



Tuition Fee Policy

Effective from
August 2016

Date of first approval	August 2016
Date of approval for this version	December 2016
Version number	002
Next Review Date	August 2017

1. Introduction

- 1.1 This policy governs how Brighton Film School will apply and calculate tuition fees for all new and continuing students. The Brighton Film School reserves the right to amend this policy from time to time, in the light of prevailing circumstances (including legislative and regulatory changes).
- 1.2 This policy forms part of the Brighton Film School's terms and conditions and should be read in conjunction with the Student Contract.
- 1.3 Students retain ultimate liability for the payment of their tuition fees. The Brighton Film School reserves the right to permanently exclude a student for the non-payment of tuition fees in accordance with the procedures set out in Appendix 1: Students in Debt to the Brighton Film School, which, together with this policy, is made available online to all students prior to the completion of the enrolment process.

2. Tuition Fee Information

- 2.1 Tuition fees can either be classified as regulated (i.e. the UK government sets the legal maximum that can be charged in an academic year) or unregulated, which are set by the Brighton Film School. Fees for the Top-Up Degree are regulated and subject to the structure set by University of Brighton.
- 2.2 Details of all fees chargeable – for full time and short courses – are available on the Brighton Film School website.

3. Fees

Tuition fees

- 3.1 Tuition fees cover the educational and related services made available to students whilst they study at the Brighton Film School, including tuition / supervisory services, examination fees, access to learning / technical resources, assessment of submitted work and support / welfare provision. If these services are disrupted the Brighton Film School will make reasonable adjustment to ensure that students are not disadvantaged in completing their course. These adjustments are covered by the tuition fees.

Other fees

- 3.2 Some courses are subject to additional fees and charges that are not covered by the main tuition fee. These usually relate to optional activities on the course (such as field trips, additional materials/resources, printing/photocopying/binding charges). Students should contact the administration office or access the course website to obtain information regarding these additional costs.

Students may also incur other costs, such as charges for lost or damaged equipment.

Liability

- 3.3 Liability for fees will be from the first term that a student enrolls.
- 3.4 A student can be deemed to have accepted the terms and conditions from the start of their course if they have attended the Brighton Film School, accessed Brighton Film School services or used Brighton Film School property or facilities even if enrolment has not been completed.
- 3.5 Students must complete the full enrolment process within 14 days of the start date of their course or their activities or access to services may be restricted.

Deposits

- 3.6 Students are required to pay a deposit as a condition of their offer of a place on a course. This will be clearly set out in the offer conditions sent to the student, prior to them accepting a place. Students who want to defer their place for a year will need to pay a deposit to guarantee a place on the subsequent cohort and will be subject to the same conditions as an in-year application.
- 3.7 The deposit is non-refundable if subsequently the place is not taken up.
- 3.8 Where the place is taken up the deposit is off set against the tuition fee for the course. If the course is funded via a Career Development Loan or a Higher Education Loan then the deposit will be refunded once the first term is complete and the first instalment of the funding has been drawn down by Brighton Film School depending on the student's progress. The deposit may be held back until the final draw down of funding if the student has poor attendance or compliance and is unlikely to complete the full year of the course.

4. INTERNATIONAL STUDENTS

- 4.1 International students (those from outside the EU/EEA) cannot currently be supported by the Brighton Film School as we do not currently have a UK Tier 4 license.

5. Repeat Tuition Fees

BA(Hons) students

- 5.1 All students who have been assessed by the relevant Course Examination Board as having failed a module or element of their course and are registering for a full period of repeat study (including attendance) are liable to pay a repeat tuition fee. The repeat tuition fee will normally be calculated with reference to the number of academic credits being repeated in proportion to the relevant full-time tuition fee and study diet. Where the student is repeating an academic year in full they will be liable to pay the full tuition fee.
- 5.2 The Brighton Film School will not charge repeat tuition fees to a student who is repeating an assessment only or has been referred in a module or element of their course (as defined by the University of Brighton's General Examination and Assessment Regulations – GEAR).

5.3 The Brighton Film School will not charge repeat fees, if by doing so the total fees would exceed the statutory maximum fee that can be charged in any one academic year. The Brighton Film School will not charge repeat fees where a Course Examination Board has allowed a student to defer by accepting mitigating circumstances, as per the procedures set out in GEAR. In such circumstances, the student will be considered to be studying the repeated module as if for the first time.

