MORLEY COLLEGE LONDON

Fees and Refunds Policy

POLICY OWNER:	Chief Financial Officer
FINAL APPROVAL BY:	Governing Body
Policy Category:	Student
Approved by Policy Committee:	09 June 2023
Approved by Governing Body:	17 July 2023
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1. INTRODUCTION AND PURPOSE

1.1. The Fees and Refunds policy determines the basis for fees, charges and refunds to students. It provides clarity on the circumstances where some students may not be required to pay fees or charges, the conditions under which the College will issue refunds of fees and charges already paid, and the scope for compensatory payments.

1.2. The aim of this policy is to ensure that:

1.2.1. The College has a fees policy that is fair, equitable and clear, to ensure tuition fees and associated charges are based upon robustly calculated methods and that revenue is optimised.

1.2.2. Any barriers to participation presented by tuition fees and associated charges are mitigated as much as possible by providing flexible payment options and/or assisting learners to access appropriate financial support to meet the cost of these.

1.2.3. The College can respond flexibly to market forces and government policy, and comply with fee guidance issued by the Education Skills Funding Agency (ESFA), Greater London Authority (GLA), and the Office for Students (OfS).

2. MORLEY COLLEGE LONDON IN CONTEXT

2.1. The College seeks to generate appropriate course fee income to cover the cost of delivering courses in accordance with relevant current guidance and the College Pound Plus Policy and to support the financial sustainability of the College.

2.2. The College has until recently been operating within the context of reducing further education budgets for adults. This operating environment has led to an expectation of a greater contribution towards the costs of education and training from individuals and employers, particularly for intermediate and higher-level skills. This has led to the introduction by the government of Advanced Learner Loans for students aged 19 or older studying accredited courses at Level 3 and some Level 4 (Advanced Level). Since 2017/18, the College has delivered Higher Education (HE) provision (Level 4+) funded from fees, mostly supported by HE loans.

2.3. The College has an Equality and Diversity policy and ensures that arrangements for fees, charges and refunds are consistent with this.

2.4. The College administers student support funds and bursaries to provide financial help to students whose access to, or completion of, education or training is inhibited by financial constraints or barriers. This student support and bursaries are funded in part from the College's core funding as well as from donations to the College. Many courses also offer concession fees.

3. POLICY STATEMENT

3.1. Tuition Fees and Related Charges

ESFA and GLA Funded Courses for Students aged under 19

3.1.1. Further Education (FE) learners who are, with reference to the latest funding guidance, because of their age and/or employment status and/or prior qualification level, eligible for full funding for a course, are not to be charged tuition fees and do not normally pay examination/registration fees (see below) for that course. This includes Learners aged 19-24 who have a Learning Difficulty Assessment (LDA)

or an Education, Health & Care Plan (EHCP). Students meeting these eligibility criteria, who are enrolled on a study programme and aged under 19 on 1 August of the year of study, will not be charged a tuition fee.

3.1.2. The College receives no funding for students who are under 19 on unaccredited courses – however they may in some circumstances be enrolled on unaccredited courses at the College's discretion and they would not be charged course fees, though all material, trips, etc. fees would be payable. All proposed enrolments of under 19 students on unaccredited provision need to be approved in advance by the Chief Finance Officer, and where a proposed student is 18 or under, by the Lead Safeguarding Officer.

3.1.3. Depending upon the requirements of their programme, fully-funded learners may be required to pay for specialist course materials, clothing/equipment they wish to retain for use outside of the course, photocopying and printing, or trips/visits that are not an integral part of their study programme.

3.1.4. The College will only charge examination or registration fees for fully funded learners on eligible courses in circumstances where the required attendance or completion of work has not been achieved, or the student fails without good reason to sit the examination for which the institution has paid. Charges may also be levied where a student re-sits an examination resulting from an initial examination failure or where a student re-sits an exam with the aim of achieving marginal improvements in grades.

