

# Open College of the Arts (OCA)

## Student Fees Policy from August 2022

### Document History

Version number	Status	Policy owner	Approved by	Date of approval	Date of next review
1	Approved	Head of Finance	OCA Board of Trustees	7 June 2022	N/A

#### 1. The purpose of this policy

- 1.1. This policy explains how student fees are set, how to determine which fees apply to you and what this means.
- 1.2. This document sets out the rules that affect the fees, fee liabilities and fee refunds for students studying short courses, foundation courses, undergraduate degrees, and postgraduate degrees.
- 1.3. The rules explain the circumstances in which you may receive a fee refund, when you will become liable to pay fees, and what OCA might do if you do not pay your fees.

#### 2. Summary of significant changes since last version

- 2.1. Not applicable.

#### 3. Who does this policy apply to?

- 3.1. This policy is applicable to all students at OCA on short courses, foundation courses, undergraduate courses, and postgraduate courses.
- 3.2. This document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements. If these amendments occur after you have registered, you will be notified by email of any significant changes to this document.

#### 4. Linked and other relevant policies and legislation

- 4.1. This policy is subject to OCA's [Terms and Conditions](#).
- 4.2. This policy is informed by The Education (Fees and Awards) (England) Regulations 2007.
- 4.3. This policy should be read in conjunction with [OCA's Admissions Policy](#), [Academic Regulatory Framework](#), [Common Credit Framework](#) and [Extenuating Circumstances Policy](#).
- 4.4. Other associated policies include [Study Discount Policy](#), [Refund and Compensation Policy](#), and [Student Debt Policy](#).

## 5. General principles

- 5.1. OCA may charge different fees for students in different countries, for different levels of study, for different Units and for students who start or change their studies at different times. This is in line with the different ways in which higher education may be funded, the costs of providing educational services, or because OCA provides a different range of services.
- 5.2. This document explains how to determine which fees apply to you and what this means, so that OCA can charge you the correct fee for your circumstances.
- 5.3. In addition, it explains the rules that apply to you for the payment of fees, and the policy that applies if your circumstances change during your studies.
- 5.4. This policy should be read in conjunction with OCA's [Terms and Conditions](#), which you sign up to when you enrol to a Unit with OCA. The OCA: [Terms and Conditions](#) set out your obligation to pay fees and the implications if these fees are not paid.
- 5.5. OCA sets out to ensure that the Unit and Programme fees of OCA are competitive, clear and transparent.

## 6. Setting and changing fees

- 6.1. Fees are set annually by OCA's Board of Trustees and are published online. Information on fees, funding and other costs for the current academic year are provided on the [OCA Website](#).
- 6.2. OCA offers students the flexibility to study over an extended period of time, and it may therefore be necessary to make changes to fees and this Student Fees Policy in order to:
  - 6.2.1 Increase fees to cover additional operating costs to OCA.
  - 6.2.2 Ensure that, in the case of optional course units only, where there has been an unforeseen increase in costs and/or a significant reduction in student enrolments, OCA is able to offer a Unit or a wider choice of Units which it would not otherwise be economic to provide without an increase in fees in excess of the limit referred to above.
  - 6.2.3 Comply with changes in legal or regulatory requirements.
  - 6.2.4 Meet additional costs of providing educational services arising from the requirements of a professional body for the recognition or accreditation of a Unit or qualification.
  - 6.2.5 Account for changes in the public funding of higher education or OCA.
  - 6.2.6 Introduce, modify or withdraw any offers, discounts and schemes which support, enhance or promote completion of studies or further enrolment to study.
  - 6.2.7 Take advantage of new technologies, methods, ideas and opportunities.

6.3. If there are any significant changes to fees or the Student Fees Policy, OCA will give reasonable notice of the changes and the date they take effect. Where any fees are to be increased, these will be announced on the [OCA blog](#) no less than three months before the new fees are introduced. Any increases are effective from 1st August of each calendar year. Payments are made in line with the [Student Fees Schedule](#).

