	POLICY 16 **STOKE ON TRENT COLLEGE** **FEES & REMISSION POLICY 2023 - 2024**

1. Policy Aim

1.1 Stoke on Trent College aims to charge tuition fees at an appropriate level to those individuals with the capacity to pay, and to claim Education and Skills Funding Agency (ESFA) funding to support the tuition fees of those unable to pay, whilst supporting its strategic aims of income generation and widening participation.

2. Introduction

2.1 This fees policy is approved by the Board of Governors in accordance with the Articles of Government, and sets out the general framework under which the College operates its management of fees. The fees policy will be reviewed and approved annually.

3. Setting and approval of fees

3.1 The fees that the College charges for the courses it provides are set each year by the Executive Board, taking into account the requirements of government legislation and of the funding agencies. The Transformation, Finance and Resources (TFR) Committee will review the Fees Policy on an annual basis, and will recommend any changes to the Board of Governors for approval.

3.2 Where the government and/or funding agencies propose a change in policy, which will significantly change the existing level of tuition or other fees, such changes will be reported at the earliest opportunity to the TFR Committee. The TFR Committee will consider the impact on this policy and approve any changes required. Transitional arrangements may be made to minimise the risk in fees causing a subsequent significant decline in the level of student enrolments.

4. Limitation

4.1 In the event of a major unforeseen event, for example forced closure in response to pandemic, our first priority will be to continue to deliver education to our students and apprentices using other means if that cannot be done face to face. This could include live streaming of lessons, reduced on site delivery, and / or other alternative delivery methods.

4.2 Should the situation mean that *continued teaching in any form is not possible* then, exceptionally, affected learners may apply for a pro rata refund of tuition fees (ref. Appendix 3 Fees Refund Policy), based on the length of time remaining to their planned end date. That will then end their course and the College's responsibility to them. For this reason, there will be no automatic refunds, so the College

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can maintain its responsibility to learners by resuming their education when it is possible to do so following the event.

4.3 We recognise that in the context of a major unforeseen event as described above, a small number of students may experience exceptional and extreme changes to their personal circumstances such that they are unable to immediately continue with their studies. For example, this could be due to injury, illness, mental health trauma and / or immediate close family bereavement.

4.4 In these circumstances, fee paying students will be considered for a break in learning where it is practicable to do so for the College. Here, the student would pause their studies and resume later in the same or subsequent academic year. A student who is part way through an instalment plan will be expected to continue to pay their instalments. However in the exceptional circumstance that a pause in payments is agreed with the College, they will be required to reinstate them on resumption. A student whose fees have been paid in full will not be eligible for a refund. However, in these circumstances the original course fee rate will be honoured with no additional charges e.g. where the fee has increased for new students.

5. Tuition Fees

5.1 The College's policy for charging tuition fees for Further Education (FE) courses for adult learners is to charge a minimum of 50% of the Education and Skills Funding Agency's (ESFA) national base rate (with an increase of RPI each year to account for rising costs of delivery). This excludes any courses funded by advanced learner loans, which have a cap set by the Student Loans Company (SLC).

5.2 Notwithstanding the above, the Principal will exercise the discretion to nominate adult courses up to level 2 to be part of a 'Free Adult Offer' where no fees are charged to co-funded learners.

5.3 For adult learners on FE courses, the following rates will be charged:

FT FE aged 19+

All levels below Level 3:	Min 50% of ESFA unweighted rate for the learning aim
Level 3:	Value of Advanced Learner Loan Cap
For Overseas FE:	£3500 per annum, or the Advanced Learner Loan/HE loan rate if higher

NB Overseas FE part time fee will be the <u>higher</u> of:

a). pro rata based on £3500 being 450 hours, and rounded up to nearest £10 e.g. for a 150 hour course the fee would be £1170, or
b). Double the standard adult fee

5.4 In accordance with funding guidance the College does not charge tuition fees to funded learners aged 16-18 in full time or part-time education funded by ESFA.

Brexit

5.5 The United Kingdom has now left the European Union (EU) and free movement between the UK and the EU has ended. Students who are nationals of EU (or European Economic Area (EEA) countries (other than Irish citizens) who entered the UK after 31 December 2020 are not automatically eligible for ESFA funding and must be able to demonstrate that they are legally resident in the UK to be funded.

5.5.1 Students who are nationals of EU (or EEA) countries, regardless of when they entered the UK, who are looking to start a new course(s) must demonstrate that they have permission granted by the UK government to live in the UK (e.g. pre-settled or settled status) as well as 3-year residency (or exemption) in order to be eligible for ESFA funding.

5.5.2 Students who are nationals of EU (or EEA) countries or children of Turkish workers who are living in the UK and who started their programme before 31 December 2020 must be treated equally to UK residents Once enrolled they continue to be eligible for funding for the full duration of their study programme. All Irish citizens continue to be automatically eligible for funding under immigration concessions agreed with the Irish Government before the UK was a member of the EU.

