

**Policy**



**South Devon College**

**COURSE FEES POLICY (P02)**

**2021-22**

# Course Fees Policy

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## **1. INTRODUCTION**

- 1.1. South Devon College is committed to a fair and transparent policy in respect of charges made to learners.
- 1.2. The term learners generally refers to those studying non-higher education programmes and students refers to those studying higher education programmes, although the terms are interchangeable. The type of course and its funding source will determine which aspects of the policy apply to a particular situation.
- 1.3. We believe it is in the interests of the learner, and where applicable, the learner's sponsor(s) (an organisation or employer who is funding the learner) and the College, that learners receive prompt notification of any fees or charges due to us, along with the arrangements for payment. Learners are responsible for prompt payment.
- 1.4. Learners retain ultimate responsibility for the payment of their fees, even where they have a sponsorship agreement.
- 1.5. This fees policy does not apply to commercial or contract work, which is separately negotiated, nor higher education programmes, which are covered by a separate policy.
- 1.6. Types of fee included in this policy are:
  - Further Education courses (including Advanced Learner Loans)
  - Apprenticeships
  - International learners
  - Adult Community Learning
- 1.7. Course fees cover the whole duration of the course. A programme is made up of any number of courses or qualifications spread over a period of time and each course or qualification may have fees associated with it.
- 1.8. The College may at its discretion vary fees and charges in line with market conditions, government policy and guidance, and special initiatives. Variations must be authorised by the Assistant Principal – Systems, Information, Performance or Vice Principal or Principal.

## **2. GUIDING PRINCIPLES USED TO SET FEES & CHARGES**

- 2.1. Learning providers are given discretion to determine their tuition and other fee charges, with certain limitations set by the Education Skills Funding Agency (ESFA).
- 2.2. The ESFA operates a different funding model for regions that have undergone devolution. The college is not in a devolved region. Where a learner lives in a devolved region, they may not be eligible to enrol on ESFA funded courses at the college without paying a fee to cover the full cost of the course.
- 2.3. For agency and other funded courses:
  - 2.3.1. The College operates a structure of fee banding to simplify a complex charging system and to make it easier for learners to see comparability. Banding attached at Appendix 1. For courses of 1 year or more, the College charges annually for its programmes of study, and fees in the second year of study and beyond may change.

2.3.2. The College charges a College Fee to all adults on full cost or government sponsored courses. The fee is banded at £120, £60 and £40 to reflect the size of the qualification. The College Fee for online and distance learning courses may vary to a maximum of £25 reflecting the indirect costs associated with them. The fee is invested into infrastructure projects and bulk procurement opportunities that are then offered to learners at no cost. The maximum College Fee payable per learner per year is £120.

2.3.3. The College reserves the right to charge premium fees on individual programmes where market demand and/or cost justify; and similarly to reduce/waive fees in exceptional circumstances.

2.3.4. Where applicable, Examination, Registration & Certification and other fees will be charged in advance at the time a learner enrolls. These will not normally be refundable.

2.3.5. Other charges may apply to individual courses and will be identified separately. These will not normally be refundable. This includes resit fees, and fees to cover the cost of additional learning support beyond that reasonably provided in learning, where no government funding is available; such as on full cost courses.

2.3.6. Fees and examination fees are not chargeable to 16 – 18 year old full time or part time learners as defined in the Education Skills Funding Agency (ESFA) Funding Guidance and in line with their guidance. Similarly, no fees will be charged for learners with learning difficulties or disabilities aged 19 to 24 and a current Education, Health and Care Plan, where they are funded by the ESFA.

2.3.7. In line with ESFA funding guidance, it is intended that learners on these programmes should continue to receive free tuition in any consecutive subsequent year of study on the same study programme as recorded in their learning agreement.

2.4. Learners are liable for the full payment of fees until formal confirmation of alternative arrangements is presented to the College.

2.5. The College reserves the right to exclude/suspend any learner who fails to pay their tuition and other fees, or make satisfactory arrangement to pay on, or by a set period after the start date of their course (**see below**). The College also reserves the right to not accept enrolment onto another course within the year or in the future if there are outstanding fees.

