



## General Terms and Conditions / Tuition Fee Policy

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## Contents

1.	Introduction .....	3
	Purpose .....	3
	Scope .....	3
2.	Principles .....	3
3.	Applications: the importance of providing true and complete information .....	4
4.	Offers, Enrolment and Registration in your first academic year. ....	4
5.	Fee status .....	5
6.	What is Covered in Tuition Fees .....	6
6.1	Additional Charges .....	6
7.	Payment of tuition fees .....	6
8.	Other Fees, Fines and Charges .....	7
9.	Undergraduate Fees paid by Student Loans Company (SLC) .....	8
10.	Sanctions .....	8
11.	Registration in subsequent academic years .....	9
12.	Suspicious Payments and Fraud.....	10
13.	Refund of fees .....	10
13.1	Withdrawal and refunds.....	10
13.2	Grounds on which the College may terminate your registration as a student.....	11
13.3	Changes to courses and discontinuing courses. ....	11
14	Credit control .....	13
15	Notices.....	15
16	Your rights once you have registered as a student.....	15
17	Lost or damaged academic work .....	16
18	No liability by either party for matters outside their control .....	16
	Full time students .....	16
	Part time students .....	17
19	Higher apprenticeships.....	18
20	Communications .....	18
21	Complaints.....	18
22	Changes to these Terms and Conditions .....	19

## 1. Introduction

### Purpose

To set out the framework within which West Suffolk College (WSC) will set fees and fines for 2023/25, whether paid by students, employers, sponsors, the Student Loans Company or Education and Skills Funding Agency and deals with the collection and chasing of monies due to West Suffolk College ("the College").

### Scope

This policy is applicable to all new and continuing students on college courses unless covered by their awarding institution's policy. If you accept your offer for study at WSC, you agree that these terms apply to your relationship with the College.

## 2. Principles

- 2.1 The fees that the College charges for the courses it provides are set each year by the Finance Committee considering the requirements of government legislation and of the funding agencies.
- 2.2 The Finance Committee will review the Fees Policy on an annual basis and will recommend any changes to the College's Corporation for approval.
- 2.3 Where the government and/or funding agencies propose a change in policy which will significantly change the existing level of tuition or other fees, such changes will be reported at the earliest opportunity to the Finance Committee. Finance Committee will consider the impact on this policy and approve any changes required. Transitional arrangements may be made to minimise the risk of a significant rise in fees causing a subsequent significant decline in the level of student enrolments.
- 2.4 Course fees will be published annually usually by June each year on West Suffolk College website. Course fees should include all tuition fees, assessment materials and awarding body registration and examination fees. Any additional or incidental costs will be listed on the website.
- 2.5 Retakes of modules (where approved through University Assessment Boards) to continue a course will be charged at the applicable fee in addition to the course fee. Fees for professional bodies are not included in the tuition fee. All components of fees will be listed separately on the course landing page.
- 2.6 It is a requirement under consumer protection guidance that students on higher education courses are made aware in advance in a clear and unambiguous way of all the costs, such as for materials and trips, that will be incurred by studying a particular course at the College. These will be set out clearly on the relevant course and tuition fee pages of the website and students and prospective students should contact the College if they have any questions on this Fee Policy.
- 2.7 Course tuition fees are set annually for new entrants to higher education courses and would apply for the anticipated 'standard' duration of a student's programme; the anticipated duration is set out on the landing page of each course on the College website. The College will not increase annual fees for students continuing the same programme of study.

**2.8** For those fees that are regulated by Government legislation future increases will be no more than is permitted under the legislation.

**2.9** The College has several regulations which you must comply with:

- General Regulations (**“General Regulations for Students”**) which apply to all students.
- Awards Regulations which are specific to the Award for which you are studying.
- Disciplinary regulations (**Student Disciplinary Policy**). The potential consequences of failing to comply with college regulations are normally explained in the regulations themselves but where there has been a significant disciplinary breach these powers and procedures will be used and can include permanent expulsion from the College.
- Fees and charges regulations (**Tuition Fee Policy**).

### **3. Applications: the importance of providing true and complete information**

**3.1** In applying to the College, you must take reasonable care to ensure that all the information you have given is true, complete, and accurate. If you do not take reasonable care to ensure the accuracy, completeness and truth of the information, the College may terminate your application and withdraw any offer of study. Whether you have taken “reasonable care” depends on all the circumstances, and you will have the opportunity to provide an explanation. If you disagree with the College’s decision to terminate an application or withdraw an offer of study, you may lodge an appeal.

