

# Fees Refunds and Compensation Policy

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#### 1 Introduction

This Policy sets out Oxford Business College's (the College) approach to tuition fees and refunds for its own taught programmes. The College's intent is to ensure it provides financial information that is impartial to all prospective and enrolled students.

### 2 Purpose

The purpose of this Tuition Fee, Refunds and Compensation Policy is to provide clear and transparent guidelines for students, staff, and stakeholders of the College regarding the management and administration of tuition fees, the conditions under which refunds may be granted, and the process for seeking compensation.

## 3 Scope

This Policy enables the College to reflect changes in the funding methodology and be more responsive to the needs and expectations of the student market regarding fees.

Fees are set annually by the College's Finance Committee, which reports to the Board of Governance.

The College may increase its Tuition Fees on an annual basis. Students who have already paid fees will not be asked to pay more in order to complete the course they have enrolled on if the fees increase.

As part of good customer care, the College is obliged to give students an opportunity to reclaim their fees by way of refund, within predetermined criteria. This policy sets our criteria whereby the College will consider and provide a refund of fees where the criteria are met.

# 4 Aims and Objectives

This policy aims to ensure that students understand their financial obligations, the circumstances in which they may be eligible for a refund, and their entitlement to compensation, should it become necessary. The policy is aligned with the regulatory requirements of relevant UK bodies, including the Office for Students, and supports the College's commitment to delivering a high-quality education experience while maintaining fairness and consistency in its approach to tuition fees and related matters.

#### 5 Tuition Fees

Unless they are in receipt of a scholarship or bursary, students are liable for tuition fees from their course start date (not including any 'cooling off period' see Section 8) until they cease being a student, either by virtue of completing the course or by withdrawing from their programme of study.

If the student or their sponsor fails to pay their tuition fees in a timely manner, the College reserves the right to withdraw the student from their programme of study. The individual programme withdrawal process is outlined in each student programme handbook.

Should a student wish to leave the College before the end of their programme of study, the student is responsible for notifying the College in writing of their intention to withdraw (or take a leave of absence). If the student does not contact the College, they will remain enrolled on the programme and are thus liable to incur costs which could equate to the full year of tuition. The individual programme withdrawal process is outlined in each student programme handbook.

Requests to take a leave of absence from your studies or withdraw from a programme are not confirmed until the College has approved the request. The date of withdrawal or leave of absence will be used for tuition fee charging and refunding purposes.

If you wish to enrol on the course and expect the Student Loans Company to pay a tuition fee loan on your behalf, but do not have a loan approved at the point of enrolment, you will be personally responsible for ensuring your tuition fee is paid.

The College will issue a tuition fee invoice directly to you and payment of fees will remain your responsibility until such a point that your tuition fee loan is approved.

# 6 Students who are in receipt of Student Loans Company funding

If a student agrees to take out a Tuition Fee Loan from the Student Loan Company (SLC), but then changes their mind, they are responsible for paying the loan amount for up to the latest point of liability (first day of each term), back to the Student Loans Company. Students should ensure they have read the terms and conditions of their student funding package.

The processing and awarding of student finance is independent of the College. Any payments made to a student or to the College on behalf of the student are made in line with the student's loan agreement with the Student Loans Company.

Should a student lose entitlement to some or all of their Tuition Fee Loan during or after they have left their course, the responsibility for payment of the tuition fee will revert back to the student.

## 7 Student Loans Company Tuition Fees & Maintenance Loans Eligibility

Detailed below are the eligibility criteria for loans via the Student Loans Company which cover both Tuition (the course fees) and Maintenance (to cover living costs) loans.

English or EU full-time or part-time students can apply for a Tuition Fee Loan. The loan is paid directly to the College. You must pay it back.

Full-time Student Tuition Fee Loan – Up to £6,165

Part-time Student Tuition Fee Loan – Up to £4,625

UK students and migrant workers can apply for a Maintenance Loan for living costs. You may have to give details of your household income. The loan is paid directly into your bank account at the start of each term. You must pay the loan back.

Current eligibility for who qualifies for funding can be found at the following address: <a href="https://www.gov.uk/student-finance/who-qualifies">https://www.gov.uk/student-finance/who-qualifies</a>

You will only get student finance if you are doing your first higher education qualification. This is true even if your previous course was self-funded. However, you may still get it if, for example;

- 7.1.1 You change course.
- 7.1.2 You leave your course but decide to start again.
- 7.1.3 You are 'topping up' a higher education qualification, e.g. you have finished an HNC, HND or foundation degree and now want to do an honours degree.

# 8 Information for students who wish to pay their fees in instalments

The College offers self-funded students the opportunity to pay their fees in instalments across the length of their programme of study, in accordance with the partner university and college finance policy. Instalment dates may vary depending on the start date of the programme. Students should note that some partner universities, such as the University of West London (UWL), require self-funded students to arrange payment plans directly with the university, and Oxford Business College (OBC) cannot facilitate tuition payments in such cases.

Any instalment plan must be agreed upon by both the University and College. If you wish to pay in instalments, you must notify the College at the admission stage to discuss available payment options, which are subject to the partner's approval.

Once confirmed, this arrangement will be included in the Confirmation of Acceptance of Studies Letter to students. Please be aware that the College is only able to collect payments where the partner policy permits it. Additionally, students cannot use maintenance loans to pay tuition fees.