### **3. FEE REMISSION**

3.1. The ESFA recognises the importance of skills for gaining employment and for increasing the productivity of adults and will subsidise certain course fees enabling the College to offer fee remission for certain learners according to the ESFA eligibility criteria.

3.2. The priority groups that are currently eligible for ESFA subsidies include those on low wages, the unemployed on active benefits, those not in employment, those requiring adult Basic Skills (literacy and numeracy) or GCSE English or Maths at grade C or above and those without Full Level 2 or 3 qualifications. Age restrictions also apply to these categories.

3.3. The eligibility criteria changes each year and details of the changes will be communicated to learners through our marketing materials including website and through our support staff including Helpzone and Learner Information Services staff.

3.4. Learners will be required to provide evidence of their eligibility for fee remission (dated within 6 months before the course start date) and/or complete self-declarations as required at the time of enrolment.

- 3.5. Adult Community Learning offers a 20% discount to learners using the ESFA eligibility criteria for FE courses.
- 3.6. In some circumstances, the College will offer qualifications that would be eligible for grant or loan funding but do not claim this, instead charging a commercial full-cost fee. Other providers may offer alternative funding routes for the same qualification.

## **4. APPRENTICESHIPS AND TRAINEESHIPS**

### **4.1. SCOPE**

4.1.1. Apprenticeships refer to learners studying an approved apprenticeship in the form of a framework or a standard. This includes Higher and Degree Apprenticeships.

4.1.2. Traineeships refer to an approved traineeship of 6 months or less, to be defined by an employer.

### **4.2. NEGOTIATED PRICE**

4.2.1. Apprenticeships – the ESFA expect that employers must contribute towards the agreed negotiated price of any apprenticeship and the college will comply with the compulsory elements of the ESFA funding guidance and rules.

4.2.2. The amount chargeable to the employer will be as per the agreed negotiated price at the start of the apprenticeship, this will factor in any recognition of prior learning.

4.2.3. As part of the introduction of the ESFA reforms, in 2017 the Apprenticeship levy was introduced for businesses with a pay bill of more than 3m – 0.5% of the monthly pay bill is paid into the Apprenticeship Service. The employer must use these funds to pay for the full agreed negotiated price of the Apprenticeship. SME's will contribute 5% of the agreed negotiated price of any apprenticeship.

4.2.4. There are no fees charged for Traineeships.

4.2.5. Students transferring on to apprenticeships from other courses are responsible for paying the part of course that they have attended. Fees will not be waived for the period before the apprenticeship starts.

### **4.3. PAYMENT METHOD**

4.3.1. SMEs - Negotiated price is payable monthly by Direct Debit for the duration of the apprenticeship

4.3.2. Levy Employers - Negotiated price is payable monthly via the Apprenticeship Service

### **4.4. PERIOD OF LIABILITY**

4.4.1. The employer liability for future contributions ceases if the apprentice leaves their organisation. No refund of contributions up to the point of leaving will be made.

## **5. INTERNATIONAL LEARNERS**

### **5.1. SCOPE**

5.1.1. EEA nationals who moved to UK before 1 January 2021 are eligible for funding. However such nationals should have applied to the Home Office for settled status or have pre-settled status. EEA nationals resident in UK before 1 January 2021 should be eligible for funding and will be funded where institutions hold evidence of residency before 1 January 2021. Any such students without Home Office evidence of settled or pre-settled status should be encouraged to resolve their immigration status with the Home Office at their earliest opportunity.

5.1.2. EEA nationals who moved to UK on or after 1 January 2021 are not automatically eligible for funding. However, all Irish citizens are automatically eligible for funding on the same basis as all UK nationals. All other EEA (includes EU) nationalities who enter UK on or after 1 January 2021 will be treated equally to citizens entering the UK from all other nations of the world and need to prove they have the necessary Home Office immigration permission to legally reside in the UK

## **5.2. FEE LEVEL**

5.2.1. Where learners are not eligible for ESFA grant funding the following learner rates will be charged in 2021/22 for a year of study.

