

# Higher Education Fees, Refund & Compensation Policy

*Integrity, Supportiveness*



**Our Mission Statement**

To inspire learners to recognise and achieve their full potential

**Our Beliefs and Values**

Excellence, Passion, Team Work, Integrity, Innovation,  
Sustainability, Valuing Others and Supportiveness

**UNIVERSITY CENTRE SPARSHOLT**

The *Higher Education Fees, Refund & Compensation Policy* approved by the Board of Governors in May 2018 and is the current version.

Equality Impact Assessment	
Member of Staff responsible for Policy oversight & review  Assistant Principal, Higher Education	Located: College Website
	College Intranet
	Andover and Sparsholt Receptions
	Andover and Sparsholt Student Support
Date of next scheduled review:	June 2020

**UNIVERSITY CENTRE SPARSHOLT**  
*Integrity, Supportiveness*

**Higher Education Fees, Refund & Compensation Policy**

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## **Higher Education Fees, Refund and Compensation Policy**

### **1. Tuition Fees and Accommodation**

#### **1.1 Fees – General Rule**

Students have a statutory right to a cooling-off period to withdraw their application for a place at University College Sparsholt (UCS) within 14 calendar days of their first date of attendance (as recorded on their attendance record). Withdrawals during the “exempt liability period (as defined below) will not incur any liability for fees.

No charges will be made for applications withdrawn before the commencement of the course (excluding International Students who should refer to the International Tuition Fees Deposit Refund Policy).

Subject to the above, the liability for annual tuition fees in respect of all students undertaking a full or part-time Higher Education or Master’s Degree is as follows:

- students who withdraw from the course within the exempt liability period, or for distance learning students within the first two weeks of completing course registration, will not be liable to pay tuition fees, with the exception of international students who have paid a non-refundable deposit in which case that deposit will be forfeit. This is dependent upon receipt of a completed online withdrawal form by UCS. The last date of attendance will be the date UCS is notified of the student’s withdrawal on receipt of the online withdrawal form;
- students who withdraw before the end of their “first liability period” (as defined below) will be liable for 25% of the annual tuition fee. This is dependent upon receipt of a completed online withdrawal form by UCS. The last date of attendance will be the date UCS is notified of the student’s withdrawal on receipt of the online withdrawal form. This notification must be received prior to the commencement of the “second liability period” (as defined below) in order for the student to incur no further financial liability;
- students who withdraw during the second liability period will be liable for 50% of the annual tuition fee. This is dependent upon completion of an online withdrawal form by UCS. The last date of attendance will be the date UCS is notified of the student’s withdrawal on receipt of the online withdrawal form. The notification must be received prior to the commencement of the “third liability period” (as defined below) in order for the student to incur no further financial liability; and
- students who withdraw during the ‘third liability period’ will be liable for the full year’s fees.

The liability periods referred to above are as follows:

Exempt liability period	1 <sup>st</sup> year undergraduates - induction week and week 1	17 Sep 18– 30 Sept 18
	2 <sup>nd</sup> & 3 <sup>rd</sup> year undergraduates - teaching weeks 1 & week 2	24 Sept 18- 7 Oct 18
	Post-graduates induction week and week 1	24 Oct 18 – 7 Oct 18
First liability period	1st year undergraduates teaching weeks 2 to 12, plus Christmas break	1 Oct 18– 6 Jan 19
	2nd & 3rd year undergraduates – teaching weeks 3 to week 13 plus Christmas break	8 Oct 17 – 6 Jan 19
	Post-graduates	8 Oct 17 – 6 Jan 19
Second liability period	Term 2 teaching weeks plus Easter break	7 Jan 19–23 Apr 19
Third liability period	Term 3 teaching weeks 1-xx and assessment period, including vacations and 2 <sup>nd</sup> attempt assessment period	24 Apr 19–15 Sep 19

## 1.2 Fees - Undergraduate Students

Undergraduate students who choose to take a Student Loans Company tuition fee loan towards any amount of their fees will become liable for payment of annual tuitions fees at three liability dates, which will correspond to the term start date for that student's course as follows:

- exempt liability period: no liability if a student withdraws within the exempt liability period;
- first liability period: 25% of the annual tuition fee will become payable two weeks (including Induction Week if applicable) after the start date for the first teaching term of the course;
- second liability period: 50% of the annual tuition fee will become payable on the start date of for the second teaching term 2 of the course; and
- third liability period: 100% of the annual tuition fee will become payable on the start date of the third teaching term of the course. This will include any part of the fee in respect of any assessment period for the course and/or the subsequent vacation period (which may include a second assessment attempt).

### **1.3 Fees - Postgraduate students**

No refund will be made to a postgraduate student who pays the full tuition fee for an 18-month Postgraduate Master courses at the commencement of the programme but who then withdraws during the third liability period in the first academic year of study, unless:

- the student leaves prior to commencing the dissertation element of the course, where a refund for the 60 credit dissertation will be made. See further the above table for the relevant liability period dates;
- refunds relating to tuition fee loans will be administered as indicated above; and
- refunds for unit/credit fees will be applied as above.

### **1.4 Fees - Supplementary**

All refunds that fall due will be refunded, where possible, using the original method of payment. Card payments will be refunded to the original card; bank transfers will be refunded to the account that was originally debited.