3.1.5. The College may seek voluntary contributions from students or their sponsors but there will be no obligation to contribute and this will not in any way affect learning, teaching or other entitlements.

ESFA Funded and Loan-Supported Courses, for learners aged 19+

3.1.6. Eligible learners aged 19 or over on 1 September enrolling on regulated Entry, Level 1 or Level 2 courses will be charged a tuition fee calculated in line with ESFA/GLA guidance, unless they are eligible for fee remission (see Appendix A). The ESFA/GLA funding approach assumes that all students, other than those eligible for fee remission, are charged a tuition fee as a contribution towards the costs of their learning. The assumed fee element is 50% of the un-weighted funding rate for the learning aim. A course may offer a concessionary fee rate (see Appendix B).

3.1.7. Fee rates will be determined each year as part of the College's curriculum planning process. The base prices may be increased in line with inflation.

3.1.8. Fee rates for individual new courses will be determined from a "rate card", set out in Appendix C, according to the nature of the course, the anticipated class size and the market environment. A course may offer a concessionary fee rate in line with the College's policy on concessions.

3.1.9. Level 3 and above courses are not usually supported by ESFA funding unless the student qualifies for fee remission and will therefore generally be charged a tuition fee reflecting the ESFA full funding rate as determined by the Government Learning Aims Reference Service (LARS). Eligible students enrolling on eligible provision will, however, be able to apply for Advanced Learner loans for all or part

of the tuition fee due. The fees quoted for students on these courses are quoted for the full duration of the course.

3.1.10. The College retains the right to set tuition fees for unregulated courses at the discretion of the Principal to reflect market demand, the College's positioning in the market after external competitor analysis or the direct cost of specific provision. Rates will be set with the objective of providing optimum revenue after taking account of such market limitations using a clearly defined range of flexed variances from the agreed rate card.

3.1.11. Learners aged 19 or more enrolling on designated Level 3 or above programmes do not usually qualify for Government funding where they have already achieved a full level 3 qualification. In most cases these learners are eligible to apply for Advanced Learner Loans, which are paid directly to the College. The loan value will cover the combined costs of tuition and examination/registration fees. The loan will only be available for those courses advertised by the College with a "loan" fee type and learners will need to receive an Advanced Learning Loan letter from the College confirming course eligibility before they apply for the loan. Learners aged 19-23 taking a first full level 3 will remain eligible for full funding.

3.1.12. Introduced in 2021/22 as the National Skills Fund and extended and rebranded in 2022/23 as the 'Level 3 Free Courses for Jobs' offer, this initiative entitles any adult aged 24 and over who wants to achieve their first full level 3 qualification to be able to access a number of fully-funded courses. Additionally, learners who already have a level 3 qualification or higher, but earn below the London Living Wage annually or are unemployed, can also access these qualifications for free. The list of eligible qualifications is available at:

- https://www.gov.uk/guidance/free-courses-for-jobs#courses-available

and those offered by Morley at:

- https://www.morleycollege.ac.uk/help/national-skills-fund-london-recovery-flexibility/

3.1.13. In addition, the London Recovery Flexibility for level 3 enables providers to fully fund Adult Skills fundable level 3 vocational qualifications beyond the legal entitlements or Free Courses for Jobs offer, on learning programmes which are designed to provide progression into work. This is subject to the following eligibility requirements, where learners must be:

- unemployed or in receipt of a low wage; or
- out of work and outside of benefit arrangements; and are
- enrolled to level 3 qualification that meets the definition described in the GLA Funding Rules.

3.1.14. If an FE learner is ineligible for loan financing or chooses not to take up the loan, then the combined tuition and examination/registration fee will have to be paid for from their own resources along with any other course costs.

3.1.15. Learners who are aged at least 19 on the start date of the course may be required to pay materials or trip/visit fees, which are outside of the loan arrangements unless they are a mandatory part of the course.

3.1.16. Eligible students enrolled on HE courses will be able to apply for a loan from the Student Loan Company (SLC) to cover all or part of their course fee. The College the basic fee.