## **7. Fees and funding liability**

- 7.1. During the enrolment process you will be asked for information relating to your residency status and domicile which will determine the fees you are liable for.
- 7.2. You will be advised of the fees that you will agree to pay for the Units you have selected, as well as methods of payment via the [OCA Website](#), the Confirmation of Enrolment Notification, or by a member of the Information, Advice, and Guidance team. All fees are quoted in pounds sterling.
- 7.3. Enrolments are processed once the deposit or full payment of fees is received or funding is confirmed either by a funding authority or third party. This is followed up with a payment plan for instalment payments once they become due (ordinarily one month after enrolment).
- 7.4. The fees which apply to you are based on your 'Home Address' on the day of enrolment. It is assumed that the 'Home Address' is that from which you will study your Unit: this must not be a temporary or work address. OCA reserves the right to request evidence from you to confirm your home address.
- 7.5. If you start a new degree pathway, become a lapsed student and/or cease to study towards a Unit or Programme of Study, your fees will be reassessed when you resume your studies. The fee charged will depend on when and where you are studying from and which Unit you are enrolling to.
- 7.6. If you have enrolled to a Unit, the applicable fee determined in 7.1 and 7.2 will continue to apply for the duration of that Unit.
- 7.7. You are liable to pay the UK fees if you are studying from England (including Channel Islands and the Isle of Man), Northern Ireland, Scotland, Wales or if you are a member of the British Armed Forces or a UK government employee or family member of either and are entitled to use a British Forces Post Office (BFPO) address.
- 7.8. You are liable to pay the Rest of World fees if you are studying from any country not identified for UK fees in 7.7 above.
- 7.9. Unless you exercise your right to cancel within the Cancellation Period (as set out in the OCA: [Terms and Conditions](#)) you are liable for the fees in full for any Unit you enrolled to including in the event of deferral or withdrawal.
- 7.10. Additional information regarding funding for Students in England:
- 7.10.1 Undergraduate students in England paying the UK fee who began their qualification after 01 September 2012 may be eligible to apply for a part-time tuition fee loan.
- 7.10.2 There is a limit to the fees that OCA is legally entitled to charge undergraduate students in their relevant academic year (AY). The maximum fee that can be charged

for all study undertaken as part of that qualification during the 2022/23 AY is £4,625.

7.10.3 Undergraduate students will be required to delay enrolment to new course units if the fee limit will be exceeded in any one academic year. OCA will advise you if this is likely to be the case.

7.10.4 Postgraduate Masters students in England paying the UK fee who began their qualification after 01 August 2016 may be eligible to apply for a postgraduate loan.

#### 7.11. Additional information regarding funding for Students in Wales:

7.11.1 Undergraduate students in Wales paying the UK fee who began their qualification after 01 September 2014, or resume study after stopping for at least one academic year may be eligible to apply for a part-time tuition fee loan.

7.11.2 Undergraduate students in Wales who began their qualification after 1 September 2018 are able to apply for additional funding products as well as a part-time tuition fee loan, as a result of the Diamond Review into Higher Education funding and student finance arrangements. These additional products are the Welsh Government Learning Grant, the Special Support Grant and/or a Maintenance Loan. Students who are continuing qualifications which began before 1 September 2018 are not eligible to apply for these additional products.

7.11.3 Postgraduate Masters students in Wales paying the UK fee who began their qualification after 1 August 2017 may be eligible to apply for a postgraduate loan.

7.11.4 Postgraduate Masters students in Wales who began their qualification after 1 August 2019 may be eligible to apply for a combination of loan and grant funding.

#### 7.12. Additional information regarding funding for students in Northern Ireland:

7.12.1. From 01 August 2017, all Undergraduate students in Northern Ireland became eligible to apply for a part-time tuition fee loan in addition, or as an alternative, to part-time fee grant support.

7.12.2. Part-time fee grant support is means tested and eligibility can only be confirmed following the submission of a formal application, accompanied by appropriate evidence of household income, to Student Finance Northern Ireland.

7.12.3. Where your award of fee grant support is insufficient to cover your full Unit fees and you do not cover the additional amount using a part-time tuition fee loan, you will be liable to pay the remaining balance in full by an alternative method to complete your enrolment.