**3.2** An application must be made in one of the following ways:

- Undergraduate & HNC/D Full Time courses via UCAS Service
- Undergraduate & HNC/D Part Time courses via College’s online Application Service

### **4. Offers, Enrolment and Registration in your first academic year.**

**4.1** An offer will be made by the College in one of the following ways:

- Undergraduate Full-Time courses via UCAS Service
- Undergraduate & HNC/D Part Time courses via College’s online Application Service

**4.2** The offer will set out any academic and non-academic conditions you are required to meet before you can commence a course of study with us. If you do not meet the conditions, the College is not obliged to admit you as a student.

**4.3** If you wish to accept an offer from the College, you should inform us of this by communicating your acceptance via the following methods:

- Undergraduate Full-Time courses via UCAS Service
- Undergraduate & HNC/D Part Time courses via email to [universitystudiesadmissions@wsc.ac.uk](mailto:universitystudiesadmissions@wsc.ac.uk)

- 4.4** Once you have accepted the offer, if you meet the conditions of the offer, you will be entitled to register for the academic year set out in the offer. In accepting an offer, you are entering into a legally binding contract with the College. You must comply with any conditions of registration set out in the offer, in these terms and conditions, and in the General Regulations.
- 4.5** You must register at the designated session notified to you by the College or (with the written agreement of the College) and in any event no later than the second week of the Course. If you are offered a place during the second week of the Course, you must enrol within 7 calendar days of the date of the offer. In certain circumstances, fees may be payable for late registration as explained in the Tuition Fee Policy referred to below.
- 4.6** If you cannot or do not register for the academic year set out in the offer you shall not be entitled to enrol for this or any other academic year (although you may make a fresh application for admission in a later year of study, which will be considered on its merits in the usual way). You may ask the College to agree to defer your place to the next year, provided such request is in writing, but this shall be at the College's discretion, taking account of all relevant circumstances including the College's legitimate staffing, financial, regulatory, and academic requirements.
- 4.7** You may not be permitted to register if:
- 1) You fail or have failed to meet the academic or non-academic conditions of the offer made to you.
  - 2) Between accepting an offer and registration, further information becomes available which, in the reasonable opinion of the College, indicates that it would be inappropriate for you to be on your course, you are not fit to study or if you are joining a course which has professional accreditation that you are not fit to practise that profession. Students and prospective students with disabilities should contact [universitystudiesadmissions@wsc.ac.uk](mailto:universitystudiesadmissions@wsc.ac.uk) with any queries about the arrangements to study. The requirements of fitness to study are subject to the College's obligations under the Equality Act 2010 and are set out in the Fitness to Study Policy.
  - 3) You do not pay your tuition or other academic related fees in full when they are due or plan for payment that are acceptable to the College before registration. Fees are due within 28 days of receipt of a fees invoice. The College provides a range of instalment plans in respect of payment of fees.

If you consider that the grounds on which the College has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the relevant appeal or complaints policy

## **5. Fee status**

- 5.1** College fees are normally payable annually.
- 5.2** Currently, students qualifying for Home fee status generally include those from the UK and eligible non-UK EU nationals (if you are unsure about your fee status, you should check with the relevant student finance award agency). Students from the Channel Islands

and Isle of Man are usually classified as international students and so charged tuition fees at the international rate.

**5.3** For more detailed information, refer to the UK Council for International Student Affairs (UKCISA) website at [www.ukcisa.org.uk](http://www.ukcisa.org.uk)

## **6. What is Covered in Tuition Fees**

The fee covers all charges for registration, tuition, examination, graduation, a, but not fees for late registration, late or change to module enrolment, re-examination fees, nor fees for examinations taken overseas (where permission has been granted). Certain courses incur additional expenses (for example, for field work or field courses) and the College provides detail of additional costs on the website.

### **6.1 Additional Charges**

You may incur additional charges if you require re-assessment, are late in registering, make late changes in your modules, are late in making payments, extend the period over which you make payments, require a replacement student card, or your cheque/direct debit fails to be paid. Charges are also made for additional copies of transcripts, replacement parchments, providing letters confirming your registration as a student, and courier delivery.

