



## HE Tuition Fee, Course Cancellation and Refund Policy

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### Revision History

<b>Version</b>	<b>Purpose/Change</b>	<b>Date</b>

This policy is written in line with the Expectations and Core practices of the UK Quality Code for Higher Education (Quality Code), which are a key reference point for higher education providers in all parts of the UK.

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## **1. Introduction**

1.1. This document sets out the rules relating to higher education (HE) programmes and related fees, including the rules around payment of fees. It also covers cancellation and fee refunds which you may be eligible for if there is a significant change in your study. This policy is subject to annual review and may be modified or withdrawn in any subsequent academic year in line with Sysco Business Skills Academy's Terms and Conditions.

## **2. Setting and changing fees**

2.1. Tuition fees are set by Sysco Business Skills Academy's HE Academic Board and are approved by the Board of Directors. They are published in the Course Information documents and on the Sysco Business Skills Academy website and on UCAS.

2.2. Sysco Business Skills Academy may amend tuition fees in order to:

- a. Comply with changes in legal or regulatory requirements;
- b. Take into account changes in the public funding of higher education.

2.3. In addition, it is anticipated that tuition fees will be increased for consecutive years of study at a rate below the annual inflation level (capped at RPI All Items Excluding Mortgage Interest (RPIX)).

2.4. Where such changes are to be made, Sysco Business Skills Academy will follow its rules for governance and approval of those changes including, where appropriate, consultation with and informing students or their representative bodies.

2.5. Notice of changes to tuition fees and fee rules and the date they take effect will be published within the HE prospectus no less than six months in advance of the date they take effect.

## **3. Payment of tuition fees and financial support**

3.1. By signing your Student Contract, you become liable for the tuition fees payable for your course as set out within this policy.

3.2. You will be invoiced by Sysco Business Skills Academy for the full amount of your tuition fees for each year of the course following enrolment, unless (for each year of your course) you have either:

- a. financial support via Student Finance England or other relevant HE student funding provider; or
- b. an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part (in which case they will be invoiced accordingly); or
- c. you have been awarded a full or partial tuition fee bursary or scholarship which will be deducted from the full fee amount.

3.3. Our acceptance of any form of third-party funding for part or full payment of your fees, including tuition fee loans, tuition fee grants or sponsorship, is dependent on you meeting any requirements set by the funding body for your eligibility to receive such funding. For the avoidance of doubt, should the third-party funding for part or full payment of your fees, including tuition fee loans, tuition fee grants or sponsorship, be withdrawn, you accept liability

for the remainder of the tuition fees owed under this agreement.

- 3.4. We will normally require confirmation of your eligibility to receive third-party funding before we agree to your registration and enrolment. This could be a confirmation letter from Student Finance England, an official letter from an employer or a sponsor or equivalent. If you are permitted to enrol before the confirmation is received, we may cancel your enrolment under Sysco Business Skills Academy's HE Terms and Conditions if you do not obtain that confirmation within a reasonable time period.
- 3.5. If we have accepted payment from you or an agreed payment method has been confirmed and, subsequently, that payment or confirmation is withdrawn, we may cancel your enrolment and recover any fees which are due from you, as set out below.
- 3.6. If you are in debt to Sysco Business Skills Academy for previous tuition fees you will only be permitted to undertake further study, for which any further tuition fees or other charges may become due, if you pay in advance and discharge the debt, or have in place some other means of payment for the outstanding debt (e.g. payment plan or third-party funding).
- 3.7. Sysco Business Skills Academy is committed to providing financial support including scholarships and hardship funds to eligible students and where funds allow, as specified in Sysco Business Skills Academy's HE prospectus, for the relevant year of study.

#### **4. Cancellation and withdrawal policy**

- 4.1. Once you have signed your enrolment agreement, students who withdraw from their programme of studies remain liable for a percentage of the tuition fees for the academic year, as set out below.

