

## Title: Tuition Fee Policy excluding Higher Education Students March 2020

**TYPE:** Tuition Fee Policy excluding Higher Education Students

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**PURPOSE:** This document outlines the policy for tuition fees, examination fees and other fees payable by students excluding Higher Education students.

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**SCOPE:** This policy applies to all students excluding Higher Education students. It is effective from 31<sup>st</sup> March 2020.

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**RESPONSIBILITY:** The Vice Principal Finance is responsible for this Policy

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**Note: Legal Context** Guidance issued by the Education & Skills Funding Agency (ESFA) and the Consumer Rights Acts 2015 and related consumer legislation.

### 1. INTRODUCTION

The College is committed to ensuring that its course fees are fair and represent value for money. The College also commits to providing potential learners with clear information about its fees, concessions and payment methods.

#### Scope

- This policy statement details how the College will apply fees for courses funded by the Education and Skills Funding Agency (ESFA) and fees for those courses that receive no grant funding (often referred to as “Full Cost” courses).
- This policy covers tuition fees, examination fees and other fees payable by students.

- Tuition and examination fees are reviewed and set annually by the Principal and Executive Management Team (EMT) in accordance with the guidance issued by the ESFA. In exceptional circumstances (i.e. to reflect market factors), fee adjustments may be made following approval by the Principal.
- Fees are set for year 1 of the course and remain unchanged for its duration.
- This document is effective from 31<sup>st</sup> March 2020.

### **Disclaimer**

- When applying all students are asked to confirm their country of residence for the past three years. The Student Services Team will check information in the application relating to fee status, including the nationality, country of residence and immigration status. Where the combination of information provided suggests that the fee status declared by the applicant may be incorrect or insufficient information is provided the College carries out a fee status assessment. The College does not exercise discretion when determining applicants' fee status. The College reserves the right to amend an applicant's fee status after the formal offer has been issued.

### **National Fee Guidelines**

- The ESFA and WMCA funding approach assumes that all students other than those eligible for fee remission are charged a tuition fee as a contribution towards the costs of their learning. The ESFA and WMCA also recommends that accreditation costs are paid by all adult students. The ESFA's and WMCA's assumed fee income is 50% of the funding for the learning aim.
- 'Home Students' are those who in general have been resident in the EU or the EEA for the three years preceding their enrolment. A current list of EU/EEA countries eligible for funding is available in Appendix 1.
- All other students are classed as 'non funded' students.
- These students will be assessed at the point of enrolment.

## **2. TUITION AND OTHER FEES CHARGED**

### **2.1 Further Education Provision**

- Only 'Home Students' are entitled to ESFA/WMCA funded provision.

#### **2.1.1 Learners Aged 16-18**

- In accordance with ESFA/WMCA regulations, tuition, registration or examination fees will not normally be charged to home learners aged 16-18 taking full or part-time courses funded by the ESFA /WMCA.
- However, the College may charge learners aged 16-18 for "Full Cost" courses (or non-ESFA /WMCA funded provision) and for exam and re-sit charges in relation to these courses.
- Materials or personal equipment fees, reflecting actual costs, may also be charged provided these are not a compulsory part of the course.

#### **2.1.2 Adult Learners**

- Some adult learners are entitled to fee remission and do not pay a fee for their course. Details of fee remission categories are in appendix 2. Learners not entitled to fee remission are classed as co-funded.
- Adult learners (those aged 19 and above) taking full-time courses up to and including level 2 who are not entitled to a fee waiver will be classed as co-funded by the ESFA/WMCA and will be charged a fee.
- The College will charge a minimum fee of 50% the funding value. This may be rounded up or down to make the fee a whole number.

- Learners 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, include the name of the learner and course, and signed by an authorised signatory (not the learner).
- Materials or personal equipment fees, reflecting actual costs, may also be charged.
- Full-time Adult FE learners wishing to take additional part-time courses will be charged the relevant fee.

### **2.1.3 Advanced Learning Loans**

- The fees for learners aged 19 or over for provision at Level 3 and above will usually be at the funded value for the course.
- Those adult learners aged 19-23 who are studying towards their first full level 3 qualification will be fully funded and entitled to a fee remission as detailed in appendix 2. All other learners will be non-funded and so can apply for an Advanced Learner Loan if they choose to do so.
- Materials or personal equipment fees, reflecting actual costs, may also be charged where learners are taking out a loan to fund their learning.

### **2.1.4 Apprenticeships & Work Based Learning**

- There are two systems in place for funding apprentices:
  - For employers with a payroll that exceeds £3 million apprentices are funded through the levy and employers are required to use their digital account
  - Employers who do not have a payroll of £3 million need to open a digital account from November 2020 to reserve funds before an apprenticeship can commence. These employers are limited to a maximum of 3 reservations.
- The College will agree a total price for each apprenticeship, which includes the costs of training and assessment.
- For standards this must include the cost of the end-point assessment agreed with the apprentice assessment organisation.

