Fees Policy

1. Tuition Fees

1.1. Students are liable to ensure payment of all tuition fees for the programme or selected modules on which they study. The fees for programmes are set out in the College Prospectus, on the College webpages and in printed documentation produced by Schools and Professional Services.

1.2. At enrolment stage, students confirm their intention to study and provide details including agreement to pay the fee for the modules, credit or programme undertaken. Students are expected to enrol at the earliest opportunity and within 28 days of the first day of the term in which the programme/module commences at the latest.

1.3. All fees, refunds, credit notes and fee waivers are quoted and will be calculated in GB pounds sterling. Any international exchange rate calculation will follow established procedures in Finance.

1.4. The College sets different fee rates for Home/EU students and International students. Students are assessed by Registry Services on application for which category of fee they are liable to pay in line with the Fee Assessment Policy.

1.5. Where a student contests the tuition fee they are liable for or the level of credit/refund, the Academic Registrar (or their nominee) will determine the appropriate fee to be paid. Documentary evidence for any mitigating circumstances may be required. Students have a right of appeal via the Student Complaints Policy.

2. Government Policy

2.1. The College is not permitted to exceed the maximum regulated undergraduate fee determined by the government. Where the amount of credit identified to study in an academic year results in a fee that exceeds the maximum regulated fee the College reserves the right to set a maximum credit load and/or fee within the law.

2.2. The College may charge different tuition fees for students resident within the European Economic Area (EEA) and outside it and/or for different modes of study e.g. undergraduate, postgraduate, full or part-time. This is because the way in which higher education is funded may be different; the costs of providing education may be different; or because we provide a different range of services.

2.3. On 1st September 2012 new financial support regulations were put in place for Higher Education Institutions in England. Students who started their studies prior to this date, and in line with government student support regulations whose period of eligibility on the student support arrangements prior to 1st Sept 2012 has not yet ceased, will be charged fees in line with the pre-1st Sept 2012 student support arrangements (referred to as ‘old regime’). This applies to students who are continuing studying on a course of study started prior to 1st Sept 2012, or are taking an end-on course to a course started prior to 1st Sept 2012. Students who have taken more than 2 years break in study from their course are
deemed to have ceased their period of eligibility as an ‘old regime’ student and will be considered under the student support regulations from 1st Sept 2012 and will be considered as ‘new regime’. These transitional fee arrangements for ‘old regime’ students remain in place until 2017/18. After academic year 2017/18 old regime students will be charged the same higher fees as a new regime student as a result of the withdrawal of government funding.

2.4. Please note that transitional financial support arrangements are based on the government’s statutory Student Support Regulations. The College is not responsible for these arrangements and there is no right of appeal or an exceptions policy.

3. Ancillary Fees

3.1. Students may be required to pay additional fees for ancillary products or services such as library use, books, equipment, travel and/or accommodation for field trips. The College may provide means-tested financial support to eligible students to help provide financial assistance towards the cost of these. Ancillary services may be provided by third parties and fees paid direct to them.

4. Annual Increases and Fee Charging by Cohort

4.1. The College reserves the right to set appropriate tuition fees for its programmes and modules. Any substantial changes to fees will normally come into effect for students starting year one of a programme. Where fees are changed for programmes or modules, students continuing on a programme of study will not be subject to the new fee.

4.2. For programme enrolment courses¹ students are charged an annual tuition fee in each year of their programme. Following the first year of study tuition fees may be subject to annual increases. For the duration of their programme students may expect tuition fees to increase annually in line with inflation and not more than 5%. The fee will be confirmed annually at enrolment.

4.3. For modular enrolment courses as part of a Certificate of Higher Education, students are charged an annual tuition fee based on the fee(s) for the selected module(s). Following the first year of study tuition fees may be subject to annual increases. Students may expect tuition fees per module to increase annually in line with inflation and not more than 5%. In exceptional circumstances there may be fee increases per module of more than 5%. Where this is the case students who have begun their studies on a modular enrolment course will be protected from the higher fees for a maximum period of 2 years.