<b>Period of withdrawal – September start courses</b>	<b>Fee liability</b>	<b>Refund</b>
Withdrawal before course commences	0%	100%
Withdrawal between course commencement date and end of the Autumn term, inclusive	25%	75%
Withdrawal after the end of the Autumn term and before the end of the Spring term, inclusive	50%	50%
Withdrawal after the end of the Spring term	100%	0%

- 4.2. Sysco Business Skills Academy accepts no responsibility over the refunding of maintenance loans provided to the student by Student Finance England or other relevant HE student funding provider, or any other loans that you may have incurred.
- 4.3. For programmes commencing with different start dates, the fee liability and refund will be recalculated using the same proportions in the table above, adjusted for the variation in term dates.
- 4.4. Where the tuition fees have been paid by financial support via Student Finance England or other relevant HE student funding provider, any refunds payable will be made directly to the student funding provider and not the student.

4.5. Any students thinking of withdrawing should discuss this with their Programme Leader and Sysco Business Skills Academy's Advice and Guidance team. In the case of students who do not notify their Programme Leader of their decision to withdraw, the date used for the official withdrawal date will be the date associated with the last evidence of learning. In the case that no other evidence can be found, the last date of attendance will be used for this purpose.

4.6. Where the tuition fees have been paid by a sponsor, the standard HE withdrawal policy as set out above will apply, with the sponsor allowed to transfer the fees paid to a replacement student or entitled to a refund as set out above.

4.7. If you have had your tuition fees paid (wholly or in part) by a grant from the UK government or any other public body, any refunds associated with the grant element of the fee will be additionally subject to the terms of the grant.

4.8. All applications for a refund must be supported by completion of Sysco Business Skills Academy's **Fee Reassessment/Refund Application Form**. This must be completed in conjunction with your Programme Leader or course tutor.

4.9. Applications for a refund of fees for any reason other than withdrawal from the course must be submitted in writing to the Head of Student Administration & Fees. All refunds must be approved by the Head of Student Administration & Fees or their nominated representative.

## **5. Course transfers and course closure**

5.1. In the unlikely event that it is not possible to preserve a student's continuation of study with Sysco Business Skills Academy or any other provider, a full 100% refund of tuition fees paid will be provided to the fee payer.

5.2. Where a student transfers to another course within Sysco Business Skills Academy, the fees paid for the original course will be transferred to the new course, subject to the rules set out by Student Finance England or other relevant HE student funding provider. Where the tuition fee for the new course is higher than for the original course, the balance of fees must be paid.

5.3. In the unlikely event that students will be affected by a change in the location of their course but remaining within Sysco Business Skills Academy campus sites, payment of additional travel costs will not be made by Sysco Business Skills Academy.

5.4. Where a student is required to transfer to another provider, the balance of the fee for the original course will be transferred to the new course, subject to the rules set out by Student Finance England or other relevant HE student funding provider. If a student is self-funded or funded by a third party such as an employer or sponsor, the balance of fees due will need to be transferred to the new provider for the remaining elements of the course.

5.5. Students in receipt of scholarships or financial support will be advised to obtain guidance as to the level of support available by a new provider, if they are required to transfer outside of Sysco Business Skills Academy. Sysco Business Skills Academy does not guarantee the continuation of the bursary payment in the event that transfer to another provider becomes necessary.

5.6. In the unlikely event that Sysco Business Skills Academy is unable to provide continuation of study, thereby requiring the student to restart the programme with a new provider and where the new provider requires full payment for the full annual fee, Sysco Business Skills Academy will

transfer the proportion of the tuition fees received to the new provider, adjusted to the tuition fee charged by that provider. Compensation in respect of maintenance costs incurred will be provided subject to evidence of reasonable expenses associated with attendance on the course or the maximum maintenance grant allowance as relating to the course during the period of study with Sysco Business Skills Academy, whichever is the lower.