3.1.17. Where students opt to take an advanced learning or HE loan for less than the full fee or choose not take up a loan they will be responsible for payment of the balance of the full tuition fee.

3.1.18. Tuition fees for individual courses will be published by the College in the college prospectus and/or on the college website and will take account of any material or supplementary charges (as detailed in the sections (3.1.32 to 3.1.35 below).

Students Ineligible for ESFA Funding

3.1.19. Students on ESFA/GLA funded courses who are ineligible for ESFA/GLA funding, including international students, will be expected to pay a tuition fee the reflects the full cost of delivery, excluding the benefit of UK Government Subsidy. This is calculated as twice the published rate. **This is referred to as the International Base Rate.**

3.1.20. The default categories in this policy apply to UK learners as well as learners (e.g. EU learners with settled status) who qualify ESFA funding, as well as where the Government has granted additional concessions (e.g. Ukrainian nationals). The College is required to assess the status of all non-UK nationals prior to the start of their course. Where there is uncertainty over the status of non-UK nationals, guidance should be sought from Student Services. If insufficient evidence is provided to prove eligibility, then the learner will be liable for the International Base Rate.

International Students

3.1.21. The College does not have Tier 4 status for recruiting students. The College can accept international students if the individual is permitted to be resident in the UK and is not prohibited from studying. Such students would be expected to pay the International Base Rate.

3.1.22. The College can accept international students studying online courses from their country of residence. Fees paid must exclude the benefit of UK Government Subsidy and will be charged at the International Base Rate.

Full Cost Courses (i.e. courses not funded by ESFA or supported by Advanced Learner Loans and HE loans).

3.1.23. Rates for individual new courses will be selected from the College Fee Rate Card according to the best match for the course, reflecting the anticipated class size, the costs of delivering the course and the market environment. Rates will be set with the objective of providing optimum revenue after taking account of such market limitations in line with the College Pound Plus Policy. The fee rate card categories are listed in Appendix C.

3.1.24. Fee remission is not allowed other than a concessionary fee rate in line with the concessions guidance in Appendix B.

3.1.25. Some training programmes and courses are run by the College with no external funding and therefore a commercial rate must be charged either to participating learners or a sponsoring organisations. No fee remission applies to full cost

courses, and Advanced Learning Loans cannot be obtained for such courses. The standard basis for calculating fee rates is available from the Chief Finance Officer.

3.1.26. **Full Cost "infill" into mainstream courses.** There are some occasions when an external organisation (usually a school) wants to infill a single learner or a small number of learners into an established programme. The College receives no external funding agency income for these and so a full cost fee is chargeable. The College will normally base its fee on the funding body income which could be drawn down.

3.1.27. Where the College establishes informal learning opportunities or sessions (e.g. Art Clubs, etc) which may run across all age ranges an appropriate full cost market rate will be charge. This rate may be inclusive or exclusive of materials.

Annual Review and Variation of Tuition Fees

3.1.28. All fees are agreed as part of the curriculum planning process, all fees must be based on the agreed College fee card rate and fit within the banded flex categories. A course may be moved to a new base rate through the curriculum planning process. SLT may seek to reduce the number of fee rates or introduce new rate levels to meet the needs of new courses and changing delivery models.

Examination Fees

3.1.29. No examination and assessment charges will be charged to eligible learners aged under 19 on 31 August or to learners for whom no fee has been charged, unless the criteria specified in paragraph 3.1.4 are met.

3.1.30. For most accredited courses, fees are inclusive of exam fees; any exceptions will be made clear on enrolment.

3.1.31. The College reserves the right to levy a charge where the student wishes to re-sit an exam to improve a pass grade.

Material and Supplementary Charges

3.1.32. Additional charges may be levied, where appropriate, on a course-by-course basis to reflect the specific requirements of the course. These charges cover items including but not limited to protective clothing, kits, tools, books, learning materials and a basic allowance of consumable materials.