If a student is of UK/EU or international fee status and the payment of tuition fees was split between more than one payee, the tuition fee and any refund due will be made in proportion to the original split. However, if a student receives a UCS Bursary, the full bursary granted will contribute towards the tuition fee due, before any self-fees and respective refunds are made to a student.

If a Crown Dependency student (students from the Bailiwicks of Guernsey or Jersey or the Isle of Man) withdraws or suspends studies and the student is part self-funded and part funded by the relevant Crown Dependency, then the student/parent contribution to fees will always be used first.

Students who wish to temporarily suspend or withdraw from their studies should notify their tutor and complete the online withdrawal form. Students can suspend their studies with the agreement of the Head of Department. Full details can be found at HE Withdrawal & Suspension of Studies policy at <https://www.sparsholt.ac.uk/policies-reports> and only when this official request has been received will the withdrawal be processed and UCS records amended. The official date of withdrawal or suspension of studies date will be the date UCS is notified of the student's withdrawal by the student's completion of the online withdrawal form.

UCS will recalculate students' tuition fees when they transfer course in the same mode of study or suspend from their programme of studies, based on the liability periods and annual fee charged. See the above table for the liability period dates. Tuition fees are not recalculated when students are suspended from a unit, or units, of studies.

Cancellation of a course by UCS will generate an automatic full refund of any fees/deposits paid in advance.

Where student fees are paid through a sponsor, the student will remain liable for the payment of fees should the sponsor cease paying following withdrawal.

Where a student is excluded from a course they will be charged tuition fees up until the week of their exclusion date.

### **1.5 Accommodation**

Where a student elects to leave accommodation in UCS halls of residence but continues on their course, they remain liable for the full cost of their UCS accommodation payable under their contract unless and until a replacement can be found.

Where a student withdraws from a course or takes a study break they will be liable for UCS accommodation fees for up to 7 days from the date of withdrawal.

Where a student is excluded from accommodation they will be charged UCS accommodation fees up until the week of their exclusion date.

## 2. Compensation

### 2.1 Course Cancellation

In the event of cancellation of a course prior to enrolment, a student who has confirmed the college as their first choice on UCAS, will be entitled to compensation for course related additional expenses (<https://www.sparsholt.ac.uk/university-centre/additional-costs/>) incurred in anticipation of enrolment. The applicant will be required to provide evidence of purchase for the purchases and compensation will be limited to those items listed for the relevant course “Additional Course Related costs”.

Sparsholt College, incorporating UCS, has been established over many years and has consistently demonstrated strong financial and academic health which means that the overall risk of it cancelling a course is very low: historically this has never happened within the delivery of a course. UCS will normally “teach-out” existing students to ensure that they are able to complete their programmes.

In the event of cancellation of a course where continuation of study is not possible and the student opts to transfer to another provider, UCS will provide proportionate, reasonable and fair compensation to cover additional:

- fees that are incurred as a result of the transfer;
- travel and accommodation costs that are incurred as a result of the transfer;
- course related expenses (directly related to the course of study) that would not have been incurred if continuation of study had been possible at UCS; and
- childcare costs incurred as a result of the transfer.

In these circumstances, UCS will also continue to provide bursary support for any student already in receipt whilst at UCS.

Liability for additional fees, transport, accommodation and additional course related expenses will be limited to the number of years of study outstanding at the point of transfer from the course that the student was enrolled on at UCS.

In the event of cancellation of a course where continuation of study, or transfer to an another provider is not possible, UCS will provide a proportionate, reasonable and fair refund for course fees, travel, accommodation costs, additional course related costs and childcare costs that have been incurred during the:

- first year of study when cancellation occurs within year one;
- second year of study when cancellation occurs within year two but in this case will also award a Certificate of Higher Education (CertHE, 120 credits); and
- third year of study when cancellation occurs within year three but in this case will also award a foundation degree (FdSc, 240 credits).

In these circumstances, UCS will also:

- compensate the student for any demonstrable and reasonable maintenance costs whilst engaged in study as a registered student of UCS, during the year in which cancellation occurred. However, any general living expenses and related costs that would have been incurred if the student had not attended UCS will be taken into account and deducted from any amount paid;
- compensate for 'lost time' during the year within which cancellation occurred with liability limited to the minimum wage (current at the time of cancellation) per hour for an academic year of 30 weeks and 40 hours per week
- provide compensation for the loss of a quantifiable and definite opportunity if it can be demonstrated that a student, for example, had a job offer that was dependent upon completion or completion within a certain time period.

If UCS is unable to facilitate the continuation of study then it will also refund the tuition fees that it has been paid for the uncompleted qualification, on the basis that if:

- students are in receipt of a tuition fee loan from the Student Loans Company then repayment will be made to the Student Loans Company;
- students have paid their own tuition fees then refunded fees will be paid directly to them;
- a sponsor has paid the tuition fee then the refunded fees will be paid directly to the sponsor;
- tuition fees have been paid by a combination of the above, refunded fees will be paid pro-rata.

## **2.2 Complaints**

Following any complaint – proportionate, reasonable and fair compensation to be paid by mutual agreement with student or in compliance with OIA recommendation.

For further details see Complaints & Feedback policy - Higher Education at <https://www.sparsholt.ac.uk/policies-reports>.

### **3. Appeal Procedure**

Appeals will be dealt with through the HE Complaints Policy – For further details see Complaints & Feedback policy - Higher Education at <https://www.sparsholt.ac.uk/policies-reports>