## **7. Payment of tuition fees**

**7.1** Students are informed of fees as part of the pre-contractual material information on the College website.

**7.2** Fees for all courses are payable on enrolment. Students must either:

- pay in full / pay the first instalment and set up a payment plan for the balance.
- bring a purchase order for the full amount from their employer confirming that their employer will pay their fees.
- provide proof of having applied for or confirmation of a tuition fee loan from the appropriate loan company e.g. Student Loan Company.
- or sign a declaration that they are applying to the appropriate loan company, e.g. Student Loan Company, for their fees.

**7.3** Where students are self-funding their higher education course, they, or their sponsor (e.g. an employer) will be invoiced shortly after the commencement of the course, all students and/or their sponsors will be invoiced for fees for all enrolled modules, irrespective of the semester in which the module will be studied together with any additional costs.

All invoices are payable to the College within 30 days.

- Fees cannot be paid in cash. Fees should be paid by the following methods:
- Bank transfer to West Suffolk College bank account (as indicated on the invoice)

- Online via credit/debit card – Visa, MasterCard, Visa Purchasing, accepted.
  - Direct Debit or Recurrent Payment (Home and Home EU Students Only see 36 below)
  - By post, using a cheque drawn in GBP (£ Sterling) on a British bank, made payable to “West Suffolk College”.
- 7.4** Self-funding students may opt to pay their tuition fees by Direct Debit. A College signed and completed Direct Debit mandate form should be submitted in person to the University Studies Student Hub or email to [universitystudies@wsc.ac.uk](mailto:universitystudies@wsc.ac.uk) immediately after enrolment. Payment of fees by this method will be in eight (8) equal monthly instalments, scheduled to ensure that the fees are paid by the end of May for September starters and by the end of September for January starters.
- 7.5** Part-time students studying in one semester only will have their payment period shortened as appropriate to ensure fees are fully paid by the end of the study period.
- 7.6** Students who are sponsored to attend a course will be required to provide a purchase order, where this is required by their sponsoring organisation, prior to commencing their course. The purchase order should be submitted in person to the University Studies Student Hub or by email to [universitystudies@wsc.ac.uk](mailto:universitystudies@wsc.ac.uk).
- 7.7** If fees are only part-paid by an employer or sponsor, the balance of fees will be invoiced to the student shortly after the commencement of the course.
- 7.8** Students remain personally responsible for the payment of any additional fees in respect of trips, residentials and materials.
- 7.9** Should employers or sponsors fail to pay invoices or otherwise disclaims responsibility for tuition fees, students will be held personally liable for the value of any outstanding fees. Students are therefore responsible and advised to ensure that any fee to be paid to the College by a sponsor is paid in full and on time as failure to pay by the due date will be subject to the Credit Control procedure below.
- 7.10** If an overpayment is made against the total annual tuition fee amount then the credit balance arising may be used to offset any outstanding debt or invoice on the student's accounting in due date order.
- 7.11** All payments made to and from the College in respect of fees, fines and other charges must be made by pounds sterling and any current conversion cost or other charges in making a payment or processing a refund shall be borne by the student or the third party making or receiving the payment and shall not be deductible from the amounts to the College.

## **8. Other Fees, Fines and Charges**

- 8.1** Throughout the academic year including holiday periods, miscellaneous charges may be applied to the student's account. Invoices may be issued for these charges. Most commonly they are library fines, replacement book charges, and fees for exam re-sits. Such charges should be paid by the due date. Non-payment will result in the debt being pursued in accordance with our debt procedure below.
- 8.2** If a student uses or borrows equipment from the College, they are responsible for ensuring that it is not damaged and returned to the College in good condition. If the equipment is not so returned, the student is liable and will be required to make good the loss or damage.