3.1.33. Such charges may be added to the hourly rate determined from the "rate card" to produce the published fee for the course.

3.1.34. Charges for such items included in the published fee are not made where the learner is aged under 19 on 31 August and is on a fully funded course where the learner is eligible for full fee remission. These charges are also deemed to be included within the fee where the fee given in the "rate card" is determined on a whole course rather than hourly basis (e.g. Advanced and Higher Learning courses).

3.1.35. Where students, including those aged 16-18 at enrolment, wish to use materials beyond the basic allowance included within the fee, the College will charge for the additional materials at an agreed rate. These additional material fees must be paid for in advance of using the materials.

Students registering for courses residing in devolved authorities outside the Greater London Authority

3.1.36. There are currently nine devolved authorities within England as well as the Greater London Authority (GLA). The GLA now funds the Morley Adult Education Budget Grant for London residents. All adult students not resident within a devolved authority continue to be funded through the ESFA, and Morley continues to receive a much-reduced grant for these. Adult students who are resident in a devolved authority other than the GLA are not eligible for funding.

3.1.37. Students who are resident within devolved authorities outside the GLA will be expected to pay the home fee, with the College foregoing the subsidy.

4. FEE REMISSION AND CONCESSIONS

4.1. Students accessing concessionary fee discounts may be required to produce satisfactory documentary evidence of their entitlement to the concessionary rate.

4.2. A list of the fee remission categories (those groups who are not required to pay a fee) is given in Appendix A, and of concessionary (those groups eligible for a reduced fee) or discount categories in Appendix B.

5. STAGED PAYMENTS

5.1. Where the total fee on enrolment is greater than or equal to £300, students may be permitted to pay course fees in stages. If a student withdraws, unless otherwise stated, the student will remain liable for all outstanding fees at the point of withdrawal. The standard number of staged payments will be three per term. Course fees must be paid in full prior to the end of the course. The maximum number of staged payments is 12 and the period of staged payment must not fall outside one year. No interest or other charges are payable.

6. PAYMENTS BY A THIRD PARTY

6.1. Where a student's fees are to be met by a third party (such as their employer) the student must supply, at the time of enrolment, a letter from the company or Organisation **confirming that they will meet the full cost of fees to be paid**. In the absence of such confirmation, the student remains liable for the full cost of the course.

7. LEAVERS AND TRANSFERS

7.1. Heads of School/Curriculum are responsible to ensure student records are updated promptly for all leavers and transfers. This is to ensure timely information is available to support student refunds and/or additional payments and to ensure management information for course viability is accurate.

8. REFUNDS AND COMPENSATION

8.1. The College aims to ensure that all students receive an outstanding learning experience and that students are supported to complete their courses. However, in some circumstances refunds or compensation payments will be applicable. Full details are provided in Appendix D.

9. DISCOUNTS AND SPECIAL OFFERS

9.1. From time to time the College reserves the right to offer promotional discounts or special offers to students. Full terms and conditions will be available separately for each discount or promotional offer. All promotions will include the wording "Please refer to the individual terms and conditions of the specific promotion" (to be found on the College website).

9.2. Discounts and offers may be strictly time limited. In the case of late discounts, where students have already booked they will not be permitted to cancel and re-enrol to take advantage of the discount or offer.

9.3. Single use vouchers may be offered as prizes, and the same terms apply as above.

10. POLICY OBJECTIVES

10.1. This policy provides a framework for staff involved in setting fees, charges and refunds to ensure consistency and fairness of approach, to clarify the extent of public subsidy which supports the College's courses, and to provide transparency to students and other stakeholders.

11. SCOPE OF POLICY

11.1. This policy applies to all staff, current and prospective students and partners of Morley College London.

12. RESPONSIBILITY STRUCTURE

12.1. The Senior Leadership Team, Heads of Professional Services, and Heads of School/Curriculum are responsible for leading and monitoring the implementation of the Policy.

