



Cheshire College
South & West

Tuition Fees Policy

Key Information	
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1. Key Principles

- 1.1 Cheshire College South & West is committed to a fair and transparent policy in respect of charges made to learners. As far as possible, the College seeks to:
- 1.1.1 set fees that are in line with funding guidance and other relevant agency policy;
 - 1.1.2 set fees that are competitive in the different markets in which the College competes; and
 - 1.1.3 Ensure coherence in fee levels across different funding streams.
- 1.2 This policy is intended to clarify the tuition fee charging principles of the College and explain how tuition fees are recalculated arising from changes in circumstances and the appeals process. It should be used in conjunction with other College policies and procedures, such as withdrawals, complaints procedures and the College enrolment contract, which explains the College's Terms and Conditions. In addition, for Higher Education learners, the Tuition Fee Policy should also be read in conjunction with the Refund and Compensation Policy and the Higher Education Terms and Conditions and Student Regulations.
- 1.3 This policy is reviewed annually and learners 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.
- 1.4 Learners will be required to pay the fees and charges applicable to their course of study and fee charging pattern. Fee levels are determined by the fee regime in force at the initial point of registration, the mode of attendance and the level of study for each period of registration.
- 1.5 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.
- 1.6 The application of this policy to EU learners will be in accordance with the UK governments agreement with the EU.
- 1.7 This policy follows the rules and regulations for eligibility and funding as set out in the ESFA's AEB Funding Guidance.
- 1.8 The College reserves the right to act against learners who fail to pay their fees.

2. Fee Principles by Category of Learner

Category of learner	Fee (including exam fees)	Materials, educational visits or other fees such as PPE
14 – 16-year-olds	By individual arrangement	None
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.
HE learner fees Category of learner Tuition Fees for 2022/23 Full time programmes validated, franchised or accredited by a partner High Education Institute (HEI)* <i>Unless otherwise stipulated within partnership validation documentation.</i>	Fee (including exam fees) £5,995 per year of study (University of Derby) £6,165 per year of study (University of Wolverhampton)	Charged at course level

Category of learner	Fee (including exam fees)	Materials, educational visits or other fees such as PPE
Part time programmes validated, franchised or accredited by a partner High Education Institute (HEI)* <i>Unless otherwise stipulated within partnership validation documentation.</i>	£2,997 per year of study (based on 50% / 60 credits per year)	
Full time Pearson HNC / HND programmes	£5,700 per year of study £2,850 per year of study (based on 50% / 60 credits per year)	
Part time Pearson HNC / HND programmes		
Tuition Fees for 2023/24 Full time programmes validated, franchised or accredited by a partner High Education Institute (HEI)* <i>Unless otherwise stipulated within partnership validation documentation.</i>	£6,165 per year of study (University of Wolverhampton)	
Part time programmes validated, franchised or accredited by a partner High Education Institute (HEI)* <i>Unless otherwise stipulated within partnership validation documentation.</i>	£2,997 per year of study (based on 50% / 60 credits per year)	
Full time Pearson HNC / HND programmes	£5,700 per year of study	
Part time Pearson HNC / HND programmes	£2,850 per year of study (based on 50% / 60 credits per year)	
*Partner HEIs include: - The University of Derby - The University of Wolverhampton		
Learners on unfunded programmes	Fee charged – paid in full by the learner	Charged at course level
International learners	Fee charged – paid in full by the learner £8,500	Charged at course level
Community Learning	Fee charged – paid in full by the learner	Charged at course level

(Table 1: Fees by Category of Learner)

* The College reserves the right to discount or reduce these fees, which will be authorised by ELT
±Applies to individuals that are resident in areas of England outside of the devolved authority areas

- 2.1 If learners are registered on a part-time, HE programme they will be charged based on the number of credits being studied. The fee rate is determined by the cohort year.
- 2.2 If learners are enrolled on a non-accredited course funded via Recognising and Recording Progress and Achievement (RARPA), the charges will be as follows:

Learner Status	Fee
UK/Irish or Pre-Settled/Settled status under the EU Settlement scheme	£50 per term
International	£300 per term

(Table 2: RARPA Fees)

- 2.3 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:
- 2.3.1 UK/Irish or Pre-Settled/Settled status under the EU Settlement scheme
- 2.3.2 International
- 2.4 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.

- 2.5 All materials and other fees are determined at course level and reviewed annually by the Chief Financial Officer and Director of Information & Planning.
- 2.6 Where there is no co-funding of learners the College retains the option to 'market price' courses when and where appropriate, at the discretion of the Executive Leadership Team.

