

# **Course Fees Policy**

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# 1. Purpose and Scope

- 1.1. Exeter College is committed to a fair and transparent policy in respect of charges made to learners.
- 1.2. This policy applies to all functions which charge course fees to the learner, the learner's sponsor, or employer.
- 1.3. All employees are required to adhere to this policy, including the senior post holders, staff, workers, volunteers, contractors, and governors of Exeter College. Potential breaches of this policy will be pursued in accordance with the College's Disciplinary Policy and/or the terms of relevant contracts and other forms of agreements as appropriate.
- 1.4. Where there is apparent potential for a criminal offence to have been committed, the matter will be reported to the appropriate authorities as soon as is practical.
- 1.5. Exeter College believes 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, along with the arrangements for payment.
- 1.6. Learners retain ultimate responsibility for the prompt payment of their fees.
- 1.7. This fees policy does not apply to full cost, commercial or contract work, which is separately negotiated.
- 1.8. Types of fees included in this policy are:
  - Further Education courses (including Advanced Learner Loans)
  - Higher Education courses
  - Apprenticeships
  - Adult Community Learning
  - Accommodation
- 1.9. Course fees cover the whole duration of the course. A course is made up any number qualifications spread over a period and each qualification may have fees associated with it.
- 1.10. 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 relevant Assistant Principal and the Senior Leadership Team (SLT).

## 2. Definitions

- 2.1. **ESFA** Education Skills Funding Agency is an executive agency of the UK government that funds education and skills.
- 2.2. **OFS** The Office for Students is a non-departmental public body of the Department for Education, acting as the regulator and competition authority for the higher education sector in England.
- 2.3. **SLT –** Senior Leadership Team of Exeter College.
- 2.4. **Sponsor** Third party responsible for the learner's course fee i.e., employer.
- 2.5. The term 'College' covers the College and its subsidiaries.

## 3. Policy & Implementation

#### 3.1. Guiding principles used to set fees and charges.

All processing of course fees at Exeter College must be conducted in accordance with the college financial regulations.

3.1.1 Learning providers are given discretion to determine their tuition and other fee charges, with certain limitations set by the Educations Skill Funding Agency (ESFA) and the Office for Students (OFS).

3.1.2 Other charges may apply to individual courses and will be identified separately. These will not normally be refundable. This includes:

- Exam resit fees
- Resource fees
- 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.

3.1.3 Basic tuition fees and examination fees are not chargeable to 16–18-year-old full time learners as defined in the Education Skills Funding Agency (ESFA) Funding Guidance and in line with their guidance.

3.1.4 Similarly, no fees will be charged for learners with learning difficulties or disabilities (aged 19 to 24) and a current Education, Health Care Plan, where they are funded by the ESFA.

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

3.1.6 The College reserves the right to exclude/suspend any learner who fails to pay their fees, or make satisfactory arrangement to pay on, or by a set period after the start date of their course (see section 8)

3.1.7 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.

#### 3.2. Fee Remission

3.2.1 The ESFA funding and course eligibility criteria for fee remission is subject to changes each year. The details of the changes will be communicated to learners through our marketing materials including website and through our Admissions support staff and College Information Services staff.

3.2.2 Learners will be required to provide evidence of their eligibility for fee remission (dated within 1 month before the course start date) and/or complete self-declarations as required at the time of enrolment.

## 3.3. Apprenticeships

Apprenticeships refer to learners studying an approved Apprenticeship in the form of a standard. This includes Higher and Degree level Apprenticeships.

3.3.1 **Fee Level** – The DFE expect that fees should be charged to employers in respect of their contribution towards the cost of supporting Apprenticeships and the College will comply with DFE funding guidance and rules.

- The College reserves the right to vary any fee levels to enable it to respond to exceptional circumstances or individually negotiated contract opportunities.
- The College reserves the right to ask for a contribution when an apprentice has not attended their End Point Assessment.

3.3.2 **Fee Payment** - Fees will be invoiced before the third month of the apprenticeship and should be paid within 28 days of the invoice.

• Invoices can be paid by BACS or Debit/Credit card over the telephone or in person at the College Finance office.