Higher Education

5.6 For Higher Education (HE) courses, the College sets the level of tuition fees with a view to allowing for a minimum of 40% contribution to overheads. During the curriculum planning process the College may decide to vary these rates for particular courses in response to market demand and competition. Due to the requirements of the Office for Students (OFS) and the consumer protection law, the College must publish tuition fees around 12 months before the courses start. Once published, these fees may not be changed. The College sets tuition fees for HE courses on an annual basis for its franchised courses in conjunction with the relevant HEI.

5.7 The College has developed an Access and Participation Statement to widen participation and meet the needs of students. This statement is updated annually and can be found on the College website.

If the College has direct HE provision in 2023/2024, we will spend 10% of higher fee income above the basic fee on access, student achievement and progression measures and financial support to underpin our commitment to widening participation. The College pays, on average 18% of the fee income it receives to its franchise partner. HE tuition fees for our 2023/2024 provision with Staffordshire University have been agreed at £7,150 for full time and £3,800 for part time.

5.8 Course tuition fees are set for new entrants to a HE course and would normally apply for the anticipated 'standard' duration of a student's programme. The College reviews tuition fees each year and course fees for new entrants may increase. The expectation is that the College may increase fees for continuing students each year in line with inflation as specified by Parliament, normally using the Retail Price Index (RPI) of inflation. Course fees may therefore rise in line with inflation for each year of subsequent study.

5.9 Where an HE student's programme exceeds the standard duration of study for reasons of academic performance, deferral or approved extenuating circumstance claims, the College reserves the right to increase tuition fees in line with its fees policy for new entrants to a course.

Apprenticeships

5.10 With the introduction of the apprenticeship levy, the College operates in an increasingly competitive market. The College's pricing policy for apprenticeships needs to be sufficiently flexible to compete. The College structures pricing in the first instance around the maximum funding rates available for each apprenticeship standard. The College plans so that its standard pricing for each apprenticeship programmes ensures at least 50% contribution to overheads where possible. Pricing depends on the model of delivery, cost of materials and size of employer. The College will allow flexibility for some negotiation around the price and seek to adjust delivery costs accordingly. The College's apprenticeship fees policy is set out in Appendix 1.

5.11 In addition, and as required by ESFA funding rules, we conduct and retain a thorough skills-scan assessment of each new apprentice's prior learning and skills before they commence their apprenticeship. Where applicable, this informs a reduction to their programme length, content and price in direct accordance with the set ESFA calculation in doing so.

Full Cost

5.12 Tuition fees for non-government funded courses must generate sufficient income to deliver in excess of 50% contribution bearing in mind the likely student numbers. The proposed fees for all new full cost courses should be reviewed with the Chief Financial Officer. Approval is needed by the Chief Financial Officer if the contribution rate is less than 50%.

6. Examination and registration fees

6.1 The College's policy is to pass on the charge made by the awarding body except where funding rules preclude it. This applies to 16-18 year old students on FE courses; students that are aged over 19 on FE courses that have received full funding from the ESFA; and those enrolled on English and mathematics courses. The College does not pass on the charge to HE students as the level of tuition fee income charged should also cover the cost of awarding body registration.

6.2 However, for the fully funded student groups above retaking examinations, the College's policy is to reserve the right to pass on the charges made by the awarding organisation after the second re-sit and will apply appropriate discretion e.g. where mitigating circumstances apply.

6.3 Adults re-sitting full cost or professional courses, for example AAT, will expect to be charged for each re-sit.

7. Charges for materials

7.1 Fee paying adult students on courses where the use of materials is significant may be charged a contribution to the material costs. Any such charge must be included on the course information sheets or on the College website, and in the College prospectus, and specifically mentioned at the group interview stage. Students will be advised of any costs before they enrol.

7.2 It is a requirement under consumer protection guidance that students on HE courses are made aware in advance in a clear and unambiguous way, of all of the costs that will be incurred by studying a particular course at the College. These will be set out clearly on the relevant course and tuition fee pages of the website. Students will also receive details of these costs in the official offer letter.

7.3 16–18 year old students on funded FE courses, and students that are over 19 that have received full funding, will not be charged for any materials that are essential to their learning.

7.4 Materials used in a learning activity will be charged if the student wishes to keep them outside of the learning environment. Any such charges must be determined by the Head of Learning when working with the course teams when planning course activities and updated on the website and course information sheets held by MIS & Admissions staff.

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8. Educational Visits

8.1 The College's policy is to ask for a contribution towards the actual cost of educational visits. These costs include transport, subsistence, and entry costs and incorporates the costs for any supervising staff and an administrative charge of 10%. Students that have difficulty in paying can apply to the College hardship bursary in Student Services to check if they qualify for support.

8.2 It is a requirement under consumer protection guidance that students on HE courses are made aware in advance in a clear and unambiguous way, of all of the costs that will be incurred by studying a particular course at the College. These will be set out clearly on the relevant course and tuition fee pages of the website. Students will also receive details of these costs in the official offer letter.