## **2.2 Managing Agents and Partner Provision**

- Where fees are paid to the College by other organisations in receipt of ESFA/WMCA funding, for education provided by the College, a member of the Executive Management Team is responsible for negotiating these with the recipient organisations in accordance with agreed College protocols. Fees are to be approved by the Principal and are to be reviewed annually.
- Where courses are delivered by partners on behalf of the College, the College will agree with the partner whether the College or the partner will collect fees and the two parties will account between each other for the fees collected.

## **2.3 Community Learning Non-Accredited Provision**

- Students will be charged the agreed tuition fees unless entitled to a community fee waiver which are published on the College website; and
- Students are also required to pay for any equipment, books, visits, trips etc. necessary and other course-related expenses

## **2.4 Students under 16 on 31<sup>st</sup> August (in full time education)**

- Most college courses are targeted at the 16 and over age group and the College is only funded to meet the educational needs of post school age learners.
- The following therefore generally applies to those under 16 on 31<sup>st</sup> August who are enrolled at school.
- The College will not accept under 16 learners on programmes not targeted to this age group except in very exceptional circumstances, in which case, the following guidance applies:

- A letter from the prospective student's Head Teacher will be required to confirm agreement for the pupil to attend the course;
  - Interview by the manager of the area will be required; and
  - The student will be expected to complete the programme of study and participate in any required examinations or assessment.
- If a student is accepted onto a course the following fees apply:
    - Students will be charged the full cost fee including examination and assessment fees
    - Students are also required to pay for any equipment, books, visits, trips etc. necessary and other course-related expenses. In addition the student will have to pay for membership of a professional body, if relevant.
  - A small range of programmes are offered specifically for learners that are under 16. These include arrangements that exist between local authorities and the College, or programmes directly targeting the under 16 age group. The course fees for such provision are set annually by the Principal and Executive Management Team.
  - 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.

## **2.5 Unfunded/Full Cost Provision**

- Fees for Unfunded Provision are normally charged at a standard hourly rate of £7/hr.
- Exceptions to reflect market factors are agreed by the Principal and EMT.
- There is no fee remission or concessionary fee for Unfunded Provision.
- Students who are on unfunded provision will also be required to pay for any equipment, books, visits, trips etc. necessary and other course-related expenses. The student will pay for membership of a professional body, examination and assessment fees, if relevant.

## **2.6 Pro Rata Fees**

- There is no pro rata reduction available for programmes and all students are required to pay the full fee for the course irrespective of their start date.

## **3. PAYMENT BY INSTALMENTS**

- The College expects all fees to be paid in advance at enrolment. However, arrangements for instalment payments are in place to support students to pay their fees who do not have a student loan. Standard instalment plans are agreed by the Vice Principal Finance annually. When paying by instalment students will be encouraged to pay by direct debit.
- For students who fail to pay fees by the due date the Vice Principal Finance/Deputy Principal may agree a revised instalment plan with the student in order to ensure collection of the fees due.
- The College will take action to pursue unpaid debts including using the services of a debt collection agency and the exclusion of students from their programme when fees remain unpaid.

#### **4. FEE REFUNDS**

- Students have the 'Right to Cancel' their application to study within 14 days of accepting their place to study. Once applicants have accepted an offer to study at Solihull College & University Centre, students will be able to cancel their acceptance within 14 days without giving any reason. The cancellation period will expire after 14 days from the date on which the offer is accepted, which is the date on which the contract with the College began. The College will make the reimbursement without undue delay within 14 days of receipt of the notification of cancellation where possible. The College will make the reimbursement using the same means of payment as was used to pay the College.

After the 14 day cancellation period referred to above fee refunds are only made in the following circumstances:

- The College closing a course;
  - Fees have been wrongly assessed;
  - If there are very exceptional circumstances for withdrawing from a course and within the first 4 weeks.
- In exceptional circumstances refunds may be given within the first 4 weeks of the course commencing. If a student feels they are entitled to a refund they should complete a refund application form and support the application with written evidence i.e. a letter from their employer or medical certificate. Exceptional circumstances are determined by the Vice Principal Finance, acting reasonably.
  - Where the criteria for a fee refund have not been met, the College has discretion to provide a letter of credit that can be applied towards the fee of a future course at the College.
  - The College is committed to abiding by UK legislation concerning the requirements of the 2002 Proceeds of Crime Act and 2003 Money Laundering etc. Refunds for fees are made by cheque to the account holder (student/sponsor) unless a specific request is made for the refund to be made directly to the debit/credit card used for the original payment.