4.4. When students enrol on a programme they join a year-group which is known as a ‘cohort’. This is a group of students who commence their studies at the same time, and same mode of attendance, and would therefore expect to progress through the curriculum together. A students’ fee is linked to their cohort of study which indicates when they commenced their studies.

¹ Programmes of study that require an application to study; e.g. Prog enrolment Cert HE, UG degree, PG Degree, PGR degree.
programme of study. Students in a particular cohort, which is linked to a year of study of a programme will pay the same fees as other students of the same type (e.g. Home or International students) in that cohort.

4.5. If a student interrupts their studies or is required to repeat a year they may then be considered a part of a new ‘cohort’ for fee purposes and will be charged the appropriate tuition fee for the programme year of study; this may be a higher fee than the previous cohort fee if the fee for that programme has changed for a particular cohort. When required to retake a year of study or considering taking a break in studies students are strongly recommended to seek guidance on the implications of doing so on the tuition fee that may be charged. Once a student is allocated to a new ‘cohort’ they cannot return to the lower fee cohort. The financial support arrangements can be affected by the cohort to which a student belongs and are subject to government student funding regulations.

5. Payment Methods

5.1. The College have a number of ways in which students can pay their fees, full details are available here: http://www.bbk.ac.uk/mybirkbeck/finance. These include:
- Full payment upfront
- Instalment plans (termly/monthly)
- Student Loan, Career Development Loan, US or Canadian Loans
- Employer sponsorship, Birkbeck staff study assistance
- Scholarships or studentships

5.2. Where a student has enrolled on the basis of a payment by a 3rd party, (i.e. employer sponsor or loan provider) in the event that payment is not received from the identified sponsor within the expected timeframes the payment of fees will become the student’s responsibility.

6. Tuition Fee Amendments

6.1. Where a tuition fee must be amended, the correct fee (even if it is higher) will always be applied and charged to a student to ensure the student record is correct. In such circumstances and post enrolment, a credit note may be applied to reduce the actual amount a student would pay. An amendment to an individual student tuition fee cannot be agreed by an individual member of staff without the written permission of the Academic Registrar or their nominee. A reduction in tuition fee or tuition fee amendment (not initiated by a student) can only be requested by a School Manager or their nominee.

6.2. It is important for the College to assess a student’s tuition fees correctly. Students who have been under or over charged, due to them not providing relevant information to allow the correct tuition fee to be charged when requested to do so, will automatically be charged the correct rate of tuition fee as assessed by the College.

6.3. Tuition fees are charged annually at the rate set for each programme for the appropriate
mode of study. In some circumstances the College may agree that a student can take a non-standard study load and in this situation they may be charged a different tuition fee. This tuition fee will normally be pro-rated to the credit being taken but in certain circumstances, which may relate either to the programme of study or the student, a different calculation may be required. All non-standard tuition fees are subject to the agreement of the Academic Registrar (or their nominee).

6.4. If a student’s study load is reduced by recognition of accredited prior learning (APL) the tuition fee may be adjusted. There is no additional fee chargeable for consideration of accredited prior credited learning (APCL), a fee may be charged for assessment of accredited prior experiential learning (APEL). See the Accreditation of Prior Learning Policy for more information.

7. Changing modes or programme of study

7.1. Students who wish to change programme or mode of study are encouraged to only do so between academic years. If a student changes mode of study from full-time to part-time (or vice versa) or transfers to a different programme of study during the academic year, this may affect the tuition fee that is charged. Students in this situation will have their fees recalculated on a termly basis, with each term being 1/3 of the annual fee for the relevant programme and mode of study, e.g. a student who changed full-time to part-time starting in term 2 would pay term 1 at 1/3 of the full time fee, and each of terms 2 and 3 at 1/3 of the part time fee. In addition, students who are changing mode of study from full time to part time will have their fee capped at the maximum part time rate for that programme.