5.2.2. Further Education full time - £8,450 per annum plus a programme weighting factor (if applicable) for 2021/22 starts. Part time rates will be based on a proportion of the study time.

5.2.3. Additional charges may apply in line with United Kingdom Border Agency requirements.

5.2.4. If additional learning support is required this will be chargeable in addition to the international fee above.

## **5.3. PAYMENT METHOD**

5.3.1. A non-refundable administration fee of £400 will be required prior to issue of Confirmation of Acceptance for Studies (tier 4).

5.3.2. International fees are payable in advance and are non-refundable.

5.3.3. International learners are not entitled to pay by instalments.

5.3.4. No bursaries are available for international learners.

## **5.4. PERIOD OF LIABILITY**

5.4.1. All fees and charges are payable in advance and are not refundable.

## **6. UNDER 16 LEARNERS**

### **6.1. SCOPE**

6.1.1. Under 16 learners refer to learners who commence their studies in September 2021 who are under the age of 16 at the start of the academic year.

### **6.2. FEE LEVEL**

6.2.1. Individual learners under the age of 16 for whom no ESFA approval for funding has been given and who seek to enrol on a College course will normally require a letter of support from their school or educational psychologist. The school (i.e. the LEA for maintained schools) or parents will be required to pay a fee based upon the income that the College would have received from the ESFA.

6.2.2. The standard fee for a learner undertaking a normal programme will be based on the EFA funding formula. Any additional costs which may be incurred over and above a normal programme will be charged in addition to this basic fee rate.

## **7. ADVANCED LEARNER LOANS**

### **7.1. SCOPE**

7.1.1. Advanced Learner Loans refer to learning loans for learners aged 19 and over for study on eligible level 3, 4, 5 or 6 qualifications, excluding Advanced and Higher Apprenticeships and Higher Education. The College will comply with the compulsory aspects of the Funding Rules 2021/22 document relating to Advanced Learner Loans.

### **7.2. FEE LEVEL**

7.2.1. Tuition fees will vary depending upon the course. The course fee is on the website, will be presented to learners on the enrolment form or offer letter. The fee may change up to and including the point of enrolment

7.2.2. The loan can cover all costs and charges for items which a learner cannot complete the course without. Any additional costs which may be incurred over and above the loan value will be charged in addition to the loan value.

### **7.3. PAYMENT METHOD**

7.3.1. Learners must apply to the Student Loans Company (SLC) for the Advanced Learner Loan. The Student Loans Company is responsible for assessing whether learners are eligible for a loan and for administering repayments.

7.3.2. The College recommends that individuals consider their own financial circumstances before applying for a loan and look into all the options available. Free independent financial advice is available from The Money Advice Service at [moneyadviceservice.org.uk](http://moneyadviceservice.org.uk)

7.3.3. The College recommends that individuals carefully consider the implications of the time taken to process a loan application, including appeals, and their liability for the fee should the loan not be in place promptly.

7.3.4. If a learner's loan is not approved after 4 weeks from the start date of the course, the learner will be required to set up a Direct Debit and start paying their fees in instalments. If their loan is approved at a later date, any monies due back to the learner will be refunded back into the account details on the Direct Debit mandate form. The Fee Liability Declaration form must be signed and dated by the applicant before enrolment onto any Advanced Learner Loan course can proceed. This has been written in accordance with Student Finance England guidance.

### **7.4. PERIOD OF LIABILITY**

7.4.1. Learners should note that once they have attended the course, cancelling their loan with the Student Loan Company will not remove the requirement to pay fees. The balance will remain outstanding against the learner's enrolment record until payment of all fees due has been received. This includes the College Fee – please see Refunds below.

7.4.2. Learners will be liable for the full SLC loan amount taken out or full level of loan taken up until the point of formal withdrawal from the associated qualification regardless of any other circumstances including, for example, outstanding or unresolved complaints or disputes.