13. PRACTICAL IMPLEMENTATION

13.1. The policy will be implemented through the College's Curriculum Planning process, and through the correct application of the Fees and Refunds Policy by professional services.

14. COMMUNICATION AND TRAINING

14.1. The policy will be communicated to staff involved in the fees, charges and refunds setting process through the College's internal committee structures and will be made available to all via the College's intranet and website.

15. REVIEW AND MONITORING OF POLICY

15.1. The Policy will be reviewed every four years or sooner if changes in the rules governing public funding require it. Monitoring of the individual rates set under the policy will be undertaken annually as part of the curriculum planning process.

APPENDIX A – Funding and Fee Remission Eligibility Guidance

Eligibility for fee remission is determined by the Funding Rules published annually by the ESFA and the GLA. These are reviewed annually and subject to amendment over the course of the academic year.

This appendix is a guide to eligibility based on the current Funding Rules, and does not cover all circumstances. In the event of a conflict between this Appendix and the Funding Rules (which may be updated over the course of a year), the Funding Rules position takes precedence and will be applied.

The Impact of the UK Leaving the European Union

For the 2021/22 academic year onwards, the Department for Education (DfE) has changed funding eligibility rules for EEA students. The official announcement was made by Universities Minister, Michelle Donelan, on 23 June 2020 in a written statement to Parliament.

EEA nationals who were already resident in the UK in 2020 needed to apply for EU settlement status by 30 June 2021.

The rules only apply to new starts (on programmes of study) arriving from the EU without settlement status. From 1 August 2021 in England, EEA nationals will no longer be eligible for home fee status, for higher education student support, for further education or apprenticeship funding unless they have citizens' rights such as settlement status.

EEA nationals with settled status remain eligible for Home fees from August 2021, however the College is required to undertake "right to study checks" after the EU Settled Status Scheme (EUSS) closed on 30 June 2021. This applies to students who already hold a course offer.

EEA students who entered the UK after 31 December 2020 are not automatically eligible for funding and must be able to demonstrate both that they are legally resident in the UK to be funded, and that they meet standard eligibility conditions. Funding depends on the standard ESFA/GLA rules. Students need to have been ordinarily resident in the UK or EEA for 3 years or under-19s accompanying or joining parents who have the right of abode or dependants of those on skilled worker visa or student visas.

Students who are nationals of EU or EEA countries or children of Turkish workers who are living in the UK and have started their programme before 31 December 2020 must be treated equally to UK residents. Once enrolled they will be eligible for funding for the full duration of their study programme.

The government has extended funding eligibility to Ukrainian nationals who have been displaced as a result of the war in Ukraine.

Eligibility for family members of EEA/UK nationals has changed. Family members are eligible for funding if they have obtained, where required to do so, pre-settled or settled status and have been ordinarily resident in the UK or EEA for the previous three years on the first day of learning.

These rules do not apply to Irish citizens who are covered by the provisions of the Common Travel Area arrangement.

Eligible Students

UK nationals and their family members who have ordinarily been resident in the UK/EEA for the last three years will be eligible for funding according to the current rules.

Based on current guidance, most individuals will be eligible for funding if they:

- have settled status, or have the Right of Abode in the UK, and have been ordinarily resident in the UK for at least the previous three years on the first day of learning.
- A non-UK citizen is eligible for funding if they have permission granted by the UK government to live in the UK, which is not for educational purposes, and have been ordinarily resident in the UK for at least the previous three years before the start of learning.
- Any individual with any of the statuses listed below, is eligible to receive funding and are exempt from the three-year residency requirement rule, the college must see the learner's immigration permission in these circumstances.

    Refugee Status
    Discretionary Leave to Enter or Remain.
    Exceptional Leave to Enter or Remain
    Indefinite Leave to Enter or Remain
    Humanitarian protection
    Leave Outside the Rules
    The husband, wife, civil partner and child of any of the above

Asylum seekers are eligible to receive funding if:

- they have lived in the UK for six months or longer while their claim is being considered by the Home Office, and no decision on their claim has been made, or
- they are in the care of the local authority and are receiving local authority support under section 23C or section 23CA of the Children Act 1989 or section 21 of the National Assistance Act 1948.