## **9. Undergraduate Fees paid by Student Loans Company (SLC)**

- 9.1** Undergraduate students who expect all or part of their fees to be paid by the SLC must apply for funding prior to each year of study.
- 9.2** University Studies at the College will be notified by the SLC of students that have been approved for a tuition fee loan. The SLC will pay fees directly to University Studies at the College in instalments in line with confirmed attendance dates throughout the academic year.
- 9.3** It is the student's responsibility to ensure that SLC funding is in place prior to the start of the course in each academic year. Until funding is secured tuition fees will be the personal responsibility of the student who will be chased for payment (see section headed "Credit Control" below).
- 9.4** Students who are suspended or under appeal may have their funding from the SLC suspended.
- 9.5** You are responsible for entering the correct programme and fee information when applying to the SLC for support. Applications for support must be made for each year of study for the correct course, course year and amount. We strongly encourage you to apply for student loan funding well in advance of the start of the academic year.
- 9.6** If you have not provided University Studies at the College with evidence of your application to the SLC for a fee loan and have not otherwise paid your tuition fees or confirmed sponsorship, USWSC may terminate your registration.
- 9.7** The SLC will normally provide loan funding for a first undergraduate degree for the number of years' duration of the programme plus one (1) year. You will be personally liable for any additional years of study, or for any years of study that may not be funded by the SLC due to previous study at another institution.
- 9.8** If your application for funding is rejected by the SLC after you have commenced your course of study, you will be immediately liable for all outstanding tuition fees. Students receiving late notification from the SLC of rejected applications should contact USWSC as soon as possible to discuss their options.
- 9.9** If you are in receipt of a maintenance loan from the SLC, the first instalment will normally be released to you 3-5 working days after USWSC submits a registration confirmation and never prior to the first day of teaching. For new students, USWSC will submit registration confirmation after evidence of attendance at induction week. For returning students, USWSC will submit registration confirmation after completion of online re-enrolment for the coming academic year.
- 9.10** You should make provision for a short gap between the start of your course and the receipt of any maintenance loan or grants to which you are entitled. If you experience a delay in receiving maintenance loan funding, leading to difficulties attending scheduled classes or engaging with your studies, you should immediately contact [universitystudiessupport@easterneducationgroup.ac.uk](mailto:universitystudiessupport@easterneducationgroup.ac.uk).

## **10. Sanctions**

- 10.1** Where there are any delays in the payments of tuition fees (30 days from date of invoice) and where those students cannot show reasonable cause and give a



satisfactory assurance as to payment, the College may determine an appropriate sanction. Sanctions may include:

- suspension of the student's IT and Library account,
- denial of the opportunity to sit examinations or to have assignments assessed.
- denial of access to other facilities:
- exclusion from further study at the College. In special circumstances a student so excluded may be readmitted on the authority of the Executive Dean on payment of all outstanding fees and debts to the College together with an administration charge.

**10.2** Any students who owe tuition fees will not be allowed to re-register at the start of the next academic year and will not be permitted to graduate. A notification will be sent to students to inform them of the situation. Please note this usually only applies to tuition fee debt; no student will be precluded from participation in their course for any other outstanding fees, for example: nursery costs.

**10.3** No degree, diploma or other qualification shall be conferred upon students who have not paid their tuition fees or any other aspect of academic debt e.g. library fines to the College.

## **11. Registration in subsequent academic years**

**11.1** Once you have successfully registered in your first year, you are entitled to enrol for the subsequent academic year or session provided that:

- You do not have outstanding debts to the College in respect of tuition fees and have not been suspended from the College. The College at its discretion may permit you to enrol despite the fact you owe the College money and enrolment should not be considered proof that no money is owed or that any outstanding debt will not be enforced.
- You remain fit to study, subject to the College's duties under the Equality Act 2010; students with disabilities should contact the Student Support Service with any queries about the arrangements to study.
- You have made satisfactory academic progress in accordance with your Award Regulations, which may include your eligibility for meeting specific assessment requirements for study abroad, overseas experience, placement, or year in industry opportunities.

**11.2** Your right to re-enrol is subject to your compliance with the General Regulations

**11.3** Once re-enrolled following an approved break in studies, there will be a change in your Terms and Conditions from those in place on your initial registration. You will be required to accept these as part of your re-enrolment.

**11.4** If you withdraw from your course or take a break from your studies your tuition fee will be reduced as outlined in Section 18.

**11.5** In certain circumstances, fees may be payable for late registration. If you do not re-enrol within 2 calendar months of your enrolment date and you have not applied to take time out of your studies, your registration may be terminated at the discretion of the Executive Dean of HE.

- 11.6** If you consider that the grounds on which the College has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the relevant appeal or complaints policy as detailed in 21 below.

## **12. Suspicious Payments and Fraud**

- 12.1** In the event of suspicious financial activity identified by the College team, the College reserves the right to contact the student (associated by student ID number) and verify or request further details to assist with the investigation of the payments.
- 12.2** It is the responsibility of the College to report any suspicious or potential fraudulent payment activity to the local police or Action Fraud or any other related body.
- 12.3** The College will monitor all incoming payments and will investigate where multiple credit and debit cards are being made using the same student ID but with differing cards and cardholder names.
- 12.4** The College reserves the right to refuse a payment that it believes is fraudulent (e.g. an excessive number of attempts at payment or where the College has reasonable grounds to suspect impropriety or fraud. The College also reserves the right to return the funds to the originating source. These funds will not be applied to the associated student account. This will result in the balance remaining outstanding and due for payment.
- 12.5** This policy approach by the College is to protect both the College and the Student.