7.4.3. Learners who wish to transfer from one course to another, or take a break in learning must seek direct advice from the Helpzone to understand the possible implications before making a decision.

7.4.4. Any student returning from break in learning should resume the course at the point they previously stopped the course. If a learner wishes to restart the course from the beginning, they will be required to pay the difference in fees between the start of the course and the point at which they took a break in learning.

7.4.5. Only students who are funded via an Advanced Learner Loan or an Apprenticeship are eligible for a break in learning

## **8. LEARNERS WHO ARE SELF FUNDING**

### **8.1. FEE LEVEL**

8.1.1. Tuition fees will vary depending upon the course. The course fee is available on the website and will be presented to learners on the enrolment form or offer letter. The fee may change up to and including the point of enrolment

### **8.2. PAYMENT METHOD**

8.2.1. Learners must apply to the Student Loans Company (SLC) for the Advanced Learner Loan. The Student Loans Company is responsible for assessing whether learners are eligible for a loan and for administering repayments.

8.2.2. The College recommends that individuals consider their own financial circumstances before applying for a loan and look into all the options available. Free independent financial advice is available from The Money Advice Service at [moneyadviceservice.org.uk](http://moneyadviceservice.org.uk)

8.2.3. The College recommends that individuals carefully consider the implications of the time taken to process a loan application, including appeals, and their liability for the fee should the loan not be in place promptly.

8.2.4. If a learner's loan is not approved after 4 weeks from the start date of the course, the learner will be required to set up a Direct Debit and start paying their fees in instalments. If their loan is approved at a later date, any monies due back to the learner will be refunded back into the account details on the Direct Debit mandate form. The Fee Liability Declaration form must be signed and dated by the applicant before enrolment onto any Advanced Learner Loan course can proceed. This has been written in accordance with Student Finance England guidance.

### **8.3. PERIOD OF LIABILITY**

8.3.1. Learners should note that once they have attended the course, cancelling their loan with the Student Loan Company will not remove the requirement to pay fees. The balance will remain outstanding against the learner's enrolment record until payment of all fees due has been received. This includes the College Fee – please see Refunds below.

8.3.2. Learners will be liable for the full SLC loan amount taken out or full level of loan taken up until the point of formal withdrawal from the associated qualification regardless of any other circumstances including, for example, outstanding or unresolved complaints or disputes.

8.3.3. Learners who wish to transfer from one course to another, or take a break in learning must seek direct advice from the Helpzone to understand the possible implications before making a decision.

8.3.4. Any student returning from break in learning should resume the course at the point they previously stopped the course. If a learner wishes to restart the course from the beginning,

they will be required to pay the difference in fees between the start of the course and the point at which they took a break in learning.

8.3.5. Only students who are funded via an Advanced Learner Loan or an Apprenticeship are eligible for a break in learning.

## **9. SUPPORT WITH COSTS**

9.1. Limited discretionary funds for Further Education are made available from the Government to support eligible learners enrolled on funded courses and contribute towards costs as determined by the College Learner Support Fund criteria. Examples of costs that may be eligible for support are:

- Exam and/or registration fees
- Tuition
- Essential kit and equipment
- Books
- Travel

9.2. Full-time and part-time learners required to pay fees but who are eligible for support from the Learner Support Fund will be required to contribute at least 30% towards the cost of exam/registration fees.

9.3. Eligibility for support towards costs will be determined on the basis of applicant income, identified need and availability of funds. Availability of funds may change in year and where necessary the College may alter the support offer accordingly.

9.4. Childcare: Support may be available towards meeting the cost of OFSTED registered childcare up to a ceiling determined by the College. Any learners under 20 will be funded by Care to Learn for childcare costs.

9.5. For any learners requesting support with fees, the Helpzone will be able to offer advice as to possible routes.

## **10. SPONSORS**

10.1. Learners may ask the College to invoice external sponsors, such as employers or other third parties. Learners must provide, at or before the time of enrolment, evidence to confirm the amount or proportion of the fees and charges being paid by the sponsor.