6. All non-BA(Hons) courses - re-takes, re-sits and re-submissions

6.1 If a student has to re-sit or re-submit work to complete their year of study, the cost is included within the original fee structure and there is no additional charge. Where a student has used their re-submission, and has to re-take any of their programme modules, there is a charge of £150 per module.

7. Payment of Tuition Fees

7.1 Tuition fees are payable before enrolment and must be paid in full.

7.2 The only exceptions to this rule are;

If a student is paying via a Career Development Loan.

If a student has agreed staged payments with the Brighton Film School in advance of enrolment.

If the student is being financed via a Higher Education Loan.

7.3 Payment of the tuition fee is not dependent on the production of an invoice from the Brighton Film School as a student should already be aware of their potential tuition fee liability.

7.4 Students whose fees will be initially funded by a tuition fee loan/grant provided by the Student Loan Company (SLC) will have their fees collected from the SLC as per their loan/grant agreement. They must show this agreement at enrolment.

7.5 Where HNC/HND students do not have their entitlement letter at enrolment they are required to pay Term 1 fees (equates to one third of annual fee). This will be refunded once the entitlement letter is received. All HNC/HND students are required to attend enrolment at Chichester College and produce either their SFE/SLC entitlement letter or a receipt for fees paid to Brighton Film School and ID to confirm the entitlement is theirs. If these are not produced the student will need to sign a liability clause and enrol with a deposit of £100.

7.6 Brighton Film School does not offer Payment Plans or staged payments as part of any fee agreements. The admissions team will discuss how payment of the fees can be made and will support the student in finding an option that will help them study the relevant course. Any variations to the standard payment agreement will be discussed with the Chief Operating Officer who will make final decisions on fee payments.

7.7 Students partially or fully funded by an employer or sponsor must bring a valid authorisation letter from their employer/sponsor at time of enrolment. The student cannot sign the letter themselves unless they are the director or duly authorised individual for the organisation.

- 7.8 An invoice will be raised by the Brighton Film School finance department and will be payable 30 days from the invoice date. The school reserves the right to charge interest on outstanding balances beyond the due date at 4% above the prevailing Bank of England recommended base rate.
- 7.9 Payment of tuition fees can be made online via the Brighton Film School website;
Cash: in person, direct to the Film School's administration office;
By cheque made payable to 'Brighton Film Productions Ltd'
- 7.10 If a student (or their sponsor) defaults against an agreed payment plan the student will be subject to the procedures for student debtors as set out in the Appendix 1: Students in Debt to the Brighton Film School. Sanctions against non-payment include the restriction of teaching and learning facilities, refusal to re-enrol, withholding an academic award, refusal to graduate or exclusion from the Brighton Film School. In addition, the Brighton Film School may take legal action in order to obtain a County Court Judgement to recover the amounts due.

8. Withdrawals, Refunds and Cancellation

- 8.1 If a student withdraws from the course they will be liable for the full fee amount of the course. If the course is cancelled by the Brighton Film School then any Tuition fees paid will be refunded.

9. Intermission or Suspension of Studies

- 9.1 Undergraduate students may be permitted to intermit their studies (a temporary pause at the end of a stage of study) subject to their course leader's consent. Fees chargeable will be agreed on an individual basis depending on the student's circumstances.

10. Tuition Fee Reviews and Appeals

- 10.1 Queries concerning the tuition fees that have been calculated and charged should be initially directed to the Administration Office of the Brighton Film School to rectify any obvious errors or omissions. If a student is not satisfied that their issues have been fully addressed, they can request a review by appealing in writing to the Chief Operating Officer at:

Finance Department
Brighton Film School
84-86 London Road
Brighton
BN1 4JF

Or email accounts@brightonfilmschool.co.uk

- 10.2 All documentary evidence supporting the review should be enclosed with the written appeal. The appeal will be investigated by the Chief Operating Officer (or their nominee) and a response will be provided within 30 days of the receipt of all relevant information required to complete the review.

