



Document Title:	Fee and Refund Policy
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Lead responsibility:	Director of MIS

1 - Background

- 1.1 The policy sets out how the College will charge fees and the rationale behind the fee structure as well as the arrangements for making refunds. It is designed to provide a clear set of criteria for course charges and to avoid ambiguity and inconsistency
- 1.2 In exceptional circumstances, fees may be set outside the guidance of this policy, or be waived or amended as per the requirements for individual circumstances. These will be approved by the Chief Operating Officer
- 1.3 Where the ESFA (Education and Skills Funding Agency) or the GLA (Greater London Authority) fully funds a student, the College must not make compulsory charges related to the direct cost of delivering a learning aim. Direct costs include administration, tuition, exam/registration/assessment and/or materials and can include charges for identification passes, uniforms, trips/visits and materials where the student cannot achieve their qualification without them.
- 1.4 The College will not charge for a DBS (Disclosure and Barring Service) check where a learner is fully funded and it is a requirement to participate in learning.
- 1.5 The College can charge for optional extras that do not impact on the student's ability to achieve, this can include additional optional trips/visits **or** where the student wishes to keep materials/tools that have been purchased to aid their learning

2 - Scope

- 2.1 This policy applies to all curriculum areas when setting fees and authorising refunds. The policy applies to all students and where fees are being paid by a sponsor.

3 - Review

- 3.1 This policy will be reviewed annually alongside the ESFA (Education and Skills Funding Agency) and the GLA (Greater London Authority) funding guidance.

4 - Disclaimer

- 4.1 The College reserves the right to change or amend, at any time any of the course details including content, dates, times, venues, fees payable, concessions available, terms or conditions. The College also reserves the right to close or not to start any published course

5 - Tuition Fees

- 5.1 Tuition fees will apply for those students not eligible for full fee remission (see section 9) and these students will also be required to pay for any registration/examination fees. Tuition fees will be based on the assumed fee income of the funding rate for Adult Education Budget (AEB) funded provision.
- 5.2 No tuition fees will be charged to 16-18 year olds or 19-24 who have an EHCP where ESFA (Education and Funding Agency) funding is being claimed.
- 5.3 The tuition fee for a student who is not eligible for any ESFA/GLA funding will be charged the equivalent full funding value.

5.4 All courses not subsidised by AEB are priced individually and fees are available on the College website or on request

6 - Advanced Learner Loans

6.1 For students who have a full level 3 and above qualification and are aged 19-23 as at their start date and for those aged 24 or over, and where there is no further AEB funding available the full cost fee must be paid either via an Advanced Learner loan, directly to the College or a combination of both.

6.2 If a course is eligible for an Advanced Learner loan, the loan value will be set at the maximum weighted value, but it is not compulsory for a student to take a loan and the student can pay their fees direct to the College. Fees set above the maximum weighted value, will be required to be paid directly to the College.

6.3 The total full cost fees will not exceed the advanced loan fee charged.

6.4 Fees may be adjusted to take into account market conditions and participation targets.

6.5 A student who permanently withdraws within 14 days of their start date of their course will not be held liable for the tuition fees of that course for that academic year. Loans are liable after 2 weeks of attendance, attendance after 14 days is acceptance of the loan.

6.6 If a student loan application is unsuccessful or is incomplete and the student has attended after 14 days, the fees will be payable to the College.

7 - Higher Education (HE) Provision and HE Refund Policy

7.1 Higher Education (HE) fees will be set within the national fee framework. HE fees can be paid via the Student Loan Company through student application, but is not compulsory and students can pay their fees in other ways. Higher Education students are not entitled to any fee remission

7.2 All HE students who withdraw from their programme prior to the end of the academic year will be charged a proportion of the tuition fees for the full academic year according to the rules below. All students who are considering withdrawing from their higher education courses should contact the Admissions team at the College who can advise about the financial implications of withdrawing from their programme of study.

The refund policy is as follows: -

- Attendance in term 1 25% of the annual tuition fee for your course will be payable
- Attendance in term 2 50% of the annual tuition fee for your course will be payable
- Attendance in term 3 100% of the annual tuition fee for your course will be payable

7.3 A student who permanently withdraws in the first 2 weeks of their course will not be held liable for any tuition fees for that academic year.

7.4 For all students, attendance in a term will be determined as a student who has attended for at least one day during that term.

7.5 Where a student has not paid the fees owing for the academic year at the point of withdrawal, they will be recorded as in debt to the College and will need to settle the

balance of their fees immediately to prevent legal action being taken to recover those fees.

7.6 A student who temporarily withdraws from the College will be charged fees in accordance with the above policy. The student will need to have settled any amounts owing for their tuition fees prior to returning to their studies.