3. Fee Liability

Liability point	Start Date	End Date	Liability	Refund
Liability 0 (L0)	Date of Enrolment	Within 14 days after date start Midnight	0%	100%
Liability 1 (L1)	01/10/2022	03/01/2023 Midnight	25%	75%
Liability 2 (L2)	04/01/2023	16/04/2023 Midnight	50%	50%
Liability 3 (L3)	17/04/2023		100%	0%

(Table 2: HE Learner Fees Liability)

Liability point	Start Date	End Date	Liability	Refund
Liability 0 (L0)	Date of Enrolment	Within 14 days after date start Midnight	0%	100%
Liability 1 (L1)	Date of Enrolment	Within 25% of completion date of course	25%	75%
Liability 2 (L2)	Date of Enrolment	Within 50% completion date of course	50%	50%
Liability 3 (L3)	Date of Enrolment	After 50% duration of course	100%	0%

(Table 4: Non-HE Learner Fees Liability)

4. Payment of Fees, Including Tuition, Materials and Other Fees.

- 4.1 All fees payable to the College will be due at enrolment, except the balance for large trips costing more than £250.
- 4.2 The College does not accept payment via the Enhanced Learning Credits (ELC) scheme.
- 4.3 Course Fees can be paid in one of the following ways:
- 4.3.1 During main enrolment fees can be paid by:
- (a) bank card (to the enrolment team); and
 - (b) cash or cheque to the finance team; and
 - (c) electronically via bank transfer
- 4.3.2 After main enrolment, fees can only be paid by bank card to the finance team, or electronically via bank transfer.
- 4.3.3 No cash or cheques will be taken after main enrolment, except very exceptionally and as approved by the Chief Financial Officer or Finance Manager.
- 4.3.4 Invoice to employer – a letter from the employer must be provided at enrolment which must be supplied on company letterhead.
- 4.3.5 Instalments – provided that a standing order or direct debit is in place.
- 4.3.6 Fees between £150 and £599 are paid in 3 equal instalments.
- 4.3.7 Fees between £600 and £999 are paid in 4 equal instalments.
- 4.3.8 Fees over £1,000 are paid in 5 equal instalments.

- 4.3.9 The first instalment is made on enrolment and the final instalment is made prior to the completion of the course.
- 4.3.10 Learners will not be allowed to enrol unless all fees and balances outstanding have been paid in full for prior years.
- 4.3.11 Learners who withdraw from their programme remain liable for full fees until they formally withdraw and will then be charged as described.
- 4.3.12 Instalment plans are not available to overseas learners, employers or learners without a UK bank account.
- 4.3.13 Instalments will be collected on the first working day of each month. 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.
- 4.3.14 Instalment plans outside the above terms must be approved by the Chief Financial Officer or the Finance Manager.
- 4.3.15 All instalment plans must be completed within the academic year to which the course relates.
- 4.4 The College will ensure that the learner and/or learner's sponsor are given prompt notification of fees due and arrangements for payment prior to enrolment onto the course.
- 4.5 The learner and/or their sponsor are responsible for the prompt payment of all fees due, as per agreed payment arrangements.
- 4.6 Defaults on payments are treated seriously and will lead to withdrawal of college services.
- 4.7 All financial advice relating to payment of fees and charges will be made by the College Finance Team, with reference to this policy. No responsibility will be accepted by the College if financial advice or guidance is requested from or given by any other member of college staff.
- 4.8 The College will refer unpaid accounts to external agencies to pursue payment and reserves the right to pursue any unpaid debts through the County and/or High Courts if necessary.
- 4.9 The College reserves the right to prevent any learner from enrolling on a course if they have any outstanding unpaid tuition fees
- 4.10 Places on a course are not confirmed until payment has been received.

5. Fees paid by Sponsor / Employer

- 5.1 All sponsors are required to provide proof of sponsorship as follows, prior to the learner being enrolled on the course. Acceptable forms are as follows:
 - 5.1.1 Official Purchase Order;
 - 5.1.2 Letter on official headed paper signed by an authorised signatory.
- 5.2 If the Sponsor does not provide the required evidence, the learner will be liable for the payment of fees due at enrolment.
- 5.3 The College is unable to set up direct debit payments from a sponsor's or employers bank account.
- 5.4 If the sponsor is not paying the full amount, the learner must pay the shortfall in full at enrolment. If the amount owed by the learner is greater than £150, they can apply to pay their contribution instalments (*see section 4 above*).

- 5.5 All invoices issued to sponsors must be paid in full within 30 days of the date of issue; otherwise, the learner may be withdrawn from the course.
- 5.6 Should employers or sponsors fail to pay invoices for tuition fees, the learner will become personally liable for the full amount of any outstanding fees.
- 5.7 Learners remain personally responsible for the payment of any fees in respect of trips and materials.

