, then with the course leaders agreement it may be possible to substitute a new learner.
- 2.6 Transport and additional learning support are all to be paid over and above the tuition fee from the organisation that sends the learner.