



# Fee and Refund Policy

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New or Replacement:	
Approved by:	
Date approved:	
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Author:	Adrienne Giles
Responsible Committee:	
Corporation Committee (if applicable):	
Date of next review:	May 2023
Equality Impact Assessment Date:	
Lead responsibility:	Director of MIS
Policy Category:	

## **1. Purpose**

- 1.1. The purpose of this policy is to set 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 and or the Director of Finance.

## **Scope**

- 1.3. 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 and or employer.
- 1.4. This policy will be reviewed annually alongside the ESFA (Education and Skills Funding Agency) and the GLA (Greater London Authority) funding guidance.
- 1.5. 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.
- 1.6. Where the ESFA or the GLA 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.
- 1.7. 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.
- 1.8. 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
- 1.9. 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.

## **2. Tuition Fees**

### **2.1. Tuition fees**

- 2.1.1. Tuition fees will apply for those students not eligible for full fee remission (see section 3) 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.
- 2.1.2. No tuition fees will be charged to 16-18 year olds or 19-24 who have an Education & Health Care Plan (EHCP) where ESFA funding is being claimed.
- 2.1.3. No tuition fees will be charged to students studying an English to Speakers of Other Languages (ESOL) where GLA or ESFA funding is being claimed.
- 2.1.4. The tuition fee for a student who is not eligible for any ESFA/GLA funding and on an Adult Education Budget (AEB) funded course, will be charged the equivalent full funding value as a minimum.
- 2.1.5. All courses not subsidised by AEB are priced individually and fees are available on the College website or on request.

## 2.2. **Advanced Learner Loans**

- 2.2.1. Students who are not eligible for funding on a level 3 course, may be eligible for an Advanced Learner Loan (ALL) to help with the cost of the course.
- 2.2.2. 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 directly to the College. Any fee values above the maximum weighted value, will be required to be paid directly to the College.
- 2.2.3. The total full cost fees will not exceed the advanced loan fee charged.
- 2.2.4. Fees may be adjusted to take into account market conditions and participation targets.
- 2.2.5. Students must apply directly for an Advanced Learner Loan, therefore the College cannot assess the student eligibility for a loan.
- 2.2.6. 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, students that continue to attend after 14 days are accepting fees liability.
- 2.2.7. 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.

## 2.3. **Higher Education (HE) Provision and HE Refund Policy**

- 2.3.1. Higher Education (HE) fees will be set within the national fee framework. HE fees can be paid via the Student Loan Company (SLC) 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
- 2.3.2. 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.
  - Attendance in term 1 25% of the annual fee for the course will be payable
  - Attendance in term 2 50% of the annual fee for the course will be payable
  - Attendance in term 3 100% of the annual fee for the course will be payable
- 2.3.3. 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.
- 2.3.4. For all students, attendance in a term will be determined as a student who has attended for at least one day during that term.
- 2.3.5. 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.
- 2.3.6. 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.
- 2.3.7. Where a student has taken 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.

## 2.4. **Apprenticeships**

2.4.1. All employers are required to set up a Digital Apprenticeship Service Account which is linked to the college as the named training provider in order to reserve funding.

#### 2.4.2. Levy Employers

- are charged a fee in line with ESFA and Her Majesty's Revenue and Customs (HMRC) rules for apprenticeships. Where the levy funds are insufficient to cover the monthly instalment, the difference will be paid through government employer co-investment.

#### 2.4.3. Non Levy Employers

- Non-levy employers will be required to contribute the co-investment rate of 5% of the funding and the government will pay the remaining percentage up to the funding band maximum.
- They will be sent an invoice after the apprentice has been on programme for 42 days and payment will be required within 30 days of receipt.
- Fee calculation will be based on the cost to us of delivering the particular apprenticeship standard and End Point Assessment within the funding band maximum.
- The fee agreements for employers will be determined by the Director of Business Development and Partnerships

### 3. Remittance of Fees (Fee Remission)

3.1. 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, aged 19 or older on 31st August within the 2022-23 funding year and is not following an apprenticeship programme.

3.2. 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 31<sup>st</sup> August 2022 or aged 19 or over but continuing an aim they started aged 16, 17 or 18. Students aged 19-24 who have a valid EHCP will also be deemed as U19 for funding purposes.