## **13. Refund of fees**

### **13.1 Withdrawal and refunds**

- If a course is closed during the academic year, or provision is withdrawn by University Studies at the College and a suitable alternative course or delivery method is not available, or where a student chooses not to accept the alternative course, then a full refund of all fees paid for the year in which the course is closed will be made. (Refer to Student Protection Plan).
- Refunds resulting from closure of a course or withdrawal of provision by University Studies at the College will normally be made automatically to students within 28 working days of the withdrawal of such provision.
- In all other circumstances, students who withdraw from their course within the first two weeks of the start date of the academic programme will not be liable for any fees due and will receive a full refund of any contribution to fees paid direct to University Studies at the College. It is the responsibility of the student to submit a withdrawal request form to University Studies at the College prior to the end of the second week of course commencement. Failure to do so will result in withdrawal fees being charged in accordance with the liability points below.
- Students who withdraw from their programme of studies or who have an agreed absence, after the end of the second week, remain liable for a percentage of the fees for the remaining academic year as set out below. Any students thinking of withdrawing should discuss this with their Course Leader and HE Support Tutor.

### 13.2 Grounds on which the College may terminate your registration as a student.

- The College may terminate your registration if you do not pay your tuition fees in full when due. This will be 28 days from the invoice date or other date that may be advised to you as part of an instalment arrangement.
- The College may terminate your registration if a decision is taken to permanently expel you in accordance with our Disciplinary procedures. Such disciplinary decisions may relate to breaches of college regulations and policies, including for example decisions relating to:
  - ❖ academic performance.
  - ❖ fitness to study and/or to practise.
  - ❖ engagement with your course, including attendance; or
  - ❖ where your behaviour represents a risk to the health, safety or welfare of yourself or others.; or
  - ❖ any breach of UKVI Immigration Regulations; or
  - ❖ any other serious breaches of the General Regulations.
- On your withdrawal you are entitled to an adjustment to your fees in accordance with the Tuition Fee Policy.
- On your withdrawal you are required to return your student identification “Student” card, together with all property owned by the College. You must pay all outstanding fees immediately.
- Your withdrawal does not end the College's powers in relation to a breach of its General Regulations for Students, provided that the alleged breach of the Regulations relates to your time as a student.
- Termination of your registration will mean that the College will have no further obligations to provide you with a course, assessment or the award of a degree or other qualification, or with access to the College's facilities. If you consider that the grounds on which the College has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the relevant appeal or complaints policy.

### 13.3 Changes to courses and discontinuing courses.

- The College will always endeavour to keep any changes to courses to a minimum and to keep you informed appropriately. However, some changes, for example to courses, facilities or fees may become necessary due to legitimate staffing, financial, regulatory, and academic reasons.
- If we are proposing to make changes to the course you are studying which are “substantial”, we will invite your views on the proposed changes before we decide whether to proceed. After seeking your views and considering your response together with those of other affected students, we will decide whether to proceed as proposed, or to proceed with a modified proposal. You will be informed of the outcome and given the opportunity to discuss the implications of any change on your studies and of any options available to you.

- In exceptional circumstances changes may be made to the course you are studying in consultation with student course representatives rather than individual students affected and you will be informed of the outcome and given the opportunity to discuss the implications of any change on your studies and of any options available to you.
- However, we will only make “substantial” changes to your course in the circumstances set out below. Substantial changes are changes which involve:
  - ❖ A decision to close or discontinue a course.
  - ❖ A decision to discontinue or add a core or compulsory module.
  - ❖ A decision to make significant changes to the physical location where courses are taught.
  - ❖ A decision to make significant changes to the method by which a course is taught or assessed.
  - ❖ A decision to merge two or more courses or similar major restructuring of a degree programme.
- We might be obliged to make such changes for reasons outside our control, for example:
  - ❖ Where the government or regulatory body (for example a professional body which makes regulations governing the eligibility of graduates to enter a profession) introduces new requirements or otherwise obliges us to implement changes.
  - ❖ Where the government, funding council or other public body that provides funding changes the funding available to your course or the department providing your course in a way which makes the continuation of the course unviable.
  - ❖ Where the government requires national or local lockdowns or imposes other restrictions designed to control the spread of COVID-19 or other viruses
- If it becomes necessary for the reasons set out at paragraph 13 to make substantial changes at any stage before or during your studies, you will be informed by email. Printed materials are accurate at the time of publication. Any changes to the printed materials will be made to the online version and applicants are strongly advised to consult this prior to application.
- If you are an applicant to a course, you will be notified immediately of any substantial change likely to have a bearing on your application. If a Course is substantially varied from the description for reasons other than circumstances beyond the University's control the College will explain what the changes are and if you do not wish to accept the substantial changes the College will do all that it can reasonably do to provide a suitable replacement programme. In the event of withdrawing an application from the College you may cancel the contract and withdraw without any liability for fees. If a decision is made to close or discontinue

