

**Title:** **Tuition Fees Policy (excluding Higher Education Students) 2023/24**

**Type:** Policy

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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 for the 2023/24 academic year

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**Responsibility:** The Deputy Principal is responsible for this Policy.

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**Legal Context** Guidance issued by the Education & Skills Funding Agency (ESFA), West Midlands Combined Authority (WMCA) 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 students with clear information about its fees, concessions and payment methods.

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 **Provision**”).

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.

## Fee Status

‘Funded students’ include those who have settled status in the UK, including EU, EEA and Swiss Nationals granted settlement under the EU Settlement Scheme. Further information can be found at UKCISA – international student advice and guidance – England: FE fee status.

All other students will be treated as Non-Funded.

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.

## 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.

## 2. Tuition and Other Fees Charged

### 2.1 Further Education Provision

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

#### 2.1.1 Students Aged 16-18

- In accordance with ESFA/WMCA regulations, tuition, registration or examination fees will not normally be charged to home students aged 16-18 taking full or part-time courses funded by the ESFA /WMCA.
- However, the College may charge students aged 16-18 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. This information is provided in the course leaflet.

#### 2.1.2 Adult Students

- Some adult students (those aged 19 and above) taking full-time courses up to and including level 2 are entitled to fee remission and do not pay a fee for their course. Details of fee remission categories are in Appendix A. Students not entitled to fee remission are classed as co-funded 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.
- 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, include the name of the learner and course, and signed by an authorised signatory (not the learner). Should the employer fail to pay any part of the fees, the student is responsible for the payment.
- Materials or personal equipment fees, reflecting actual costs, may also be charged.
- Full-time adult FE students wishing to take additional part-time courses will be charged the relevant fee. This information is provided in the course leaflet.

#### 2.1.3 Advanced Learning Loans

- The fees for students aged 19 or over for provision at level 3 and above will usually be at the funded value for the course.
- Those adult students learners aged 19-23 (and WMCA residents aged 24+) who are studying towards their first full level 3 qualification which the DfE have approved for funding from the [qualifications website](#) will be fully funded and entitled to fee remission as detailed in Appendix A.
- Adults studying towards their first level 3 qualification which is part of the Free Courses for Jobs will be fully funded and entitled to fee remission.
- All other students 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 students are taking out a loan to fund their learning. This information is provided in the course leaflet.

### **2.1.4 Apprenticeships**

- Apprentices will not be charged a fee for their programme. 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 are expected to contribute 5% of the cost of training, with the exception of very small employers who will not contribute to 16–18-year-old training. The ESFA have now made it mandatory for these employers to have a digital account (previously this was just encouraged).
- The College will agree with the employer 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. This information is provided in the course leaflet.

### **2.4 Full Cost Provision**

- Fees for Full Cost Provision are charged a minimum of a standard hourly rate of £7.25/hr except in exceptional circumstances agreed by the Principal.
- There is no fee remission or concessionary fee for Full Cost Provision.
- Students who are on Full Cost 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. This information is provided in the course leaflet.

### **2.5 Non-funded Students**

- Students who do not meet the residency requirements for funding will be charged the Full Cost fee based on the qualification-weighted rate for a further education course.

### **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 who do not have a student loan to pay their fees. Standard instalment plans are agreed by the Deputy Principal annually. When paying by instalment students must pay by direct debit.
- For students who fail to pay fees by the due date the 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 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 reimburse any fees paid 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;
- if there are exceptional circumstances for withdrawing from a course;
- If a student reasonably believes that their circumstances are exceptional, they should complete a refund application form and support the application with written evidence i.e. a letter from their employer or medical certificate. The decision whether the circumstances relied on are exceptional will be made by the Deputy Principal, 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 to the person who originally paid the tuition fee and by the same method as the original payment.

### **5. Additional Fees following Non-Completion**

- Students who, through their own volition, have failed to complete their learning programme within the agreed duration of the course 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 included but are not limited to, where a course is no longer viable due to insufficient numbers.
- Where changes or course closures must 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 of Our Control”). 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 A – AEB Funding Rules (based on 2022/23 as 2023/24 funding rules not yet published)

Provision	Funding Body	19-23 years of age		24+ years of age	
		Unemployed Low Wage****	Employed	Unemployed Low Wage****	Employed
English and maths, up to and including level 2 – not achieved GCSE grade C/4 or above	WMCA & ESFA	Fully funded*	Fully funded*	Fully funded*	Fully funded*
Essential Digital Skills Qualifications up to and including level 1	WMCA & ESFA	Fully funded*	Fully funded*	Fully funded*	Fully funded*
First Full Level 2 (excluding English and maths)	WMCA & ESFA	Fully funded*	Fully funded*	Fully funded*	Co-Funded
Learning to progress to a level 2 (up to and including level 1)	WMCA & ESFA	Fully funded^ (up to and including level 1)	Fully funded^ (up to and including level 1)	Fully funded^ (up to and including level 1)	Co-funded (up to and including level 1)
Level 2 (excluding full level 2) learning aims, where the resident has already achieved a first full level 2 or above	WMCA & ESFA	Fully funded^	Co-Funded ^	Fully funded^	Co-Funded^
Level 2 (excluding full level 2) learning aims, where the learner has not achieved a first full level 2, or above	WMCA & ESFA	N/A	N/A	Fully funded^	Co-Funded ^
First full Level 3	WMCA	Fully funded* (first and full)	Fully funded* (first and full)	Fully funded* (first and full)	Fully funded* (first and full)
	ESFA	Fully funded* (first and full)	Fully funded* (first and full)	Loan Funded**	Loan Funded**
Level 3 free courses for jobs (FCFJ) offer - for learners without a first full level 3 or who are unemployed or low wage	WMCA & ESFA	Fully funded (if on list***)	Fully funded (if on list***)	Fully funded (if on list***)	Fully funded (if on list***)
Level 3 (previously achieved a full level 3 or above)	WMCA & ESFA	Loan Funded**	Loan Funded**	Loan Funded**	Loan Funded**
Additional Level 3+ covered under WMCA flexibilities	WMCA	Fully funded*****	Fully funded*****	Fully funded*****	Fully funded*****
Level 4	WMCA & ESFA	Loan Funded**	Loan Funded**	Loan Funded**	Loan Funded**
English for Speakers of Other Languages (ESOL) learning up to and including level 2	WMCA & ESFA	Fully funded	Co-Funded	Fully funded	Co-Funded

\* Must be delivered as one of the English and maths, Digital Entitlement and/or first full level 2 or first full level 3 qualifications required as part of the legal entitlements. The full list of qualifications can be found at the following link: <https://www.qualifications.education.gov.uk/Home/Downloads>

^ Must be delivered from local flexibility.

\*\* Availability of loans at level 3+ does not replace the legal entitlement to full funding for residents aged 19 to 23 undertaking their first full level 3. Level 3+ flexibility may apply if agreed within delivery plan.

\*\*\* Must be delivered as one of the Level 3 Free Courses For Jobs <https://www.qualifications.education.gov.uk/Home/Downloads>

\*\*\*\* Considered low wage if earning less than £18,525 for the ESFA & £19,350 for the WMCA

\*\*\*\*\* Qualification must be on WMCA approved flex list and support WMCA priorities related to the movement of residents into work or upskilling those in low pay jobs

Author	Date Created	Approved By	Last Reviewed	Next Review Date
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**Publication:**

**Staff Hub/Intranet:** Y  
**Website:** Y  
**Student Hub:** Y