Provision	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
First <b>Full</b> Level 2	37	Both	Fully Funded	Fully Funded	Co-Funded
Level 2 (NOT Full)	40	Both	Co-Funded Fully Funded if unemployed <b>Must hold a Full level2 else not funded</b>	Fully Funded	Co-Funded
Entry and L1	40	Both	Fully Funded	Fully Funded	Co-Funded
Level 3 legal	38	Both	Fully Funded	Not funded	Not funded

entitlement (First)					
Level 3 Courses for Jobs (National Skills Fund (NSF))	45,46	Both	Fully Funded if unemployed OR does not already hold a Full level 3 else not funded	Fully Funded	Fully Funded if does not already hold a Full level 3 or on a low wage else not funded
L3 Advanced Learner Loan	12	None	Not funded	Not funded	Not funded
ESOL		Both	Co-Funded Fully Funded if unemployed	Fully Funded	Co-Funded

- 3.3. Unemployed is defined as one or more of the following :
- 3.3.1.receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only
  - 3.3.2.receive Employment and Support Allowance (ESA)
  - 3.3.3.receive Universal Credit (UC), and their take-home pay as recorded on their UC statement (disregarding UC 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)
- 3.4. The College will also fully fund learners if the BOTH of the following apply :
- 3.4.1.receives other state benefits (not included in the list above) and their take-home pay (disregarding UC 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**
  - 3.4.2.wants to be employed, or progress into more sustainable employment, and their take-home pay (disregarding UC 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 you are satisfied identified learning is directly relevant to their employment prospects and the local labour market needs
- 3.5. Low Wage , the college will fully fund learners on level 2 and level 3 where BOTH of the following are met:
- 3.5.1.Would have normally paid fees (co-funded)
  - 3.5.2.Earns less than £18,525 annual gross salary / £21,547.50 (London Living Wage). Based on a 37.5 hour week x 52 weeks per year
- 3.6. Asylum Seekers - **GLA ONLY** , will be fully funded :
- 3.6.1.if they have been in the UK for 6 months or more and no decision on their claim has been made yet OR they are receiving local authority support under section 23C or section 23CA of the Children Act 1989 or the Care Act 2014. OR
  - 3.6.2.They have been refused asylum and have appealed against the decision and not decision has been made
    - OR they are granted support under section 4 of the Immigration and Asylum Act 1999
    - Or they are receiving local authority support under section 23C or section 23CA of the Children Act 1989

#### 4. Exam and Registration Fees

- 4.1. 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.
- 4.2. Awarding body fees for registration and exams are charged in addition to tuition
- 4.3. Students who have received full funding and were not liable for tuition fees will not be required to pay exam and registration fees
- 4.4. There is no charge to HE students where the level of tuition fee income covers the cost of the awarding body registration
- 4.5. There is no charge to Advanced Learner Loan students as the value of their loan incorporates the costs
- 4.6. Payment of tuition and exam fees entitles a student to normally have one attempt only at that examination
- 4.7. The College will permit up to 2 free resits per exam units, any costs incurred after the 2 free resits may be payable. Any additional costs that may be incurred such as scribe, reader, invigilation, will also be payable. 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.*
- 4.8. If a candidate is absent twice for the same exam unit, any further costs incurred after the free resits will be payable.
- 4.9. Apprentices - The employer may be charged if there is no valid reason and or advance notification (more than 48 hours) for the candidate's absence to an exam.
- 4.10. 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.
- 4.11. 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
- 4.12. Any request for a replacement certificate will be charged to the student unless the College is at fault.

## **5. Materials and Educational Visits**

- 5.1. 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
- 5.2. Students who have received full funding from ESFA/GLA and are not liable for tuition fees or are funded via the Advanced Learner Loan 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.

## **6. Payment of Fees**

- 6.1. 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).
- 6.2. 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)
- 6.3. Fees may be paid by cash, credit or debit cards and agreed instalment plans. Other options such as world pay and PayPal will be explored in the future to enable automated scheduled payments by instalments.
- 6.4. All short courses 12 weeks or less will require payment of full fees in advance
- 6.5. 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, and state the name of the student and the course. It must also be signed by an authorised signatory (not the student)
- 6.6. 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 reinstated and the student will be expected to pay any fees due

## **7. Non Payment and Refunds**

- 7.1. Students with debt outstanding for previous year courses will not be allowed to enrol unless the arrears are paid in full.
- 7.2. If a loan application is unsuccessful or not applied for, the student will be liable for the fees if attendance passes the 2 weeks' liability point
- 7.3. Fees will be liable if attendance passes the 2 weeks' liability point and also applies to instalment plans of fees yet to be paid.
- 7.4. The College reserves the right to cancel courses. Where the course is cancelled prior to commencement the College will automatically refund all fees
- 7.5. 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

7.6. Refunds will be issued only where written/email application for such is received within 28 days of the last date of attendance.

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

7.8. 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

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

7.10. 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

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

## **8. Transfers between Programmes**

8.1. 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.

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

8.3. 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.

8.4. 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

## **9. HE Fees**

9.1. The following fees are 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 (OfS). It is not proposed that the College will charge above the basic fee rate for higher education students.