Remitted Fees

Based on the current funding rules, those eligible for fee remission for funded courses are:

- students aged under 19 on 31 August on the year in which learning begins
- students aged 19 or over who have not previously attained a GCSE grade A*-C or grade 4 or higher enrolling for English and Maths courses up to and including Level 2
- Students aged 19-23 enrolling for:
    - Essential Digital Skills Qualifications up to and including level 1
    - first Full Level 2 Courses
    - first Full Level 3 Courses
    - Courses up to and including level 1 with learning aims to progress to a full level 2
    - Full Level 3 Courses within the scope of the Level 3 adult offer where learners are either without a full level 3 or already hold a level 3 or higher and meet the definition of unemployed

Students on an accredited course may be entitled to full fee remission if:

- they receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only

- they receive Employment and Support Allowance (ESA) and are in the work-related activity group (WRAG)
- they receive Universal Credit, have weekly earnings of less than 16 times the national minimum wage or national living wage (this is subject to change) and are determined by Jobcentre Plus as being in one of the following:
    - All Work-Related Requirements Group
    - Work Preparation Group
    - Work-Focused Interview Group

- Learners who are employed and in receipt of a low wage will be fully funded in accordance with the funding rules where the course is:
    - accredited; or
    - provision leading to accreditation (e.g. ESOL, Maths and IT, Preparation for Work and Study)

APPENDIX B – Concessionary Rate Entitlements

- The College aims to improve access to courses through the use of concessions, but reserves the right to exclude courses from concessions, or to limit the level of concession available on specific courses.

- The College reserves the right to not apply concessions in addition to courses that are already offered at a promotional or discount rate.

- Students on courses where concessions apply, and whose individual income is less than the annual London Living Wage, but who do not qualify for full remission, will be offered a concessionary rate. This will normally be a percentage of the published full fee as determined annually as part of the curriculum planning process.

- Staff (employees on the College's payroll) will receive 100% fee remission where the enrolment is a part of an agreed programme of staff development and has been approved in advance by the Chief Finance Officer.

- Where staff wish to take courses for personal enrichment outside normal working hours, subject to eligibility criteria staff and volunteers may access a discount on the quoted full fee. See the Staff Discount Procedure for further details.

- Students enrolling on a course from half-term or later for term-long courses, or from later than halfway through a course for other courses will be eligible for a 30% discount on the full fee.

APPENDIX C – Summary of Tuition Fees for 2023/24

The fee rates set out below are agreed and updated annually by the Senior Leadership Team and reviewed by the Governing Body.

Standard rates are updated annually to reflect inflation. Standard rates form the basis for course fee rates, which may be varied by set percentages to reflect market conditions.