3.3.3 Period of Liability – Sponsors are liable for all fees up to the point of a student withdrawing.

• If a non-levy employer has paid a contribution for apprenticeship training, and the Apprentice leaves their employment, the employer will be entitled to a refund proportionate to the time the

apprentice has spent learning. The co-investment rate from 1<sup>st</sup> April 2019 is 5% prior to that date it was 10%. The future employer of the apprentice will be liable for the remaining proportion of co-investment amount as per the DFE Funding rules.

## 3.4. Sponsors/Non-Apprentice

Learners may ask the College to invoice external sponsors, such as employers or other third parties.

3.4.1 Leaners must provide, at or before the time of enrolment:

- Evidence in writing to confirm the amount or proportion of fees and charges being paid by the sponsor.
- Or the Sponsor will need to complete, sign, and stamp an Employer/Sponsor Payment Authorisation form.

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

3.4.3 It is the Sponsors responsibility to ensure that fees and charges are paid on time.

3.4.4 Sponsors are liable for all fees up to the point of a student withdrawing in accordance with the refund policy.

- If a learner withdraws from the course after the course start date or does not attend there will be no refund of payments made (including tuition, materials, registration, and exam fees.
- At the discretion of the College a proportionate refund may be considered on application to the finance manager. The application will be acknowledged and considered by senior staff using information collated from interested parties.

#### **3.5.** Advanced Learner Loans

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 2024-25 document relating to Advanced Learner Loans.

3.5.1 **Fee Level** – Tuition fees will vary depending upon the qualification. The course fee will be presented to you on the learner enrolment form or offer letter.

- 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 and payable to the college by the learner.

3.5.2 **Fee Payment** – Learners must apply to the Student Finance England (SFE) for the Advanced Learner Loan. The SFE is responsible for assessing whether learners are eligible for a loan and for administering repayments.

- The College recommends that individuals consider their own financial circumstances before applying for a loan and investigate all the options available. Free independent financial advice is available from the Money Advice Service at <a href="http://www.moneyadviceservice.org.uk">www.moneyadviceservice.org.uk</a>
- If a learner's loan is not approved after 4 weeks, the learner will be required to set up a Direct Debit as per college payment options (Section 3.7 of this document). If the loan is approved later, any monies due back to the learner will be refunded to the account detailed on the Direct Debit mandate form.

3.5.3 **Fee Liability** – The fee liability Self Declaration 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 SFE guidance.

- Leaners should note that once they have attended the course, cancelling their loan with the SFE will not remove the requirement to pay fees to the College. The balance will remain outstanding against the learner's enrolment record until payment is made to the College.
- Calculation of fee liability due to the College is:

Date	Annual Fee Due
Withdrawal after Term 2 half term	100% fees payable to college
Withdrawal after Term 1 half term and before Term 2 half term	75% fees payable to college
Withdrawal in Term 1 up to half term	50% fees payable to college
Withdrawal from point of enrolment up to the end of teaching in week 1, term 1	0% fees payable to college

## 3.6. Higher Education

For all information regarding HE fees please refer to the University Level (HE) Fees, Refunds and Compensation Policy.

## 3.7. Payment Options

3.7.1 All fees are payable on enrolment.

Payment can be made:

- By cash or card in person at enrolment
- By cash or card at reception on main campus as part of pre-enrolment
- By card over the telephone by calling the finance team on 01392 400319

3.7.2 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 Debt. A learners previous payment history may be considered when deciding approval.

- The method of payment for instalments will be by Direct Debit, except at the time of enrolment when the first 50% payment is due.
- Direct Debit is not available to employers or for amounts owed under £150.
- If approved, a Direct Debit form must be signed at the time of enrolment. The fee will be divided into 3 payments. 50% payable on enrolment and two subsequent monthly payments of 25% each.
- Direct Debit payments will be taken on or just after either 15<sup>th</sup> or 25<sup>th</sup> of each calendar month.
- Direct Debit payments for September courses will be taken from October onwards. All other courses will begin 1 month after the start of the course.
- All instalment plans will be scheduled to complete at least 1 month prior to the end of the course.
- All instalment plans for learners on a 2-year course must be paid in full in the 1<sup>st</sup> year before progressing onto the 2<sup>nd</sup> year.
- If a learner cancels their Direct Debit, all outstanding fees will become immediately payable in full.
- 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.
- If there are insufficient funds in the learners 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.