your proposed course the College will do all that it can reasonably do to provide a suitable replacement programme. You are entitled to withdraw from the programme and, in the case of applications through UCAS all necessary amendments will be made to enable you to make an additional choice of course. In the event of withdrawing an application from the College you may cancel the contract and withdraw without any liability for fees.

- If your studies have commenced, you will be entitled to withdraw from your Course by telling the College in writing. Such withdrawal does not prevent you from pursuing any other remedies that you may have, for example under the complaint's procedures, to the Office of the Independent Adjudicator or through the courts.
- Further provision is made below, in the exceptional event of a course being cancelled once you have commenced your studies. Nothing in those paragraphs affects your rights as a consumer.
- ❖ If in exceptional circumstances the College discontinues your Course, or combines it with others, the College will do all it reasonably can to plan to allow you to complete the Course. Equally exceptionally, this may include planning for you to complete the Course at a different institution. However, this will not require the College to pay the different institution tuition fees that are substantially more than the Fees you have been charged or are due to be charged for the part of the course that has yet to be provided. Details are given in our [Student Protection Plan](#).
- ❖ If, having commenced a course, it is cancelled or substantially varied from the original description for reasons other than circumstances beyond the College's control the College will do all it reasonably can to provide a suitable replacement programme. If you do not wish to accept the replacement programme, you are entitled to withdraw from the programme. In the event of such withdrawal the College shall make an appropriate refund of course fees and make a compensation payment which would consider maintenance costs and the duration of study. More detail can be found in the [Student Protection Plan](#).

## **14 Credit control**

- 14.1** The College provides standard 30-day credit terms to students and their sponsors. All invoices generated by the College will therefore be due for payment within 30 days from the date of invoice.
- 14.2** Credit facilities will not normally be offered to International Students who will be required to pay a £3,000 deposit. The remaining balance will be invoiced upon enrolment and payable within 30 days from the date of invoice. Students requiring a visa (Tier 4) must pay their deposit before a Confirmation of Acceptance of Studies (CAS) can be issued. This deposit is refundable at the discretion of the College, less a £100 administration charge.
- 14.3** Variation of the standard credit terms is at the sole discretion of the Head of Finance, and this will normally only be considered upon receipt of a written request.

- 14.4** Undergraduate fees payable by the Student Loans Company (SLC) on behalf of students will be paid directly to the College by the SLC and when applications are approved no chase action as outlined below will apply.
- 14.5** Any debt unpaid by a sponsor will revert to the student and the student will be subject to the chase actions and sanctions outlined below.
- 14.6** Debts will be routinely chased once they fall outside of the standard College credit terms.
- 14.7** Chase action will normally take the form of a series of standard letters or emails, together with telephone calls and other messages in the intervening periods.
- 14.8** Chase action correspondence with students will advise of the services available through Student Support, who can provide guidance and support with handling debts.
- 14.9** The Finance Department will contact University Studies to discuss individual cases of non-payment of students' fees to ensure effective communication of all relevant information surrounding the debt. All students should keep the Finance Department informed of any circumstances that may lead to a delay in the payment of fees.
- 14.10** All debt chasing actions will be logged on the College finance system against the relevant account. This will include unsuccessful attempts to contact the debtor.
- 14.11** The Finance Department may exceptionally establish individual approved payment plans with self-funding students to clear outstanding debts over a reasonable period. This will be within the current academic year. Normal chase actions will cease if payments are received in line with the agreement, although regular statements will still be sent.
- 14.12** If a debt remains outstanding after the chasing actions outlined above, and no separate agreement has been agreed with the Finance Department, it shall be referred for an individual case review. The case review may lead to the imposition of sanctions against individual students, which escalate as follows:
- suspension of the student's IT and Library account:
  - denial of the opportunity to sit examinations or to have assignments assessed.
  - denial of access to other facilities:
  - exclusion from further study at the College
  - not being allowed to re-register at the start of the next academic year and being permitted to graduate.
  - no degree, diploma or other qualification being conferred upon students.
  - referral to an external collection agency. Any costs associated with this referral will be added to the outstanding debt.
  - legal action to recover the debt. Any costs associated with this action will be added to the outstanding debt.
- 14.13** A minimum of 7 working days written notice of the application of the above sanctions will be given to the student. Notice of this will also be sent to the University Studies Office.