7.2. Please note that changing mode of study can affect government student funding entitlements and students receiving tuition fee and/or maintenance loans must take advice on how they will be affected.

8. Tuition Fee Debt

8.1. Students should not enrol on any programme of study unless they have sufficient funds or access to funding to pay their fees.

8.2. Students who find themselves in a position where they are unable to pay tuition fees at any time should contact the College for advice and support. Students should contact the Income Office in the first instance but may also contact the My Birkbeck Student Advice Centre or seek financial advice from the Students Union advice centre.

8.3. A student becomes a debtor to the College when tuition fees remain unpaid (in part or fully) in the timeframes as requested by the College. If a student is in debt to the College they will only be permitted to undertake further study if the arrears/debt are settled or the student has in place some other secured means of payment for those tuition fees or charges, which the College Income Office has accepted in writing.

8.4. Students are expected to respond to all communication from the College or its agents relating to the payment and/or non-payment of fees and acknowledge receipt of them when requested to do so.
8.5. Students experiencing financial hardship may be able to apply to Birkbeck financial support for assistance with course costs and, in some circumstances, tuition fees. However, support towards fees is very limited and can be no more than a partial contribution.

8.6. For students who are in debt to the College for tuition fees the following will apply:
• they will not be permitted to renew enrolment whilst any tuition fee debt remains outstanding.
• failure to pay outstanding debts following written reminders will result in termination of enrolment.
• Non-academic services such as access to the Birkbeck library and computer facilities may also be withheld. This is not an exhaustive list of services that may be withheld.
• Educational services may be withheld including; access to tuition, access to learning resources and assessment and examination results.²
• A tuition fee debtor may not be awarded any qualification of the College while their debt remains outstanding.

8.7. The College reserves the right to pursue student debtors for any fees they owe the College. This includes transferring the debt to legal or other agents to pursue.

8.8. Non-tuition fee debts will not prevent a student progressing in their studies or graduating. The College reserves the right to pursue (or via agents) such debts and to recover any costs incurred.

8.9. The College reserves the right to make students a debtor where they have enrolled on the basis of applying for a Tuition Fee Loan or Tuition Fee Grant from the Student Loans Company or its regional agencies (Student Finance England, Student Finance Wales, Student Finance Northern Ireland, or the Student Awards Agency for Scotland) and that fee Loan or fee Grant is not paid to Birkbeck when the student’s study commences.

8.10. If a student is in dispute with a third party sponsor such as Student Finance England, the student must provide the College with the authority to speak to the third party sponsor on their behalf. This is known as Consent to Share Information agreement. If consent is not given the College reserves the right to refuse enrolment, terminate study and/or withdraw services.

8.11. If the third party sponsor confirms a student is ineligible for funding (e.g. a student loan), the College reserves the right to request that the student sets up a new payment method. If the fee is not paid the student will become a tuition fee debtor to the College.

8.12. Any dispute about the nature of a debt recorded by the College should be dealt with under the College’s Student Complaints Policy (see here for details of College policies http://www.bbk.ac.uk/mybirkbeck/services/rules)

² Where the College is legally obliged to disclose assessment results to a student debtor, the communicated results (mark, grade or award) will not constitute an official transcript and the student debtor will not be able to declare to e.g. employers or other educational organisations that they have achieved that award. The results will also be communicated in a medium that does not associate them with the College.
9. Financial Support

9.1. The College provides a range of financial support options. If a student withdraws, interrupts study or does not attend to the satisfaction of the Academic Registrar (or their nominee), the College reserves the right to withhold the payment of financial support. Where an overpayment of financial support is identified, the College reserves the right to request repayment of any overpayment. If the repayment is not made the College reserves the right to create a student debt on the sum outstanding.