10.2. In the event that evidence from a sponsor is provided at a later date, then any amount which has been paid by the learner will be refunded to the extent that the fees/charges are to be paid by the sponsor.

10.3. It is the learner's personal responsibility to ensure that fees and charges are paid on time. This is the case irrespective of whether fees are being paid by a sponsor (including the Student Loans Company).

10.4. If the sponsor does not pay for whatever reason, the responsibility for payment of any outstanding fees or charges falls to the learner.

10.5. Sponsors are liable for all fees up to the point of a student withdrawing, regardless of the reason for withdrawal.

## 11. REFUND POLICY

- 11.1. If the College cancels a course it will refund the full fees paid by the learner.
- 11.2. Individual staff at the College are not permitted to waive fees or authorise refunds. This can only be authorised by the Assistant Principal Systems, Information, Performance, Finance Director, Vice Principal or Principal.
- 11.3. If a learner withdraws from a course before the start date of the course the learner will be entitled to a refund of tuition and exam fees, providing they have informed Student Services (Helpzone) at least 2 weeks before the course start date. An administration fee of £15 will be retained.
- 11.4. If a learner withdraws from the course after the course start date or does not attend the course they have enrolled on there will be no refund of payments made (including tuition, material, registration and exam fees) unless the learner has withdrawn due to their own serious medical condition (medical certificate required as evidence), and then a proportionate refund of tuition fees may be made (based on the proportion of the course attended), on application to the Assistant Principal Systems, Information, Performance. The application will be acknowledged and considered by senior staff using information collated from interested parties.
- 11.5. In the event of a refund being authorised, exam fees will only be refunded if they have not already been paid on to the relevant Examinations Board.
- 11.6. The administration fee for paying fees by instalments of £15 is non-refundable.
- 11.7. Where a College Fee has been applied, this is non-refundable.
- 11.8. Refund applications will only be considered within the relevant academic year and tuition fees will not be reduced to learners who start their courses late.
- 11.9. Refunds will normally be paid by Bacs within 28 days of authorisation of refund. Depending upon the type of purchase (i.e. course fees, bus passes, etc) payments made by debit/credit card may be refunded to the debit/credit card used to make the original payment or they may be refunded by BACS.
- 11.10. All refunds for any item purchased from the College (including its retail outlets) can only be processed by the Finance Department.
- 11.11. If a learner has outstanding fees (e.g. they enrol on another course that is chargeable) any refunds owed will not be paid back, instead they will be offset against the outstanding fees. If a student owes money to the College for any reason, any refund amount will be offset against the outstanding debt. If a residual balance remains after the outstanding debt has been cleared, that will be the value of the repayment.
- 11.12. A break in learning can only be taken by learners who have approved Advanced Learner Loans or for apprentices whose employers are paying an apprenticeship levy. Learners paying their own tuition fees cannot take a break in learning – instead they will have to withdraw from the course and pay for the part of the course they have attended. If they return to study, they will have to enrol on the course and pay for the full course.
- 11.13. Learners studying in one academic year cannot stop their studies and defer to the next academic year – instead they will have to withdraw from the course and pay for the part of the course they have attended. If they return to study, they will have to enrol on the course and pay for the full course.