## 9 Information on tuition fees paid by a third party sponsor (not SLC)

If another sponsor (e.g., an employer) is contributing towards some or all of your tuition fees, in order for the College to invoice the sponsor, we request that at the point of enrolment you provide the Finance Manager with a signed and dated letter on official letterhead, confirming the following:

- 9.1 The student's full name and the name of the course that is being paid for.
- 9.2 The academic year to which the sponsorship applies.
- 9.3 The exact value of tuition fees the sponsor is agreeing to contribute.
- 9.4 The name and address to which the College should send the invoice.

Any third-party sponsor must be aware that the College expects the agreed fee to be paid in full within 30 days of receipt of the invoice.

If the sponsor fails to pay the tuition fee on behalf of the student, payment of the tuition fee will be the responsibility of the student.

## 10 Cooling Off Period

You have 14 days to cancel your agreement with the College after you have completed the Acceptance of a Place Form found on the College website. This is called the 'cooling off' period. If you decide to cancel within 14 days of accepting your place on the course, you will receive a refund for any fees you have paid.

If you wish to cancel your course, you must complete a Cancellation of Place Form found on the college website.

If you are self-funded and have paid fees for a course you intend to join, you will have 14 days from when you accept the offer to cancel the course. During this cooling off period the College will refund any payments you have made within 20 days. If you wish to receive a refund, you must provide written confirmation of your wish to cancel using the Cancellation of Place Form.

#### 11 Refunds

Any request for a tuition fee refund must be made in writing to the College Registrar.

The College will only consider claims for refunds of tuition fees where:

A student who has already paid cancels their place within the 'Cooling Off' period (see Section 10).

- 11.1.1 A student withdraws from their course of study.
- 11.1.2 The College terminates a student's course of study.

- 11.1.3 The College is no longer able to deliver a student's course of study.
- 11.1.4 A student has made an overpayment.

If you withdraw from your course or are required to withdraw by the College (termination) after the 14-day cooling off period, you may be entitled to a tuition fee refund. The College will confirm the official date of withdrawal/termination. Calculation of your refund entitlement will depend on your withdrawal/termination date and how you are funded.

Date of Withdrawal	% Of tuition fee due	% Of tuition fee due if
	from SLC	Self-funded or
		sponsored.
Day 0-14	0	0
Day 15	25%	25%
After the start of term	50%	50%
2		
After the start of term	100%	100%
3		

Refunds are not paid in cash and will only be made to the original source. Where the tuition fee is paid by Student Loan Company (SLC), the College will make a refund to the SLC. Where the tuition fee is paid directly by the student, a refund will be made to the student's account from which the money was paid to the College. Where the tuition fee is paid by an external sponsor, a refund will be made to that sponsor.

Your refund may not be approved if you are withdrawn due to a serious breach of the College's Student Code Of Conduct And Student Disciplinary Policy or Academic Misconduct Policy. You may also be denied a refund if you have failed to adequately engage with the College through adequate attendance and/or assignment submissions after receiving official College warnings in accordance with the College's Attendance and Engagement Policy.

# 12 Compensation

Where the College has to enact its student protection plan there may be implications for student finance arrangements. The College incorporates provisions within its annual budget for the potential repayment of tuition fees and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified.

If a student feels they have been disadvantaged because of any significant material change listed in the Student Protection Plan, they can apply for compensation through the College Concerns and Complaints Process. Each application will be responded to with an individual evidence-based assessment.

The College will consider compensation claims for:

- 12.1.1 Additional travel costs for students affected by a change in the location of their course.
- 12.1.2 Commitments to honour student scholarships or bursaries.
- 12.1.3 Maintenance costs and lost time in the unlikely event that it is not possible to preserve continuation of study.
- 12.1.4 Tuition and maintenance costs where students must change course or provider.

All compensation claims are considered in context, and consider:

- 12.1.5 What mitigation the College has already put in place to satisfy the complaint.
- 12.1.6 The contract with the student, and how much of the contract is unfulfilled.

Decisions about how much compensation is appropriate are taken on a case-by case basis. The College always aims to satisfy a complaint and refund claims at the earliest stage possible. This early resolution culture extends to compensation claims.

#### 13 Sanctions

If you do not pay your tuition fees on time as agreed, the College may:

- 13.1.1 Restrict access to its premises and facilities.
- 13.1.2 Suspend or terminate your registration.
- 13.1.3 Report you to credit agencies and, if applicable, to Student Finance England

#### 14 Withhold certification

If a student fails to pay fees by the end of study, the College will do all it can to find a resolution. If none can be found, the case will be brought to the Managing Director who will seek restitution of fees in accordance with the contract signed by the student on enrolment. The student's welfare will remain a priority and the student may be referred to the College Counsellor if required.

The College will follow a standard credit control process to seek recovery of fees due, including contacting the student by email, telephone or in person to secure settlement. The following steps may then be taken:

The College will negotiate a payment plan with the student over an agree period of time. Full payment of fees must be made before any reference to course completion or certification is released.

The student may agree a payment plan with OBC, or it could be arranged through legal representatives, on a case-by-case basis. Any legal costs incurred will be added to the fees the student owes.

If fees remain unpaid after an agreed extension period, the College will not issue an award to the student and may initiate legal recovery of debts outstanding.

In all instances, students who are unable or unwilling to pay outstanding fees should maintain very good lines of communication with the College to increase the chances of reaching an amicable resolution.