10. Tier 4 students

10.1. Overseas students who require a UK Tier 4 visa to study and are not funded by a scholarship or studentship are required to pay a deposit when accepting an offer to secure their place.

10.2. Details of the deposit scheme and terms and conditions are available here: http://www.bbk.ac.uk/prospective/international/visa/tier-4-visa/deposit

10.3. Students are issued a Tier 4 Confirmation of Acceptance for Study (CAS) on condition that they have sufficient financial resources to cover tuition fees and living costs in the United Kingdom. Students are required to provide evidence of this if requested.

10.4. Non-payment of fees may result in the withdrawal of Tier 4 sponsorship.

10.5. Students with a Tier 4 visa who are finding it difficult to pay their fees must contact the Income Office without delay.

10.6. Refunds or credit notes for students with Tier 4 sponsorship will be made to the country of origin and only processed once the student has provided confirmation that they have left the United Kingdom in accordance with the terms of their visa.

11. Research Students

11.1. Students who have been examined for a doctoral programme of study are liable to pay a fee for each re-assessment of their dissertation, thesis or equivalent. The fee charged is available on the My Birkbeck website.

11.2. Students fully enrolled as research students will be charged the appropriate full PhD programme fee. Students on writing up status will be charged a lower ‘writing up’ fee. Any variation to the relevant fee will be agreed by the Academic Registrar (or their nominee) in consultation with the School Manager (or their nominee).

12. Cancellation

12.1. Students who choose not to begin their studies after completing enrolment may cancel their intention to study.
12.2. Students who are enrolled are able to cancel the contract for studies without financial penalty until 14 days after enrolment.

12.3. In order to cancel students must inform the College of their decision to cancel by following the instructions on their My Birkbeck profile or in writing which must include details of their College student number and the name or code for the programme of study or module.

12.4. For students who cancel their studies within the 14 days period their tuition fee liability will be reduced to 0% and any sums paid to the College to enrol on a programme or certificate/short course module(s) will be reimbursed if paid in advance and the sum is requested by the student to be refunded.

13. Withdrawal and Break in Studies

13.1. Withdrawal is the process by which students cease studies before achieving their qualification aim and do not intend to resume studies at a later date. A break in studies is where students take an approved temporary interruption from their enrolment on their programme or modules. A withdrawal or break in study may take place between or during an academic year. If a student is considering withdrawing or taking a break from studying, they must speak to the Programme Director, Personal Tutor or Programme Administrator (or equivalent) for advice. Students should also familiarise themselves with the appropriate Policies. Advice on non-academic issues can be gained from the My Birkbeck Student Advice Centre.

13.2. A student who withdraws or is withdrawn from study will cease to be a student of the College. Students may withdraw or be withdrawn at any time in line with the Terms and Conditions of Study and College Policies. Once a student is withdrawn they will have no right to access or receive services from the College. A student who withdraws will be liable to pay fees based on the period of time that they have remained enrolled, calculated on a termly basis. The calculation of fee liability will be taken as the day that the College receives in writing (by email or My Birkbeck Profile) a request for withdrawal or interruption. This will be deemed the last date of attendance.

13.3. The College reserves the right to determine tuition fee liability in relation to the last date of attendance where, in the opinion of the College, there is evidence that the student has engaged with studies and/or when this is different from the notified last date of attendance.

13.4. If a student interrupts their academic studies and takes a break in study, for fee purposes the break in study will commence from the first day of the next term. For example, if a student interrupts study during Term 2 they will have their break in study calculated from the first day of Term 3. Students are recommended to only pursue a break in studies when they have a clear intent and/or plan to return to study. When a student returns to study after having a break in study, they will be liable to pay the relevant tuition fee for the cohort they are returning to at the time of re-enrolment. This may result in the student paying a higher or lower fee as result of any changes to fee tiers for their programme of study. (For more information see section 4)
13.5. The options for withdrawing and/or taking a break in study can have a number of significant financial and academic implications and students must be aware of these in order to make an informed decision. The reduction in liability for tuition fees will be calculated using the calculations in Table 1 (Programme Enrolment) or Table 2 (Modular Enrolment). The fee liability for students on modular enrolment programmes will be dependent on the number of modules and the amount of credit studied.