New Category	CATEGORY NAME	COURSES (examples)	Standard rate	Online rate
F1	LLDD; Maths and English	Courses in all Schools for SLDD e.g. Drama Music, Arts etc. Lit, Num, GCSEs	£0.00	£0.00
H2	ESOL, other accredited Essential Skills and Community based	All ESOL accredited/non-accredited courses	£3.90	£3.12
F7	Non-funded accredited	International GCSE Human Biology	£4.56	£3.65
M4	Music, very large group size with accompanist	Choirs, Ensembles etc.	£5.17	£4.13
H13	Accredited Business Courses		£6.23	£4.98
C3	Level 3 accredited - not loan funded	Textiles Foundation	£7.14	£5.71
F2	Humanities off-site; Art workshop, studio based, technician led; Unaccredited maths and IT	 Walk London with us P&D, Sculpture, Jewellery, Ceramics, Textile, Print, Fashion, Photography etc.	£7.86	£6.28
M9	Drama	Acting, Theatre and Performance skills	£8.17	£6.54
H9	Fitness classes and Counselling certificate	All non-accredited fitness classes, e.g. Yoga, Shiatsu, Pilates etc. and level 2 counselling cert	£8.26	£6.61
M3	Music, large group size	Choirs, Ensembles etc.	£8.34	£6.67
F3	Dance all; Drama professional training	All dance courses Master classes	£8.83	£7.06
M1	Music, standard group size	Instrument playing, singing, appreciation etc.	£9.01	£7.21
C6	Digital technology		£9.58	£7.67
H6	Complementary Health classes	All non-accredited comp. health courses	£9.84	£7.87
F4	Music and dance, standard group size with accompanist; Art classes, classroom based	Instrument playing, singing, appreciation etc. Art History	£9.86	£7.89
F5	Languages, Humanities and Science; Music professional training; Art classes, studio based	All Languages and Humanities non-accredited courses Opera School, Opera Diploma etc. P&D, Sculpture, Jewellery, Ceramics, Textile, Print, Fashion, Photography etc.	£10.37	£8.30
F8	Youth Arts College		£10.40	£8.32
H7	Complementary Health classes ext. accredited	Hypno etc.	£11.74	£9.39
V2	Art classes, studio based with model or technician	P&D, Sculpture etc.	£12.38	£9.90
H3	EFL	All EFL courses and some small group languages	£12.62	£10.09
C7	Digital technology advanced		£13.34	£10.67
H10	Unaccredited Business		£13.91	£11.13
F6	Complementary Health CPD; Metal Sculpture	 All non-accredited fitness classes, e.g. Yoga, Shiatsu, Pilates etc.	£15.17	£12.14
C2	Level 2 accredited (non priority)	Counselling, C&G Dip Beauty, C&G Photography 1-2, (not E&M GCSEs)	£15.31	£12.25
C5	Premium and short courses		£16.02	£12.82
V8	Sculpture intensive		£18.86	£15.08
V9	Fine Art Mentoring Course		£19.36	£15.48
C4	Accredited	Access, Art Foundation etc.	matrix	matrix

APPENDIX D - Refunds and Compensation

The full impact of learning is achieved through course completion. However, when refunds are applicable, they will be applied as outlined below. In some circumstances the College may consider the payment of compensation, as outlined below.

Refunds of course fees (excluding advanced learning and HE courses)

Refunds for courses are only granted in certain circumstances which are detailed below. Refunds will normally be issued by the Finance Department within 15 working days of the request being received by the College.

Student requests refund before start of the course: Written notice of withdrawal (or by e-mail) must be received by the College at least 10 working days before the start of the course. The student will receive a refund of fees paid, less a cancellation fee in accordance with their course fees as shown in the table below.

Refund amount (course fee)	Student cancellation fee
Up to £200	£20
£201-£500	£30
Above £500	£50

Cancelled course: If the College cancels a full course of study, the students will receive a full refund, usually within 15 working days. If the College cancels a course after two sessions have been completed, a pro rata refund will be offered based on the number of weeks cancelled as a share of the total course length. There will not be a student cancellation fee.

Cancelled session: If a session cannot go ahead then the College will try to make up the lost session. If this is not possible, or a student is unable to attend the re-scheduled session, then the student will be entitled to claim a refund. Where the refund due amounts to £20 or more the College will automatically make the refund. Where the value of the refund is less than £20, students who wish to claim the refund should email admin@morleycollege.ac.uk after the course has finished, quoting the course code and date of the missed session(s). There will not be a student cancellation fee.

Refunds will not be payable and extra sessions will not normally be provided if the cancellation is for reasons outside the direct control of the College (e.g. because of very bad weather conditions, industrial action, epidemic/global pandemic, security alert etc.). Students will normally be notified by telephone or email when a session in cancelled, where the student has provided up to date contact details. The College does not refund travel expenses incurred when a session is cancelled.