7.7 Where a student has taken out a tuition fee loan, the College will notify the Student Loans Company of the last date of attendance and the student's liability for fees will be communicated to the SLC on the above basis

8 - Apprenticeships

8.1 From 1 May 2017, Levy paying employers are charged a fee in line with ESFA and HMRC rules for apprenticeships. For every £2 drawn down from your digital account, the College will charge £1. For non-levy paying employers the College will charge a maximum fee of 5% of the funding value. Fee calculation will be based on the cost to us of delivering the particular apprenticeship standard or framework within the funding cap value. The fee agreements for employers will be determined by the Head of Business Development.

8.2 *End Point Assessment* - For apprenticeship standards requiring an end point assessment the fee and its due date will be negotiated prior to the commencement of the apprenticeship programme

9 - Fee Remission

9.1 Remittance of fees are dependent on the age of the student, the course the student is studying and the residency details including postcode. The details below are based on a Home residency status student who is not following an apprenticeship programme.

9.2 Students under 19 will be fully funded (fees fully remitted) as long as they have not already attained the qualification and they are not enrolled at another provider (full or part time). A student will be deemed as under 19 if they are under 19 as of the 31st August 2021 or aged 19 or over but continuing an aim they started aged 16,17 or 18. Students aged 19-24 who have a valid Education, Health and Care (EHC) plan will also be deemed as U19 for funding purposes

9.3 GLA funded students will be deemed as eligible for GLA funding if they meet the home residency criteria AND they are a London resident. If a learner resides outside of a devolved area they will be funded by the ESFA. Level of funding (fees remittance) will depend on the age, prior attainment, employment status (and wage) and type of course.

9.4 Unemployed learners may be eligible for full funding (fee remittance). Unemployed is defined as one or more of the following:

- they receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only;
- they receive Employment and Support Allowance (ESA);
- they receive Universal Credit, and their take-home pay as recorded on their Universal Credit statement (disregarding Universal Credit payments and other benefits) is less than £343 a month (learner is sole adult in their benefit claim) or £549 a month (learner has a joint benefit claim with their partner)
- they are released on temporary licence, studying outside a prison environment, and not funded by the Ministry of Justice.

9.5 Unemployed learners may be eligible for full funding (fee remittance) where BOTH of the following apply:

- receives other state benefits (as per listed on the enrolment form) and their take home pay (disregarding Universal Credit payments and other benefits) is less than £345 a month (learner is sole adult in their benefit claim) or £552 a month (learner has a joint benefit claim with their partner), and
- wants to be employed, or progress into more sustainable employment, and their take home pay (disregarding Universal Credit payments and other benefits) is less than £345 a month (learner is sole adult in their benefit claim) or £552 a month (learner has a joint benefit claim with their partner), and identified learning is directly relevant to the employment prospects and the local labour market needs.

9.6 Employed, low wage learners may be eligible for full funding (fee remittance) if employed or self-employed and would normally be expected to pay fees (co-funded) up to and including level 2 where BOTH of the following conditions are met:

- is eligible for co-funding; and
- GLA - earns less than the London Living Wage as an annual gross salary on the date of the learner's learning start date. Learners will be deemed to earn less than the London Living Wage as an annual gross salary if they earn less than the hourly London Living Wage (£10.85 per hour) at that point in time, multiplied by 37.5 (hours per week), multiplied by 52 (weeks per year). Based on the 2020/21 London Living Wage, this would be £21,157.50. *Note this will be reviewed in Nov 2021*
- ESFA - earns less than the Living Wage as an annual gross salary on the date of the learner's learning start date. Learners will be deemed to earn less than the National Living Wage as an annual gross salary if they earn less than the hourly National Living Wage (£8.91) at that point in time, multiplied by 37.5 (hours per week), multiplied by 52 (weeks per year)., this would be £17,374.50.

Provision and Aim category	Aim Category	Funded by GLA & ESFA	19 to 23 years old	24+ Unemployed	24+ other
English and math, up to and including level 2	39	Both	Fully Funded	Fully Funded	Fully Funded
Essential Digital Skills Qualifications up to and including level 1	42	Both	Fully Funded	Fully Funded	Fully Funded
Level 2 (excluding English and math) (First full level 2 must be delivered as part of the legal entitlement)	37	Both	Fully funded (first and full else not funded)	Fully Funded	Co-Funded
Learning to progress to level 2	40	Both	Fully Funded (up to and including level 1)	Fully Funded	Co-Funded
Level 3 legal entitlement (learners first full level 3)	38	Both	Fully Funded	Not Funded	Not Funded
Level 3 Adult Offer (learners without a full level 3 accessing a qualification on the Level 3 Adult Offer qualifications list)	45	Both	Fully Funded	Fully Funded	Fully Funded