APPENDIX 1: STUDENTS IN DEBT TO THE Brighton Film School

1. General principle

- 1.1 The Brighton Film School will act to recover all outstanding debts owed by students.
- 1.2 The Brighton Film School will encourage students in financial difficulty to seek advice from the Student Support Department or from an agency external to the Brighton Film School.
- 1.3 Students are not permitted to enter a repeat year of study, proceed to a subsequent year of a course, transfer to any other course within the Brighton Film School or receive a final award unless all outstanding tuition fee debts have been paid. In addition, a student may be excluded during the academic year if a debt for tuition fees is overdue.
- 1.4 The Brighton Film School reserves the right to amend its policy on debt management and collection from time to time, in the light of prevailing circumstances

2. Action taken against students in debt Tuition fees

- 2.1 Students are responsible for the payment of all tuition fees irrespective of how these are funded. Tuition fees become due at the start of the academic year in which students have enrolled / re-enrolled. If students are able to produce evidence that their fees are to be paid by the Student Loan Company (SLC), Student Finance England (SFE), or a sponsor, the Brighton Film School will invoice the SLC, SFE or the sponsor directly. In all other cases, students are required to make arrangements to pay their tuition fees personally. The Brighton Film School will collect the due fees via one payment in full (usually before the start of the course).
- 2.2 For fully self-funded students there is an option to pay by instalments with agreement of the Head of School or Chief Operating Officer.
- 2.3 For each instalment option a student will be provided with details of the relevant payment dates. If a payment date is missed, the debt will be considered overdue. The Brighton Film School reserves the right to exclude students from the Brighton Film School during the academic year if tuition fees are not paid when due.
- 2.4 Some students may be eligible for discounts or early settlement rebates. Please see the Brighton Film School website for more details.
- 2.5 Details of tuition fee liability is set out in detail in the Brighton Film School's Tuition Fee Policy including the fee liability of withdrawing or intermitting students.

3.0 Appropriate actions against students in debt to the Brighton Film School

3.1 The following sanctions may be imposed (in combination, where appropriate), depending on the level and type of debt:

Tuition / Academic Fee Debt:

- exclusion (following notice of the intent to do so);
- non-processing / non-grading of examinations and assessments;
- refusal of enrolment or re-enrolment;
- refusal to graduate;
- invitation to award ceremonies withdrawn;
- withholding of any certificate due to be awarded.

3.2 All Debt (tuition fees, accommodation, sundry debt):

- restriction or suspension of access to services related to the overdue debt;
- referral to debt collection agency;
- court action for the recovery of debt (County Court Judgement) including the issuing of a warrant of execution (powers to collect a student's property in lieu of the debt by officers of the court – i.e. bailiffs).

4.0 Debt collection agency

4.1 Outstanding debt will normally be referred to the Brighton Film School's debt collection agency, but it is only the Brighton Film School that is permitted to initiate legal proceedings. If a student leaves the Brighton Film School with outstanding debts, the debt collection process continues, including legal proceedings for a County Court Judgement and an application to recover amounts owing (including a warrant of execution).

5.0 Tuition fee debt collection process

5.1 The standard procedure for collecting tuition fee debts is set out below. At each stage of the process, the Chief Operating Officer has authority to review all aspects of the debt and its collection, in liaison with the student, and to authorise a variation of the process. This authority may also be delegated.

6.0 Exclusion

6.1 If tuition fees are not paid when due, the student will be considered for exclusion from the Brighton Film School. The student will be given the opportunity to submit relevant information in support of their case, which must be considered by the Head of School.

- 6.2 If the Head of School decides that the student should be withdrawn then the student will receive a written confirmation that exclusion will take effect from at least ten working days after the issue of the letter notifying exclusion.
- 6.3 A student who pays the outstanding debt in full before the effective date of the exclusion will be permitted to continue as a student. The Brighton Film School is not obliged to re-admit any student who has been excluded for non-payment of tuition fees following the settlement of any outstanding debt. Any outstanding debts remaining once a student has been excluded will be referred to a debt collection agency and the courts for recovery.
- 7.0 Appeal against a decision to exclude on grounds of debt**
- 7.1 There is no further process of appeal within the Brighton Film School against a decision to exclude a student for non-payment of tuition fees.