5.7. In the event that suitable alternative provision cannot be found amongst UK HE providers, the proportion of tuition fees already paid to Sysco Business Skills Academy up to the date of course closure will be refunded to the fee payer. Compensation in respect of maintenance costs incurred will be provided subject to evidence of reasonable expenses associated with attendance on the course or the maximum maintenance grant allowance as relating to the course during the period of study with Sysco Business Skills Academy, whichever is the lower.

## **6. Course deferrals**

6.1. If you would like to defer the start of your course, you will need to advise Sysco Business Skills Academy in writing at [he@sysco.uk.com](mailto:he@sysco.uk.com). The Admissions Team will then contact the relevant academic department for approval. Deferrals in respect of start dates are normally only allowed if requested three weeks after the course start date and approved deferrals will be confirmed to you in writing. Each application to defer studies will be considered on its own merits, taking into account length of studies, modules completed, attendance etc.

6.2. If you are considering deferring your studies, you should contact Sysco Business Skills Academy to confirm your entitlement to any tuition fee refund or tuition fee credit towards future study. A tuition fee credit is valid for a defined period of 13 months from the start of the deferral agreement date.

6.3. If you have paid your tuition fees (wholly or in part) with financial support via Student Finance England or other relevant HE student funding provider and you defer your studies, you may be eligible for a fee credit in respect of the tuition fees paid up to the date of your deferral. You will not be liable for any tuition fees due to be paid by financial support via Student Finance England or other relevant HE student funding provider after that date, and your loan liability will be adjusted as appropriate. If you cease to study, but you have not informed us that you are deferring, you will not be eligible for a tuition fee credit, but your loan liability will be adjusted from the date associated with the last evidence of learning. In the case that no other evidence can be found, the last date of attendance will be used for this purpose.

6.4. By signing your enrolment agreement, you became liable for the tuition fees payable for your course as set out within this policy. Unless you are entitled to a refund under this policy, you remain liable for your tuition fees even if you subsequently defer your studies. Where deferral of a start date is agreed with Sysco Business Skills Academy, you will be invoiced under the arrangements set out above in respect of your deferred start date.

6.5. If you do not enrol for further study within the period of validity of a tuition fee credit, the credit will cease to be available, and Sysco Business Skills Academy is not liable to refund any part of the original tuition fees for any part of the course that was deferred.

## 7. Fees for repeating modules/a year of study

7.1. This applies to students who:

- a) may be required to repeat any part of the HE course; or
- b) are transferring from one HE course to another.

7.2. You may be required to repeat study of a module because you have not made sufficient academic progress in your studies to progress to the next module within your course.

7.3. If study of a module is repeated you will be required to enrol for that module and the full tuition fee for that module will apply. The tuition fee you pay will be the relevant fee in place for this element of the course at the time when you repeat the module.

7.4. If you are required to repeat any part of your course, you will need to consider the financial implications. Advice is available from Student Finance England or other relevant HE student funding provider, or you may seek advice from the National Union of Students (NUS).

7.5. If you fail some elements of your course, you may still be able to progress to the next year, repeating those outstanding elements as you go. However, depending on the nature of the failure, it may be decided that you cannot progress to the next year until you have passed the failed elements of your course. This means you may have to repeat parts of your course.

7.6. The tuition fees you are required to pay and the funding you may be eligible to receive during any repeat period of study will depend on both of the following:

- a. the extent to which you are enrolled and required to attend classes; and
- b. the number of years you have spent in higher education to date.

7.7. Patterns of attendance for repeated periods of study vary and students could be faced with any of the following scenarios:

**Repeating the full year with full attendance.** If you are required to repeat the full year with full attendance, you will be charged the full tuition fee for the repeat year. If you are repeating the whole year with full attendance, you may be eligible for the full student finance package for tuition fees and maintenance costs available from Student Finance England or other relevant HE student funding provider (subject to meeting the other eligibility requirements). However, this depends on your previous study and you will need to confirm this with your HE student funding provider.