6. Advanced Learner Loans

- 6.1 Learners aged 19 and over, not eligible for other means of funding, and are studying a qualification at level 3 or above, can apply to the Student Loans Company (SLC) for a loan to help them with the cost of their course.
- 6.2 Loans are not means tested and are available to eligible learners. On receipt of an application, the Student Loans Company is responsible for assessing whether a learner is eligible. Cheshire College South & West takes no part in assessing a learners' eligibility for an advanced learner loan.
- 6.3 Learners may take a loan out for up to the maximum of their course fees from the student loans company (SLC), who then makes payments monthly on their behalf. (www.gov.uk/apply-online-for-student-finance)
- 6.4 Any learner who does not take out a loan that is sufficient to cover their tuition fees in full must pay any difference arising at enrolment. If the amount that they owe is greater than £150, they can apply to pay their contribution by instalments (*see section 4 above*).
- 6.5 Any learner as set out in 6.1 who decides not to take out a loan but to pay the fees themselves or via sponsorship, will be required to pay the sum equivalent to the loan amount which would have been due. If the amount that they owe is greater than £150, they can apply to pay their contribution by instalments (*see section 4 above*).
- 6.6 Learners must provide a copy of the loan acceptance letter at the point of enrolment, by way of proving that the SLC will be meeting the loan payments.
- 6.7 Learners who are late in applying and are intending to pay with a loan and do not have a loan acceptance letter, must pay an element of the total fee due at the point of enrolment (*see section 4 above*). They must also sign a direct debit mandate or setup a standing order to pay the remainder by instalments, in accordance with the instalment arrangements set out in section 4, above. Once confirmation of the loan has been received by the College, any amounts paid (including instalments) will be refunded.
- 6.8 Any learner who withdraws, or is withdrawn for whatever reason, from their course of study, and whose payments from the Student Loans Company cease, will be liable to the College for the balance owing, and will therefore be invoiced, with the balance payable immediately (*see section 3 above*).

7. Bursary Funding

- 7.1 The College administers five funds on behalf of the ESFA, the focus of all funds is to support learners who would face a financial barrier remaining or continuing in education. Funds are limited; therefore, applications will only be approved if sufficient funds remain available.
- 7.2 In exceptional circumstances 19+ learners can apply for help with tuition fees and exams fees. Learners can only apply for tuition fees support if they are applying for a Level 1 or 2 (*funded*) course, and their household income is below £26,100.
- 7.3 Learners eligible for an Advanced Learning Loan cannot receive help towards tuition costs.
- 7.4 Learners who are late in applying and do not have a bursary acceptance letter, must pay an element of the total fee due at the point of enrolment (*see section 4 above*). They must also sign a direct debit mandate or setup a standing order to pay the remainder by instalments, in accordance with the instalment arrangements set out in section 4, above. Once confirmation of the bursary has been received, any amounts paid (including instalments) will be refunded.

8. Apprentices

8.1 Responsibilities of the Employer

- 8.1.1** It is the responsibility of the employer to provide us with sufficient information to enable the College to draw up the contract between the employer, the apprentice, and the College.
- 8.1.2** This will include such details as:
 - 8.1.2.1** whether the employer is a levy payer or a non-levy payer;
 - 8.1.2.2** whether the employer is classed as “small” or not (less than 49 employees including any apprentices);
 - 8.1.2.3** whether the apprentice has any learning difficulties or disabilities;
 - 8.1.2.4** whether the apprentice is in care or a care leaver;
 - 8.1.2.5** Please note that this list is not exhaustive and is for indicative purposes only.
- 8.1.3** It is the responsibility of the employer to ensure that they are registered with the Digital Apprenticeship Service (DAS), whether levy or non-levy, if applicable, and to ensure that the details that it contains are kept up to date. If an employer fails to register for the DAS within 42 days (6 weeks) of the apprentice starting, they will become liable for the tuition fees in full or the apprentice will be withdrawn from training.
- 8.1.4** It is the duty of the employer to ensure that any deadlines are complied with, and for completing any necessary paperwork.
- 8.1.5** The College cannot be held responsible for any errors or omissions in anything provided by the employer in good faith.
- 8.1.6** The employer who employed the apprentice at the point of initial sign up is responsible for the apprenticeship fee.

8.2 Levy Payers

- 8.2.1** All employers with a total pay bill more than £3 million per annum are required to pay the apprenticeship levy. The employer may use their digital levy account to meet the fee agreed with the college.
- 8.2.2** If the fee exceeds the maximum funding band for the qualification, then the employer will make up the difference between the maximum funding that can be drawn down from the digital levy account and the actual fee, and will be invoiced accordingly
- 8.2.3** If a levy-paying employer does not have sufficient funds in their digital levy account, they will have to make a 5% co-investment (plus any difference between the maximum fee that the digital levy account would fund and the actual fee) towards the costs of training the apprentice and will be invoiced accordingly.