## **12. PAYMENT OPTIONS**

- 12.1. All fees are payable on enrolment. However, to assist learners who would otherwise suffer financial hardship in paying their fees in one sum, approval may be given to pay fees in instalments by Direct Debit. A learner's previous payment history may be taken into account when deciding approval.
- 12.2. The method of payment for instalments will be by Direct Debit, except at the time of enrolment when the first payment is due.
- 12.3. Payment options are not available to international learners, employers (except for apprenticeship fees) or for amounts owed under £100.
- 12.4. There is a £15 non-refundable administration fee for learners wishing to pay by instalments.
- 12.5. If approved, a Direct Debit form must be signed at the time of enrolment.
- 12.6. Direct Debit payments will be taken on or just after either 20<sup>th</sup> or 28<sup>th</sup> of each calendar month.
- 12.7. Where fees are £100 or more and instalments are approved, the total fee will be divided equally between the agreed number of instalments, the first payable on enrolment and the remainder by Direct Debit, with a minimum monthly payment of £25.
- 12.8. Direct Debit payments will be taken from September 2021 onwards for 2021/22 courses.
- 12.9. All instalment plans starting at the beginning of the academic year must end by May 2022. For short courses, the last instalment is due before the end date of the course.
- 12.10. All instalment plans for learners on 2 year courses starting September 2021 must end by July 2022.
- 12.11. If a learner cancels their Direct Debit, all outstanding fees will become immediately payable in full.
- 12.12. If a learner fails to pay two consecutive instalments, their instalment plan will be cancelled and the full amount outstanding will become due and payable immediately.
- 12.13. If there are insufficient funds in your bank/building society account to cover the cost of a Direct Debit instalment, the learner will incur charges from their bank/building society. Any such charges are the learner's responsibility and will not be refunded by the College.

## **13. NON PAYMENT OF FEES AND CHARGES**

- 13.1. Learners retain ultimate responsibility for the payment of their fees and any other charges owed to the College, regardless of arrangements with third parties such as Student Finance England or any sponsors. If a third party is paying amounts on your behalf, you must ensure that these payments are duly made.
- 13.2. The College will pursue all unpaid fees and charges, and this could result in the following action being taken:
  - Withdrawal of library borrowing rights;
  - Withdrawal of IT rights/access;
  - Suspension or withdrawal from a course/study programme;
  - Awards may be withheld and/or graduation deferred;
  - Exclusion from Awards Ceremonies;

- Referral of debt to an external debt collection agency; or
  - Legal action through the courts which may affect a person's credit rating.
- 13.3. If a learner is suspended or withdrawn from a course for non-payment, they will remain liable for all fees and charges.
- 13.4. Any debt collection, legal or court fees incurred in the pursuance of outstanding fees and/or charges may be added to the amount owed.
- 13.5. Learners will not be permitted to enrol on any further courses if there are outstanding fees or charges. This includes any free courses that the learner may wish to do – if a debt is recorded on system, no further enrolment, regardless of cost, may be carried out until the debt is paid in full.
- 13.6. If an enrolment takes place and it is later found that the learner has a debt with the College, we reserve the right to suspend the learner from the course until the debt has been paid in full.
- 13.7. Learners who apply for bus passes will not receive the bus pass for the following term unless all outstanding payments are up to date. If the Direct Debit is cancelled because the bus pass is no longer required, the bus pass must be returned immediately to the Transport Officer in the Helpzone. If the bus pass is not returned the learner will be responsible for payment for the full term, or until the bus pass expires.

## Appendix 1

### **Fees Matrix - 2021/22**

College fee applies to all students, regardless of learner being fully funded or co-funded but tiered according to Level of **PARENT** course.

College Fee	Learning Aim Type	GLH (Non Regulated Provision)	Tuition Fee
£0	Award (1)	<= 12	<b>£34</b>
£40	Award (2)	13-20	<b>£68</b>
£40	Award (3)	21-44	<b>£103</b>
£60	Award (6)	45-68	<b>£205</b>
£60	Award (9)	69-92	<b>£308</b>
£60	Award (12)	93-100	<b>£411</b>
£120	Certificate (13 - 24)	101-196	<b>£495</b>
£120	Certificate (25 - 36)	197-292	<b>£866</b>
£120	Diploma (37 - 48)	293-388	<b>£1,360</b>
£120	Diploma (49 - 72)	389-580	<b>£1,761</b>
£120	Access to HE		<b>£2,068</b>
£120	Diploma (73 - 132)	580-1060	<b>£2,853</b>
£120	Diploma (133+)	1061+	<b>£4,518</b>

<b>ACL Fees 2021/22</b>		
GLH	PRICE BAND	Price
3		30.00
1-5	A	40.00
6-10	B	60.00
11-15	C	79.00
16-20	D	92.00
21-25	E	112.00