## **3.8. Support with Costs**

3.8.1 Limited discretionary funds for Further Education are made available from the Government to support eligible learners enrolled on ESFA 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

3.8.2 Eligibility for support towards costs will be determined based on applicant income, identified need and availability of funds.

3.8.3 Childcare – Support may be available towards meeting the cost of OFSTED registered childcare up to a ceiling determined by the College.

#### 3.9. Refund Policy

3.9.1 If the College cancels a course, it will refund the full fees paid by the learner/sponsor.

3.9.2 Individual staff at the College are not permitted to waive fees or authorise refunds. This can only be authorised by the Finance Manager or relevant senior manager.

3.9.3 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 MIS at least 2 weeks before the course start date.

3.9.4 If a learner withdraws from the course after the course start date or does not attend there will be no refund of payments made (including tuition, materials, registration, and exam fees). At the discretion of the College a proportionate refund may be considered on application to the Finance Manager. The application will be acknowledged and considered by senior staff using information collated from interested parties

3.9.5 Where applicable, Examination, Registration & Certification and other fees will be charged in advance at the time an adult learner enrols. These will not normally be refundable.

3.9.6 Refund applications will be considered within the relevant academic year and tuition fees will not be reduced to learners who start their courses late.

3.9.7 Refunds will normally be paid by BACs usually within 28 days of authorisation of refund. All payments made through Wisepay or by card will be refunded to the debit/credit card used to make the original payment.

Date	Refund Due	
Annual Fees		
Withdrawal from point of enrolment up to the end of teaching in week 1, term 1	100% of annual fee	
Withdrawal in Term 1 up to half term	50% of annual fee	
Withdrawal after Term 1 half term and before Term 2 half term	25% of annual fee	
Withdrawal after Term 2 half term	0% of annual fee	
Short Courses		
Notification of withdrawal two weeks prior to the course	100% of course fee	
After the start of the course	0% of course fee	
Apprenticeships		
Please refer to section 3.3. item 3.3.3		

## **3.10.** Non-Payment of Fees and Charges

3.10.1 Learners retain ultimate responsibility for the payment of their fees and any other charges owed to the College.

3.10.2 If a sponsor is paying amounts on the learner's behalf, they will be liable for the fees, however the learner must be aware of any agreements they have signed with the sponsor.

3.10.3 The College will pursue all unpaid fees and charges, and this could result in the following action being taken:

- Suspension or withdrawal from a course/study programme.
- Referral of debt to an external debt collection agency or
- Legal action through the courts which may affect a person's credit rating.

3.10.4 If a learner is suspended or withdrawn from a course for non-payment, they will remain liable for all fees and charges.

3.10.5 Any debt collection, legal or court fees incurred in the pursuance of outstanding fees and/or charges may be added to the amount owed by the learner.

3.10.6 Learners will not be permitted to enrol on any further courses if there are outstanding fees or charges.

# 4. Associated Documentation

#### 4.1. This policy should be used in conjunction with the following policies:

- 4.1.1 Anti-Fraud Policy
- 4.1.2 Data Protection Policy
- 4.1.3 Freedom of Information Policy
- 4.1.4 Higher Education Fees Refunds and Compensation Policy
- 4.1.5 Information Governance Policy
- 4.1.6 Special Educational Needs and Disabilities Policy

#### 4.2. This policy should be used in conjunction with the following procedures and other documentation:

- 4.2.1 Bursary and Financial Support for Students Procedure
- 4.2.2 Compliments-Comments-Complaints-Procedure
- 4.2.3 Exeter College Financial Procedures (exe-coll.ac.uk)

## 5. Monitoring, Reviews and Evaluation

- 5.1. The Senior Leadership team is responsible for the approving of the Course Fees Policy.
- 5.2. The Board (Audit and Risk Committee) is responsible for adopting the Course Fees Policy.
- 5.3. Exeter College is committed to complying with the law in respect of personal data and the protection of the rights and freedoms of individuals whose information it collects and processes.
- 5.4. The Finance Manager is responsible for the maintenance, review and monitoring of the Course Fees Policy and will conduct an annual review.
- 5.5. The definitive version of the policy is stored in the <u>College Leadership SharePoint Site</u>