7.12.4. Postgraduate students in Northern Ireland who began their qualification after 1 August 2017 may be eligible to apply for a tuition fee loan for programmes up to a maximum duration of three years. You will be required to settle the difference between your fees and the funding you receive.

#### 7.13. Maintenance Funding

7.13.1 In order to receive maintenance funding that you have been awarded, OCA must confirm to the Funding Authority that they are satisfied that you are engaging with your studies. OCA uses information about your participation to confirm that you are studying to the Student Loans Company, who will then release payment to you. This process is referred to as Registration Confirmation. Further details about the ways

OCA might monitor your engagement and how they will use this information are outlined in the [Active Study Policy](#) and [Data Protection & Confidentiality Policy](#).

7.13.2 Registration will not be confirmed to the Funding Authority until “the Cancellation Period” has ended (which is 14 days inclusive from the date you receive the Confirmation of Enrolment Notification). This is the point at which fees are no longer refundable and you become liable for your tuition fees in full; any maintenance payments due will not be received before this date. You should not expect to receive payment of any maintenance funding until at least 3 weeks after the start of your Unit.

## Payment of your fees

- 7.14. Your obligation to pay fees is set out in the OCA: [Terms and Conditions](#), which also contain information on what may happen if those fees are not paid.
- 7.15. Where you enter into a Contract with OCA to pay fees via an instalment schedule, you acknowledge that, except as expressly stated in the OCA: [Terms and Conditions](#), you will remain liable for the payment of those fees in all respects, including (without limitation) any additional charges as a consequence of non-payment, late payment or failed payment.
- 7.16. In circumstances where you are in receipt of funding from a third party or public body, for example Student Finance England or equivalent, you acknowledge that you are primarily responsible and liable for the payment of those fees, whether or not the third party or public body is in a position to pay or continue funding, and that you are also responsible for the consequences of non-payment, late payment or failed payment by the third party.
- 7.17. OCA's 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. OCA will normally require confirmation of your eligibility before we agree to your enrolment. If you are permitted to enrol before the confirmation is received, OCA may cancel your registration if you do not obtain that confirmation within a reasonable time. You will be notified in advance if this is the case.
- 7.18. If you are enrolling to a postgraduate degree and are due to receive a payment directly from Student Finance England or Wales, registration will not be confirmed to the Funding Authority before the day of the first course unit enrolment in the academic year. This is the point that you become liable for your tuition fees. You should not expect to receive payment of any funding until at least 1 week after your course unit enrolment.
- 7.19. If OCA has accepted payment from you or an agreed payment method has been confirmed, and subsequently that payment or confirmation is withdrawn, or does not fully meet the cost of your Unit tuition fees, OCA may cancel your Unit, withdraw you from the college and recover any fees which are due from you in line with the [Student Debt Policy](#).
- 7.20. If you are in debt to OCA for your Unit tuition fees, you will not be able to enrol to any new Units or pay for future study unless all tuition fee debts are cleared. Any future study will then be subject to being paid for in full in advance, or by you having in place an acceptable secured method of payment for those fees.
- 7.21. Further information about what OCA may do if you fail to pay your fees can be found in the OCA: [Terms and Conditions](#) and the [Student Debt Policy](#).

## 8. Cancellling, deferring or withdrawing from your study

- 8.1. This section should be read in conjunction with the OCA: [Terms and Conditions](#), [Extenuating Circumstances Policy](#) and [Student Protection Plan](#).
- 8.2. Under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your enrolment to study a course unit and/or qualification, without giving any reason, within 14 days inclusive of the date of enrolment (i.e. the date when you receive the Confirmation of Enrolment Notification ("The Cancellation Period")). To exercise this right to cancel, you should follow the procedure laid out in the OCA: [Terms and Conditions](#).
- 8.3. In the event of the death of a registered student any outstanding fees would be written off.