Programme	Fee 22/23	Fee 21/22	Increase
FT HND 2 Year programme	£5560	£5560	nil
FT HNC/HND 1 year	£5560	£5560	nil
PT HNC	£3090	£3090	nil
L5 Teaching (DET) 2 Year programme	<u>£2700</u>	<u>£2500</u>	<u>£200</u>

## 10. International Student Fees

10.1. The following applies to the International provision

Programme	Fee 22/23	Fee 21/22	Increase
<b>EFL</b>	<b>£4000</b>	<b>£4000</b>	<b>Nil</b>
<b>Study Programme</b>	<b>£7230</b>	<b>£7230</b>	<b>Nil</b>

## 11. School Pupils and 14-16 provision

11.1. 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.

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

11.3. 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.

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

## 12. Commercial Fees

12.1. Fees should be set for commercial courses ( including professional courses) , that these are responsive and competitive, with the proviso that the courses must return an appropriate margin (at least 50%,) and that these are clearly published in marketing collateral and on the external internet site

## 13. Related Documents

13.1. The following related documents are relevant to this policy / procedure:

- <https://www.gov.uk/advanced-learner-loan/how-to-apply>
- <https://www.gov.uk/student-finance>
- <https://www.gov.uk/government/publications/adult-education-budget-aeb-funding-rules-2022-to-2023/adult-education-budget-aeb-funding-rules-2022-to-2023>
- [https://www.london.gov.uk/sites/default/files/aeb\\_grant\\_funding\\_rules\\_2022-23\\_draft\\_0.pdf](https://www.london.gov.uk/sites/default/files/aeb_grant_funding_rules_2022-23_draft_0.pdf)

#### **14. Accountability**

- 14.1. The Director of MIS is responsible for the drafting and implementation of this policy.
- 14.2. He or she is also responsible for ensuring that this document is regularly reviewed and updated – and is the first contact point for managers seeking advice and guidance about the Fee and Refund Policy or making enquiries about its interpretation.
- 14.3. All managers are responsible for ensuring that they and their team members follow the requirements set out in this document.
- 14.4. All employees are responsible for adhering to the requirements set out in this document.

#### **15. Equality, Diversity & Inclusion**

- 15.1. The College has paid due regard to equality considerations during the preparation and implementation of this Policy.
- 15.2. These considerations included the potential for any differential negative effect on the grounds of age, disability, gender reassignment, pregnancy and maternity, race (including ethnic or national origins, colour or nationality), religion or belief (including lack of belief), sex, sexual orientation, marriage or civil partnership.
- 15.3. The College's judgement is that there is no such negative effect on those grounds and, consequently, no potential breach of the Equality Act 2010.
- 15.4. The operation of this Policy and Procedure will be monitored by the Executive Director of People and Organisational Development in order to establish that no unlawful discrimination is taking place and to identify opportunities for the College to enhance equality of opportunity and fair treatment.

#### **16. Review**

- 16.1. This document will be reviewed by May 2023
- 16.2. The Director of MIS will undertake this review, taking into account the outcomes of the monitoring process, legislative changes and developments in good practice.
- 16.3. As part of the review, the Director of MIS will seek and consider the views of the College's employees and, where appropriate, of the recognised trade unions.
- 16.4. The outcome of the review will be reported to the Senior Leadership Team.

#### **17. Policy Category**

Category [select ONE only]	<input type="checkbox"/> Business Development, Marketing and Subcontracting <input type="checkbox"/> Corporation <input type="checkbox"/> Data Protection <input type="checkbox"/> Equality & Diversity <input type="checkbox"/> Estates / Facilities <input type="checkbox"/> Executive Support, Administration and Reception <input type="checkbox"/> Finance <input type="checkbox"/> Health and Safety <input type="checkbox"/> International <input type="checkbox"/> IT Services <input checked="" type="checkbox"/> Management Information Systems <input type="checkbox"/> People and Organisational Development <input type="checkbox"/> Quality <input type="checkbox"/> Student Services & Safeguarding
Audience [select ALL that apply]	<input checked="" type="checkbox"/> Employees <input type="checkbox"/> Governors <input checked="" type="checkbox"/> Learners <input checked="" type="checkbox"/> Partners <input type="checkbox"/> Suppliers

## 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:
  - o At enrolment 50% of tuition fee
  - o 30<sup>th</sup> November 25%
  - o 28<sup>th</sup> February 25%
- For courses that start in January the instalment pattern will be:
  - o At enrolment 50% of tuition fee
  - o 31<sup>st</sup> March 25%
  - o 31<sup>st</sup> May 25%
- For courses that are roll on roll off the instalment pattern will be:

- o At enrolment 50% of tuition fee
  - o Month 2 25%
  - o 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.