#### **5 FEES FOR NON COMPLETION**

- Students who, through their own volition, have failed to complete their learning programme within the agreed contract period may be required to pay any additional costs associated with an extension.

#### **6 CHANGES TO OR CLOSURE OF COURSES**

- The College reserves the right in certain circumstances 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. Examples of circumstances where a course might be changed, closed or not started include but are not limited to, where a course is no longer viable due to insufficient numbers.
- Where changes or course closures have to be made the College will take all reasonable steps to minimise disruption to students and will refund any fees paid.

#### **7 FORCE MAJEURE**

The College will not be liable for events outside of our reasonable control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include, without limitation, industrial action, over or under demand from students, staff illness, significant changes to our funding or to Government direction to higher education, severe weather, fire, terrorism civil disorder, political unrest, epidemic or pandemic disease, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, the College reserves the right to change or cancel parts, or all, of a course or courses.

## **Appendix 1 -Countries or areas where residency establishes eligibility for funding**

a) Member states of the EU. You can access a list of member states on the EU website.

b) Other territories categorised as being within the EU. Other territories are categorised as being within the EU for the purposes of the fees regulations.

These are:

Cyprus: any Cypriot national living on any part of the island qualifies for EU residency and is considered an EU national

Finland: includes the Aland Islands

France: the French Overseas Department (DOMS) (Guadeloupe, Martinique, French Guiana (Guyana), Reunion and Saint-Pierre et Miquelon) is part of metropolitan France and is part of the EU

Germany: includes the former German Democratic Republic and the tax-free port of Heligoland

Portugal: Madeira and the Azores are part of the EU; Macau is not

Spain: the Balearic Islands, the Canary Islands, Ceuta and Melilla are part of the EU

United Kingdom: Gibraltar is part of the territory of the EU

To note: The Channel Islands and Isle of Man are part of the United Kingdom and Islands but not part of the EU.

Andorra, Monaco, San Marino and the Vatican are not part of the EU.

c) EEA and eligible overseas dependent territories.

For funding eligibility purposes, this is defined as all member states of the EU and Iceland, Liechtenstein, Switzerland, Norway and all the eligible British overseas territories and EU overseas territories listed below.

Although Switzerland is not part of the formally recognised EEA, its nationals are eligible under various international treaties signed by the UK and Swiss governments.

d) Eligible overseas territories of other British and EU member states. Learners who are nationals of certain British Overseas Territories and of certain European overseas territories are eligible for funding, depending on the three year rule on residence in the EEA.

These are as follows:

Anguilla Bermuda British Antarctic Territory British Indian Ocean Territory British Virgin Islands Cayman Islands Falkland Islands Henderson Island Montserrat Pitcairn, Ducie and Oeno Islands South Georgia and the South Sandwich Isles St Helena and its dependencies Turks and Caicos Islands Greenland and Faroe Isles Antilles (Bonaire, Curacao, Saba, St Eustatius and St Maarten) Aruba New Caledonia and its dependencies French Polynesia Saint Barthélemy The Territory of Wallis and Futuna Islands Mayotte French Southern and Antarctic Territories

**APPENDIX 2 – 2019/20 AEB Funding Rules**

Provision	19- to 23-year-olds	24+ unemployed	24+ other
English and maths, up to and including level 2 (Must be delivered as part of the legal entitlement)	Fully funded*	Fully funded*	Fully funded*
Level 2 (excluding English and maths) (First full level 2 must be delivered as part of the legal entitlement)	Fully funded* (first and full)	Fully Funded	Co-funded +
Learning to progress to level 2	Fully funded^ (up to and including level 1)	Fully funded	Co-funded +
Level 3 (First full level 3 must be delivered as part of the legal entitlement)	Fully funded* (first and full)	Loan-funded	Loan-funded
	Loan-funded** (previously achieved full level 3 or above)		
Traineeship#	Fully funded (including 16- to 24-year-olds##)	N/A	N/A
English for Speakers of Other Languages (ESOL) learning up to and including level 2	Co-funded +	Fully funded	Co-funded +
	Fully funded – unemployed		
Learning aims up to and including level 2, where the learner has already achieved a first full level 2 or above	Co-funded +	Fully funded	Co-funded +
	Fully funded – unemployed		
<p>*Must be delivered as one of the English and maths, and/or first full level 2 or first full level 3 qualifications required as part of the legal entitlements.  ^Must be delivered as entry or level one provision from local flexibility.  # Excludes flexible element where funding depends on age and level.  ## 16- to 18-year-old learners must be eligible under the ESFA's young people's residency requirements.  ** Availability of loans at level 3 does not replace the legal entitlement to full funding for learners aged 19 to 23 undertaking their first full level 3.  + Low Wage Flexibility may apply</p>			

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