Provision and Aim category	Aim Category	Funders GLA & ESFA	19 to 23 years old	24+ Unemployed	24+ other
Additional Level 3 covered under London Recovery Flexibility		GLA Only	Fully Funded if low wage	Fully Funded	Fully Funded if low wage
Additional Level 3 not covered under London Recovery Flexibility		GLA Only	Loan funded	Loan funded	Loan funded
English for Speakers of Other Languages (ESOL) learning up to and including level 2		Both	Co-funded unless unemployed then fully funded	Fully Funded	Co-funded
Learning aims up to and including level 2, where the learner has already achieved a first full level 2 or above	40	Both	Co-funded unless unemployed then fully funded	Fully Funded	Co-funded
Learning aims up to and including level 2, where the learner has not achieved a first full level 2, or above	40	Both	Not funded	Fully Funded	Co-funded

10 - Exam and Registration Fees

- 10.1 Awarding body fees for registration and exams are charged in addition to tuition fees and are payable by all students liable for tuition fees. Exam fees are set at the awarding body rates rounded up and are reviewed when the awarding bodies publish them.
- 10.2 Awarding body fees for registration and exams are charged in addition to tuition
- 10.3 Students who have received full funding and were not liable for tuition fees will not be required to pay exam and registration fees
- 10.4 There is no charge to HE students where the level of tuition fee income covers the cost of the awarding body registration
- 10.5 There is no charge to Advanced Learner Loan students as the value of their loan incorporates the costs
- 10.6 Payment of tuition and exam fees entitles a student to normally have one attempt only at that examination
- 10.7 All students, regardless of status or age, will be expected to pay to resit an examination, or unit of an examination where the Awarding body makes a charge for resits and also any additional costs that may be incurred such as scribe, reader, invigilation. This must be paid before the College re-enters the student for the examination ***Resit fees can be waived at the discretion of curriculum management depending on individual student circumstances such as attendance.***
- 10.8 Re-marks will be paid for by the College if the result is within 3 points of the grade boundary. Any requests for re-marks outside of the threshold will be charged to the student.

- 10.9 If students are required to register directly with professional awarding bodies, the registration is not paid to the College at enrolment but is paid directly to the professional awarding body by the student. The courses that are subject to these conditions are mainly professional courses, such as AAT, CIPD and CIM. There is no remittance of this registration fee regardless of status or age
- 10.10 Any request for a replacement certificate will be charged to the student unless the College is at fault

11 - Material Fees and Educational Visits

- 11.1 Students who have received full funding from ESFA/GLA and were not liable for tuition fees or are funded via the Adult Learner Loan will not be charged where the visit is a compulsory requirement in order to achieve their course
- 11.2 Students who have received full funding from ESFA/GLA and were not liable for tuition fees or are funded via the Advanced Learner Loan (ALL) will not be charged for any materials that are essential to their learning. Materials used in a learning activity will be charged if the student wishes to keep them outside of the learning environment, this applies to all students.

12 - Payment of fees

- 12.1 Payment of course fees are due at the point of enrolment except where a payment is made by an employer or is being funded by a loan (HE or Advanced Learner Loan).
- 12.2 Instalment plans will be made available where the total course fee exceeds £500 and the course duration is a minimum of 2 terms (For full details see appendix A)
- 12.3 Fees may be paid by cash, credit or debit cards and agreed instalment plans. Other options such as world pay and pay pal will be explored in the future to enable automated scheduled payments by instalments.
- 12.4 All short courses 12 weeks or less will require payment of full fees in advance
- 12.5 Students whose fees are being paid by their employer must supply written confirmation of sponsorship at enrolment. The confirmation must be on Company headed paper, be unconditional, state the name of the student and the course. It must also be signed by an authorised signatory (not the student)
- 12.6 Where a student has had their fees remitted based on information provided, should the College subsequently become aware later of further information that was pertinent to the assessment of that fee remission, then the fees will be re-instated and the student will be expected to pay any fees due

13 - Non Payment and Refunds

- 13.1 Students with debt outstanding for previous year courses will not be allowed to enrol unless the arrears are paid in full.
- 13.2 If a loan application is unsuccessful or not applied for at all the student will be liable for the fees if attendance passes the 2 weeks' liability point
- 13.3 Fees will be liable if attendance passes the 2 weeks' liability point and also applies to instalment plans of fees yet to be paid.
- 13.4 The College reserves the right to cancel courses. Where the course is cancelled prior to commencement the College will automatically refund all fees

13.5 Fees will only be refunded subject to the following conditions (this does not apply to students who have paid for their fees through the Student Loans Company or students on commercial programmes)

- The student has never attended the course or withdrawn within 2 weeks of a course of 12-weeks or more duration, less administration fee will be given.
- Withdrawing due to an exceptional circumstance - the refund will be calculated pro-rata, according to the number of weeks attended and an administration fee will be applied. Supporting evidence of the exceptional circumstance must be provided with the refund request
- Exceptional circumstances must be authorised by the Assistant Principal in conjunction with the Head of Finance. Below are examples of circumstances that would be considered and those that will not be - this is not an exclusive list and each circumstance will be considered on an individual basis

Circumstances that may be considered exceptional:

- Severe illness or injury that necessitates the student being away from the College and unable to complete their studies and is supported by a medical certificate.