Change in course delivery arrangements: If the College makes a change to the day, time or mode of delivery of a course, whether before the course start date or subsequently, a student who is unable to attend as a result of the change will be entitled to claim a refund. If the change is made after the course has begun, any refund will relate to the number of sessions affected by the change. Students should submit a request on these grounds to admin@morleycollege.ac.uk.

Occasionally refunds may be given under exceptional circumstances, at the College's discretion, such as a disability-related or medical reason, jury service, etc.

Morley reserves the right to change course tutors or venues from those advertised. Changes to the tutor or venue will not be considered a valid reason for a refund unless the change of venue makes it impossible for the student to attend.

For a refund request in response to a student complaint, the Complaints Procedure should be followed.

Academic Transfer

Academic transfers are actioned where a student has started a course and a more suitable course is identified for academic reasons. This should be actioned within 14 calendar days of the course start date, but there may be exceptions based on academic progress.

If the fee is greater for the course being transferred into, the difference in cost must be paid by the student. A refund will be offered for the fee difference if course being transferred to is lower, within the conditions stated in this policy. The fee difference calculation will be based on the remaining weeks of the course from the transfer date.

Once the course has started, academic transfers based on the student's choice can only be actioned within 14 calendar days of starting the course, and only one course change will be permitted.

Employer-funded provision

Where an employer or other sponsor is funding a student's course fees, the above refund provisions will apply. Where e-vouchers are issued, these may be transferrable between employer-sponsored students.

Refunds for Advanced and Higher Learning provision

In the event that the College fails to deliver the agreed provision, or where there is evidence that the College has not followed an Awarding Organisation's policies and procedures, including appropriate registration, any self-funded fees will be repaid and student loans will not be activated. In April 2018, the funding and regulation of higher education was taken over by the Office for Students (OfS). The OfS require a Student Protection Plan incorporating risks to continuation of study for the College's students, including compensation. For further information see the Student Protection Plan and the Higher Education and Advanced Learning Course Closure Policy. Students may access the Office of the Independent Adjudicator (OIA) at www.oiahe.org.uk.

Other compensatory remedies may be considered on a case by case basis such as payment of additional travel costs (for students affected by a change in location), commitments regarding bursaries, compensation for maintenance costs and lost time where continuation of study is not possible or students have to transfer. Claims for such compensation will be dealt with through the College's Student Complaints Procedure.

- Cancelled session: If a session cannot go ahead then the College will make up the lost session over the course of the year; no refund or partial refund will therefore be payable.
- If a loan-funded student withdraws from the course either before the start of the course or during the course, the College's attendance records will ensure that loan funding ceases - the College will notify the Student Loan Company of a Change of Circumstance and the student's loan balance would be adjusted accordingly. The College will not actively seek to recover the remaining course fees from the student.
- For all courses lasting a year or more, if a self-funded student who is paying their fees in staged payments withdraws from the course, the student will be liable for the accrued fee at the point of withdrawal. The College will not actively seek to recover the remaining course fees from the student.
- If a self-funded student requests a refund before the start of the course, a written notice of withdrawal must be received at least 10 working days before the start of the course. The Student will receive a refund of fees paid less a cancellation fee (£50 for fees in excess of £500).

APPENDIX E – Staged Payment Agreement Terms And Conditions

Eligibility

- A student who wishes to take up the staged payment option must apply at the time of enrolling on the course (s).
- Staged payment agreements are available to students where the total fee on enrolment is greater than or equal to £300.00

Collection of payment

- All payments will be collected directly from the payment card on the dates shown in the payment schedule.
- In the event that a payment is not collected successfully the student is required to make payment for all outstanding fees immediately. Should payment not be received within 14 days the college reserves the right to exclude the student until full payment of all amounts outstanding is received.
- The student will be liable for any charges incurred as a result of non-payment and the College reserves the right to add these charges to the balance owed.

Cancellation

- The student will remain liable for all outstanding fees in the staged payment agreement except for any refund which has been approved by the College (refer to the Refund Policy for further information).