8.3 Non-Levy Payers

- 8.3.1** Any employer with a total pay bill of less than £3 million per annum will not be required to pay the apprenticeship levy and will receive government funding towards the cost of training an apprentice.
- 8.3.2** All employers are required to make a 5% co-investment towards the costs of training the apprentice.
- 8.3.3** However, the employer is not required to make a co-investment if all the following conditions are met:
 - 8.3.3.1** To have on average 49 or fewer employees in the year prior to the apprentice being recruited;
and

- the apprentice is aged between 16 and 18 on the date on which the apprenticeship starts (or is aged 15 if the apprentice's 16th birthday is between the last Friday of June and 31st August); **or**
- the apprentice is aged between 19 and 24 on the date on which the apprenticeship starts and has either:
 - an Education, Health and Care (EHC) plan provided by their local authority; **or**
 - has been in the care of their local authority as defined in the funding rules.

9. Refunds

- 9.1 If a course is cancelled due to low numbers, the College will aim to contact all enrolled learners at least 3 working days before the course is due to start. Refunds in full are automatically issued on cancelled courses.
- 9.2 If a learner withdraws from their course after starting, their fee is still due until they have formally withdrawn, following the protocol described earlier.
- 9.3 Higher Education learners are referred to the Refund and Compensation Policy (see Appendix 1)
- 9.4 The College reserves the right to prevent any learner from enrolling on a course if they have any outstanding unpaid tuition fees.
- 9.5 No refund will be paid if the learner or apprentice is withdrawn under College disciplinary procedures.
- 9.6 No other request for refund will be entertained.
- 9.7 The Corporation of the College will not be liable for the refund of fees to learners, or any other financial penalty should classes be cancelled due to war, fire, strike, lock-out, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond its control.

10. Procedure for Exam Resit Fees

- 10.1 The College has a separate procedure for exam resit fees.

11. Change in Mode of Study

- 11.1 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 UKVI for learners on Tier 4 visas, partner universities and the Learner Loans Company for learners with loans that are defined as UK/Irish or Pre-Settled/Settled learners under the EU Settlement scheme. These external agencies have their own regulations which may limit the changes that can be made. This may include changes to:

- 11.1.1 course;
- 11.1.2 mode of attendance;
- 11.1.3 length of study – increased by repeat years of study; and
- 11.1.4 withdrawals, terminations, and exclusions.

12. Other Institutional Partners

- 12.1 The Terms and Conditions relating to fees if a learner is on a higher education franchised programme will be those of the relevant partner university unless they specifically refer to this policy as part of those terms and conditions.

13. UK Anti-Money Laundering Laws

- 13.1 In accordance with UK anti-money laundering laws, payments made by anyone other than personally by the learner cannot be refunded to the learner, but must be returned to the remitter, except in the case of payments made by cash or banker's draft, in which case the refund will be made by bank transfer. If payment was split between more than one payer any refund will be made in the same proportion as the original split. In the case of a learner transferring to another UK college, the refund will be paid directly to the new institution.

14. Appeals and Complaints

- 14.1 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

15. Review of Fee Policy and Charges

- 15.1 The College will review the fee policy annually.

Appendix I 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 while 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 can 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 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:
- 4.1.1 An academic programme of study on which an individual has accepted a place before that individual can enrol as a learner; and
 - 4.1.2 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 can 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 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 Learner 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 Learner 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. The Dean of Higher Education can advise on this.

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:
- 8.4.1 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);
 - 8.4.2 maintenance costs;
 - 8.4.3 lost time;
 - 8.4.4 travel costs as a result of relocation of provision; and
 - 8.4.5 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 considered 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 Learner 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 Dean of Higher Education in the first instance.
- 10.3 Claims submitted under the terms of this policy should:
- 10.3.1 make it clear that the complaints procedure has been exhausted;
 - 10.3.2 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:
- 10.5.1 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;
 - 10.5.2 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;
 - 10.5.3 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;

- 10.5.4 Whether there has there been a demonstrable loss to the learner;
- 10.5.5 Whether the College followed its own processes in delivering the course;
- 10.5.6 Whether the learner has been affected in relation to a final qualification award, accreditation award or ability to take up a job offer;
- 10.5.7 Whether the learner has met their own responsibility to minimise losses;
- 10.5.8 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;
- 10.5.9 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 many 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. If 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.