**Repeating the year without attendance.** If you are not attending, you will not be charged the tuition fee. However, you should check with your academic school whether any administration or exam fees apply. Students must be fully enrolled and attending Sysco Business Skills Academy to receive tuition fee loans and maintenance support from the relevant HE student funding provider. If you are repeating the academic year without attendance, you will effectively be taking a year out of your studies for student finance purposes. You should notify your HE student funding provider about your break in study and your funding will be put on hold, to be resumed when you return and progress to the next year of your course.

**Repeating part of the year with attendance.** Often students may not be expected to repeat all modules again and usually tuition fees will be based on the number of modules or credits that are to be studied. You should check with your academic school what your tuition fee for the year will be as it is likely to be less than the full fee. Sysco Business Skills Academy will be responsible for contacting the relevant HE student funding provider to advise them of the correct level of tuition fee. Provided

that the course you are attending is full-time and it is your attendance on that course that is part-time, you may be eligible for support from Student Finance England or other relevant HE student funding provider (subject to meeting the other eligibility requirements) for the time you are in attendance at College.

7.8. Applications to repeat modules/a year of study should be made following discussion with your Programme Leader who will complete and submit the relevant form on your behalf.

## **8. How will repeating affect your Student Finance entitlement?**

8.1. Eligibility for student finance in a repeat year of study will depend on your previous study history. The eligibility and conditions with Student Finance England and other relevant HE student funding providers are subject to change, so you should always refer to the latest guidance available at <https://www.gov.uk/student-finance>.

## **9. Compelling personal reasons (CPR)**

9.1. From time to time, students may be unable to progress with their course of study owing to compelling personal reasons (CPR) and may request that these be taken into consideration when decisions are made regarding future study or financial support. CPR could include mental / physical illness, bereavement, etc. If you wish to request that CPR be taken into consideration, please note that you may be required to provide evidence supporting your application, such as a GP letter confirming your diagnosis and how this affects you, or a letter from social services, depending on your situation. You will need to provide your name and student reference number.

9.2. If you were unable to progress with your course of study due to compelling personal reasons (CPR), Student Finance England and other relevant HE student funding providers have the discretion to disregard the affected year(s) of study and continue to provide full support for the duration of the course. Although the affected year(s) of study would be disregarded, you would still be liable to repay any loans taken out.

9.3. If you have compelling personal reasons to prevent you from completing your course, but your tuition fees are not financed from Student Finance England or other relevant HE student funding provider, you may apply for a discretionary tuition fee credit which will remain available for a maximum period of 13 months after the start date of the module you have deferred from. The application for a discretionary fee credit must be made within 13 months of the start date of the module deferred from.

9.4. If you wish to apply for a discretionary tuition fee credit, please contact your funding body directly or in the case of self-funded students to [he@sysco.uk.com](mailto:he@sysco.uk.com) or 0151 236 1748 for Sysco Business Skills Academy switchboard.

## **10. Complaints and/or Appeals**

10.1. Should you feel you have any grounds for complaint or appeal regarding decisions in relation to this policy, please refer to Sysco Business Skills Academy's concerns, complaints and appeals policy.



## Appendix 1

### Cancellation form - Higher Education Programme

#### The process:

- This form is completed by the student wishing to cancel their place on an HE programme at Sysco Business Skills Academy **prior to enrolment**; the completed form should be sent to [he@sysco.uk.com](mailto:he@sysco.uk.com).
- Students have the right to cancel 14 days from the point of accepting their offer.

<b>To:</b> <b>Sysco Business Skills Academy</b>	<a href="mailto:he@sysco.uk.com">he@sysco.uk.com</a>
I hereby give notice that I cancel my acceptance of offer to study on a Higher Education programme at Sysco Business Skills Academy.	
<b>Date offer accepted:</b>	<b>Application reference number:</b>
<b>Residency address:</b>	<b>HE programme:</b>
<b>Student name:</b>	<b>Signature:</b>