## 9. Fee refunds

- 9.1. If you cancel during the period outlined in section 8.2 above, or more than 14 days inclusive after the receipt of Confirmation of Enrolment Notification for a Unit, but before the Unit start date, you will receive a full refund of any fees you have paid.
- 9.2. Any refund will be returned in sterling to the account from which the payment was made using the original payment method where possible; including refunds to Student Finance England, Student Finance Wales, Student Finance Northern Ireland, or to a third party who has provided payment via sponsorship or third-party credit or debit card. Students are responsible for any charges levied by their own bank. Verification of the original payment method details may be requested before any refund is made or alternative details sought if required.
- 9.3. Further information about fee refunds can be found in OCA [Refunds and Compensation Policy](#).

## 10. Discretionary fee refunds

- 10.1. In exceptional circumstances an institutional decision may be made to reduce the fee amount a student is liable for. These decisions are made by OCA panels on a case-by-case basis. In determining whether to award a fee reduction, OCA panels may request further information and evidence from you in order to make their decision; this is set out in OCAs [Extenuating Circumstances Policy](#). Any amounts paid by students or their funding provider above the agreed reduced fees will be refunded.
- 10.2. Discretionary fee refunds for cases that fall outside of those assessed by OCA panels may be considered and agreed by the Principal.
- 10.3. In the event that the [Student Protection Plan](#) is triggered, OCA will refund any tuition fees or wasted mandatory course-related costs that have been paid in advance for future studies. Further information can be found in the OCA [Refunds and Compensation Policy](#).

## 11. Fees for repeating course units

- 11.1. If you need to repeat a full Unit you will be required to enrol for that Unit and the full fee will apply. The fee you pay is the relevant fee in place at the time when you repeat the Unit, as displayed on the [OCA Website](#). In exceptional circumstances, such as a change in awarding bodies, this fee may be waived at OCA's discretion.
- 11.2. If you receive a fail result, as defined in the [Academic Regulatory Framework](#) for an undergraduate unit, additional payable tutorials may be required in place of the full Unit fee.

The number of required tutorials will be determined by the Quality and Academic Support team. The fee is payable in advance and is the relevant fee in place at the time when you take up the tutorials.

## 12. Additional costs

- 12.1. There may be other costs associated with studying the Unit, such as cost of materials, computer software, or other related provisions. The OCA gives an indication of the likely cost of study in its published unit information: however, these are only estimates and the true cost to you may be higher. If you are on a low income, you might be eligible for help with some of these costs after you start studying. Please contact the Learner Student Support Team [learnersupport@oca.ac.uk](mailto:learnersupport@oca.ac.uk) for further information.
- 12.2. Unit transfer or Accreditation of prior certified or experiential learning (APCL/APEL) are chargeable and the applicable fees can be found on the [OCA Website](#).
- 12.3. If you have paid UK fees and have requested study materials to be delivered to an address outside of the UK, you may be required to cover additional postal costs in order to receive your physical study materials. These additional costs may include VAT and customs charges (for larger items).
- 12.4. Depending upon the course and mode of study, students may be required to submit physical work to their tutor for the provision of formative or summative feedback (see [Learning and Teaching Policy](#) for further information), and/or to submit physical work for summative assessment. In such circumstances, students are liable for the costs associated with safe posting of physical work to either the tutor and/or OCA. OCA will be liable for the costs of the safe return of work to student home addresses.

## 13. Support for the policy

- 13.1. Should you need any help with this policy whilst you are enrolling to an OCA course, you should contact our Student Services team [studentenquiries@oca.ac.uk](mailto:studentenquiries@oca.ac.uk) who will be able to answer any queries you have.

## 14. Control of the policy

- 14.1. This policy was authored by Danielle Derrick, Head of Finance in consultation with OCA partners and staff and given approval through OCA Board of Trustees.

## 15. Reviewing the policy

- 15.1. OCA will work closely with its partners and staff to gather feedback on the outline of the policy, its intentions, the administration of the policy, and a review of all these points in practice. These will then be fed into the next review point for the policy.
- 15.2. This policy will be replaced in August 2023. If you would like to raise any issues around this policy then you should contact [accounts@oca.ac.uk](mailto:accounts@oca.ac.uk), or if you are a student, you might also wish to raise these with the [Student Association](#).