- 14.14** Employers under a Higher Apprenticeship Scheme are ultimately liable for apprentices' tuition fees in accordance with the Skills Funding Agency rules. For further information please refer to the Skills Funding Agency (SFA) guidance and the apprenticeship agreement signed between the employer and the College.

## **15 Notices**

Any notice given under these terms and conditions must be given by email. Students are reminded of General Regulation to be able to respond to any notice within 48 hours of it being made available to them. The College accepts that short term illness may impact a student's ability to respond in this timeframe. The main form of communication with students is via email using students' College email accounts.

The College will send any notice to you by email to your college address and may additionally send it by post to your term-time or your home address as appropriate.

Notice to the College should be sent via email to [universitystudies@easterneducationgroup.ac.uk](mailto:universitystudies@easterneducationgroup.ac.uk). You must keep your contact details up to date on the College student Information System "Online Services Portal" (General Regulation)

- 15.1** The College will need to process data relating to you, in accordance with the Data Protection Act 2018 and General Data Protection Regulation. This includes essential processing that is necessary for the administration of your studies and to ensure the College can support your safety and wellbeing.
- 15.2** Your attention is drawn to the Student Privacy Notice. The Student Privacy Notice explains the ways in which we will process your personal data, including when we might disclose certain types of personal data to third parties such as the Student Loans Company, Professional Bodies, Office for Students, UK Visas and Immigration/the Home Office, and others. Where it is necessary for the College to process your personal data in ways not included in the Student Privacy Notice we will inform you as required by current data protection law.
- 15.3** If we fail to insist or delay our insisting that you comply with any of your obligations under these terms (including enforcing any sums due to us), this will not mean we have waived any of our rights against you. This means that we would still retain the right to enforce the obligations concerned, despite our delay or failure to enforce the terms.
- 15.4** These terms and conditions and the relationship between you and the College shall be governed by English law and you and we both agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 15.5** The College holds public liability insurance and employer's liability insurance which covers the College's legal liabilities for those for which they have care, custody, and control. In normal circumstances students on placement activity will be covered by the placement provider's insurance.

## **16 Your rights once you have registered as a student.**

Once you have registered as a student the College shall:

- Abide by the requirements of these terms and point out terms which may be deemed surprising or important.
- Provide you with the tuition and learning support appropriate for your Course (including appropriate infrastructure such as IT, library and teaching space facilities) with reasonable care and skill.
- Make every effort to deliver your Course as described in the relevant marketing materials for the appropriate academic year subject to any changes expressly agreed with you. Examine and/or assess you in accordance with your Award Regulations and the specific academic regulations applying to your course and confer any degree or other academic awards to which you are entitled.

Make available formal University Studies / College policies, including regulations, codes of practice and guidelines, within which your Course will be delivered.

## **17 Lost or damaged academic work**

- 17.1** You are strongly advised to keep your own electronic backups and hard copies of all course and assessed work. If it is not possible to keep a backup (for example of original artwork), a detailed photographic record should be kept instead.
- 17.2** The College (and its officers, employees, or agents) cannot accept responsibility, and expressly excludes liability, for the loss or damage of any copies of your academic work (coursework or assessment) before it has been submitted. Coursework that is not submitted or is incorrectly submitted or is submitted late may be subject to a mark penalty; you should retain copies of submitted work as in certain circumstances you may be required to provide additional copies. The effect of non-submission or late submission is set out in more detail in the guidance on the submission of coursework for assessment.
- 17.3** Submitted coursework is retained as detailed in this same guidance.

## **18 No liability by either party for matters outside their control**

Neither party shall be liable to the other for any loss arising from matters outside the party's control which could not have been foreseen or prevented even if the party had taken reasonable care. This includes (but is not limited to), strikes or other industrial action (within the College or at third parties), staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic of disease, or failure of public utilities or transport systems.