13.6. Students who withdraw or take a break in studies within the first 14 days of the first day of each term will not be liable for fees for that term. Students who withdraw before the end of the third term and have not paid the full programme or module fee (even if teaching has completed) may not be entitled to receive the credit or award.

13.7. If a student withdraws or takes a break in study their tuition fee liability will be automatically adjusted as outlined in the tables below and the following will apply:

- Students where fees are paid (wholly or in part) by a grant from a UK government or government agency (or equivalent), or from the College, are not eligible for a refund or credit for the grant element of the fee.

- Where fees are paid using a combination of payment methods, any refunds to which students are eligible will be applied in proportion to the sums covered by the different payment methods. This includes if the tuition fee was paid by a third party.

- If a discount has been applied to reduce the fee liability, students will not receive a refund or credit on the portion of the fee that was discounted.

- If the student’s course commences in the spring or summer fee liability will be calculated according to the term of study in which the course started.

13.8. For students who withdraw or take a break in studies from a programme enrolment programme, student fee liability will be adjusted as follows:

*Table 1: Programme Enrolment - Tuition Fee Liability for withdrawal or break in studies*

<table>
<thead>
<tr>
<th></th>
<th>UG tuition Fee Loan from Student Finance England**</th>
<th>Other Payment (incl self funding, government PG loans)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Up to Day 14 of first term</strong></td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Day 15 of first term to Day 14 of second term</strong></td>
<td>25%</td>
<td>33.33% (One third)</td>
</tr>
<tr>
<td><strong>Day 15 of second term to Day 14 of third term</strong></td>
<td>50%</td>
<td>66.66% (Two thirds)</td>
</tr>
<tr>
<td><strong>Day 15 of third term to programme year end date</strong></td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>After end of programme year</strong></td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Or 14 days after enrolment whichever is later
**Fee liability for students funded by undergraduate student loans are prescribed by government regulation on the basis of liability per term divided by 25%/25%/50%. Liability by any other payment method is calculated on the basis of equal liability across 3 terms of 33.33%/33.33%/33.33%.

13.9. For students who withdraw or take a break in studies from a modular enrolment programme, student fee liability will be adjusted for each individual module withdrawn from as follows:

Table 2: Modular Enrolment - Tuition Fee Liability for withdrawal or break in studies

<table>
<thead>
<tr>
<th>Module Type</th>
<th>Payment Period</th>
<th>All payment methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>One term module</td>
<td>Up to day 14 of first term*</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>Day 15 of first term to module end date</td>
<td>100%</td>
</tr>
<tr>
<td>Two term module</td>
<td>Up to day 14 of first term</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>Day 15 of first term to day 14 of second term of module*</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>Day 15 of second term to module end date</td>
<td>100%</td>
</tr>
<tr>
<td>Three term module</td>
<td>Up to day 14 of first term*</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>Day 15 of first term to day 14 of second term of module</td>
<td>33.33%</td>
</tr>
</tbody>
</table>

*Or 14 days after enrolment whichever is later

14. Mitigating Circumstances

14.1. Students who have an accepted academic mitigating circumstances claim and are then required to retake a module or modules without academic penalty are liable for the fees for the re-take module(s). However, students may make a claim for reduced fee liability for the re-takes if they were not able to attend the original module due to the mitigating circumstances. This may result in the student not being charged a fee for re-taking the module(s).

15. Refunds

15.1. Students who have had their fee liability reduced and payment has already been made (other than by student loan) that is above the fee liability will have the amount applied as a credit to their student record. If a student wishes to request the credit to be refunded they must contact the income office at feesrefunds@bbk.ac.uk.

June 2016