Circumstances that would not be considered exceptional:

- Difficulties with childcare arrangements
- Changing jobs and/or moving away
- Loss of employment
- Emigrating

13.6 Refunds will be issued only where written/e-mail application for such is received within 28 days of the last date of attendance.

13.7 All fees will be deemed to include a non-refundable £40 administration fee (not including cancelled courses)

13.8 The College will not be liable for the refund of fees to students (or their sponsors) or any other financial penalty should classes be cancelled due to war, fire, strike, lock-out, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond its control

13.9 Costs will be deducted from refunds to cover examination and registration fees that have been made

13.10 Excluded students - no refunds will be made where a student has been excluded from the College due to a breach of the student code of conduct or they are withdrawn due to academic performance procedures and all fees will remain payable

13.11 Any complaints regarding charges relating to course fees should be processed using the College Complaints Procedure.

14 - Transfers between programmes

14.1 Students transferring between programmes may be eligible for paid fees to be transferred from one programme to another, and would be subject to funding eligibility.

14.2 If the fee for the new programme exceeds the amount paid for the original programme, then the difference is payable by the student

- 14.3 If the fee for the new programme is less than the amount paid for the original programme, then the amount of any refund due is dependent upon the weeks attended of the original course.
- 14.4 The date of transfer for calculating liability for fees and determining whether a refund is due will be the date that the student last attended the original course

15 - HE fees for Home students

15.1 The following fees are proposed for Home students on HE provision. Year 2 of a 2-year programme will be retained at the first year fee level. It should be noted that if it is proposed to charge fees to higher education students above the basic fee rate of £6,000 for registered providers up to a maximum of £9,250, it is necessary to submit an Access and Participation Plan for approval by the Office for Students. It is not proposed that the College will charge above the basic fee rate for higher education students.

Programme	Proposed Fee for 21/22	Fee 20/21	Increase from 20/21
Full time HND (2 year programme)	£5,560	£5,560 per year	£ nil
Full Time HNC/HND (1 year programme)	£5,560	£5,560	£ nil
Part time HNC (per year)	£3,090	£3,090	£ nil

Other HE courses may be delivered in conjunction with a hosting university. These fees are agreed with and paid to the university and will be separately marketed.

16- International Student fees

The following fees are proposed for the College's International provision

Programme	Proposed Fee for 21/22	Fee 20/21	Increase from 20/21
English as a Foreign Language (EFL)	£4,000	£4,000	£ nil
Study Programmes	£7,230	£7,230 per year	£ nil

17 - School Pupils and 14-16 provision

17.1 ESFA Funding is generally not available for under 16 year olds. The following therefore generally applies to those aged 14-16 who are enrolled at school.

17.2 The enrolment of school pupils under 16 requires the prior approval of the school, the parent/guardian and the College

17.3 When school pupils, whatever their age, wish to follow part of their programme at College during school hours, the College will require the agreement of the school and will charge the school for the costs of this provision.

17.4 Specific School Provision - Responsibility for negotiating the fee to be charged to the School and/or LEA rests with the Deputy Principal (Curriculum and Quality)

18 - Commercial Fees

The SLT have been given delegated authority from Finance and General Purposes Committee to set fees for commercial courses (including professional courses) according to its discretion to ensure that these are responsive and competitive, with the proviso that the courses must return an appropriate margin (at least 50%, usually higher) and that these are clearly published in marketing collateral and on the external internet site.

Appendix A

Instalment Plans –

Instalment plans will be made available where the total course fee exceeds £500 and the course duration is a minimum of 2 terms, the tuition fees may be made by three instalments. The following conditions apply:

- The initial payment of 50% is due on enrolment

- For courses that start in September, the instalment pattern will be:
 - At enrolment 50% of tuition fee
 - 30th November 25%
 - 28th February 25%

- For courses that start in January the instalment pattern will be:
 - At enrolment 50% of tuition fee
 - 31st March 25%
 - 31st May 25%

- For courses that are roll on roll off the instalment pattern will be:
 - At enrolment 50% of tuition fee
 - Month 2 25%
 - Month 4 25%

- Failure to adhere to the instalment plan may exclude the student from further tuition and from use of the College facilities.

- Failure to maintain payments may result in legal proceedings.