### **Full time students**

#### **September Start Courses**



Liability point	Charge
<b>After two weeks of the course start date</b>	25% of total tuition fee payable
<b>After 7 January</b>	50% of total tuition fee payable
<b>After 4 April</b>	100% of total tuition fee payable

### Part time students

Students studying year-long modules should refer to the full-time liability points above.

Module Start Month	25% of module fee	50% of module fee	100% of module fee
<b>September</b>	After 2 weeks of the module start date	After 2 November	After 30 November
<b>January</b>	After 2 weeks of the module start date	After 8 March	After 5 April

- 18.1** All students must notify University Studies at the College of their confirmed withdrawal from their course. The date this is submitted will be used to calculate fee liability or determining whether a refund is due.
- 18.2** Students withdrawing or intercalating after the end of the second week, but before an application has been submitted to their relevant funding body for a tuition fee loan may not be eligible to receive any funding from the SLC and may therefore be personally liable for any fees due. Students who have applied for tuition fee loan funding from the relevant UK funding body should be aware that any reduction in tuition fees charged by the College is notified directly to the relevant UK funding body. There will be a corresponding impact on the maximum tuition loan that is permitted.
- 18.3** For students with Home Status transferring to another higher education institution before the end of the academic year (or any period of study for which a tuition fee is paid) no refund to the tuition fee applies in respect of the remainder of the academic year (or period). The College has the authority to allow an ex-gratia adjustment as it sees fit.
- 18.4** Students must not intentionally overpay their tuition fees and related charges and costs to circumvent any government regulation or restriction. Refunds are not processed against individual receipts where there is an overdue balance on a student account but are applied to an outstanding balance and the College is not able to act as a clearance account and must abide by money laundering regulations.
- 18.5** If course delivery is disrupted by circumstances beyond the College's control (by, for example: war, health and safety constraints, the transmission of diseases, fire, strike, lock-out, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond its control), the College will provide you with as much notice as practicable and will take all reasonable steps to minimise any resultant disruption. For

example, by modifying the delivery of the course from face-to-face to online delivery, or by offering the opportunity to move to another course within the College or another provider, or we may activate our Student Protection Plan. As such University Studies at the College will not be liable for the refund of fees to students (or their sponsors) or any other financial penalty.

## **19 Higher apprenticeships**

**19.1** For students studying higher apprenticeships, the cost of training will be agreed between the apprentice's employer and the College.

**19.2** Where students withdraw or intercalate the employer will be charged tuition fees according to the individually agreed liability points detailed in the agreement between the College and the apprenticeship employer.

Employers are ultimately liable for fees that are agreed with the College more than the Education and Skills Funding Agency (ESFA) fee caps.

These fees more than the fee caps are not eligible to be paid out of the levy and will be invoiced directly to the employer.

For further information please refer to the Education and Skills Funding Agency (ESFA) apprenticeship guidance.

## **20 Communications**

In the event of a query relating to this policy please contact us on 01284 716281 or on [universitystudiesadmissions@wsc.ac.uk](mailto:universitystudiesadmissions@wsc.ac.uk)

## **21 Complaints**

**21.1** The College has complaints procedures for use by any student or prospective student who wishes to make a complaint about matters which are the responsibility of the College. The College is committed to dealing with complaints promptly and fairly with an appropriate remedy, if upheld in accordance with the College's procedures.

**21.2** In the case of prospective students, the complaints procedures can be found in the:

- Admissions Appeals & Complaints Policy

**21.3** The College procedures for dealing with complaints by registered students are published on the college website/Canvas as follows:

- Non-academic complaints
- Academic appeals and complaints

**21.4** If you have a complaint, you should seek to resolve the matter informally by taking it up as quickly as possible with the person(s) who are most directly involved if at all practicable in an informal manner. This may involve contacting the HE Admissions Team

if you are an applicant, or your course tutor, another member of the academic staff or other appropriate person, if you are a registered student.

- 21.5** If you remain dissatisfied following the process of informal resolution, you may take up your complaint formally through the appropriate Complaints Procedure. The Procedures also explain the circumstances in which you may complain to the Office of the Independent Adjudicator for Higher Education.
- 21.6** If you are a registered student, you are encouraged to seek the advice of the Support Team when making a complaint. Registered students and prospective students may also seek advice from other sources, for example Citizens Advice Bureau, Law Centres or solicitors.
- 21.7** The College also has public interest disclosure “whistleblowing policies” for students and for students who are also workers at the College.

## **22 Changes to these Terms and Conditions**

We may vary these terms if there are changes to the relevant laws or changes in the regulatory requirements placed on the College.