8.3 16–18 year old students on funded FE courses, and students that are over 19 that have received full funding, will not be charged where the visit is a compulsory requirement in order to successfully achieve on their course. Where a trip is not a compulsory requirement but curriculum related, charges will be made and notified to students at induction.

9. Payment of Fees

9.1 All students must be issued with an ID card before they start a course. To obtain an ID card, a student must either:

- Pay in full / pay the first instalment and set up a payment plan for the balance, or
- Provide proof to enable remission / exemption, or
- Bring a purchase order from their employer confirming that their employer will pay their fees, or
- Sign a declaration that they are applying for a HE/FE loan, or
- Have completed full apprenticeship sign-up paperwork, or
- Sign a declaration that they are an apprentice and their employer is in progress with their paperwork

9.2 16–18 year old students (on 31 August prior to the start of their course) on ESFA funded courses are exempt from the payment of fees.

Students may pay by major credit / debit card / BACs.

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10. Local College waiver or reduction of fees

10.1 Fees must be applied strictly in accordance with this policy unless the written approval for their reduction or waiver has been obtained from the Chief Financial Officer or her delegated authority.

11. Payment of Fees by Instalment

11.1 The College expects all students to pay their fees at the point of enrolment. In exceptional circumstances, student may apply for credit facilities, which are outlined in Appendix 2.

11.2 Any student who has a poor payment record, or who has a current debt to the College, will not be eligible for credit until outstanding fees are settled.

12. Refund of Fees

12.1 The rules governing the refund of fees are detailed in Appendix 3.

13. Fee Remission

13.1 The College follows ESFA Funding Rules in remitting students eligible for full funding, implementing any in-year any changes as soon as they take effect. Tuition fee remission is available to students over 19 years old on some FE courses in the following circumstances:

- Students aged 19-24 who have an Education, Health and Care Plan (EHCP) are fully funded as if they were a 16-18 study programme learner
- Students aged 19–23 years of age studying their first full level 2 or 3 qualification
- Entry or Level 1 aims (excluding ESOL) where a student has an entitlement to a full level 2 qualification, in that they must have a highest prior attainment of Level 1 or below, but need a step up from basic skills in order to progress to Level 2 and are aged 19–23 years
- An individual studying maths or English up to level 2 who has not reached GCSE Level C/4+ in that subject.
- For courses up to level 2 (including ESOL), and also for a qualification which is part of the ESFA level 3 free courses for jobs offer (where the learner already has a level 3 or higher):
    - Adults who are employed or self-employed and earn a low wage (i.e. less than £20,319* gross annual salary)
    - Individuals on Job Seeker's Allowance (JSA) or Employment and Support Allowance (ESA)

- o Individuals in receipt of Universal Credit or another state benefit and their earned income is <£617* / month (sole claimants) or <£988* / month (joint claimants) for skills training in order to help the individual into work or more sustainable work
- Exception: 19-23s without a full level 2 are not funded for a non-full level 2
- Essential digital skills qualifications (EDSQ), up to and including level 1, for individuals aged 19+ who have digital skills assessed at below level 1.
- Level 3 adult free courses for jobs offer: adults aged 19+ without a full level 3 accessing a qualification on the ESFA Level 3 adult free courses for jobs offer qualifications list

* ESFA may increase these thresholds in-year; the College will apply the current applicable rate

14. Advanced Learning Loans

14.1 Loans will be available via Student Finance England (SFE) for eligible students aged 19 and above studying at Level 3 to Level 6 for FE provision on a qualifying course. Fees will normally be charged at the full maximum loan rate unless local market analysis indicates that a lower fee should be charged to ensure recruitment. In this instance, the minimum 50% contribution to central overheads will stand.

14.2 If a student, having signed a declaration (as paragraph 9.1 above) that they are applying for a FE/HE loan, fails to apply for and secure an approved loan or to make alternative payment arrangements 5 weeks after their start date they will be withdrawn following authorisation of the Deputy Principal.

15. Higher Education HE Loans

15.1 The College may, in the future, apply to register with the Office for Students (OfS). Upon such registration, the College's HE students may apply to Student Finance England (SFE) for a tuition fee loan payable directly to the College. However, in the meantime all our HE provision is franchised and students apply to SFE for loans via the franchised university.

15.2 If a student, having signed a declaration (as paragraph 9.1 above) that they are applying for a FE/HE loan, fails to apply for and secure an approved loan or to make alternative payment arrangements 5 weeks after their start date they will be withdrawn following authorisation of the Deputy Principal.

16. Student Withdrawals

16.1 University students studying at the College are directed to refer to the Final Academic Regulations of their University on the College website, which describes the implications of a decision to withdraw from a HE programme or to take a break in learning.

16.2 For direct HE funded students, refer to the College Fees Refund Policy.

16.3 Where FE students on an FE course choose to withdraw after the official start date of the course, all fees are due to be paid and future instalments will still be collected. This includes students who are taking an Advanced Learner Loan or full cost HNC/D course.

16.4 Where students on a non-government funded course choose to withdraw at any stage, all fees are due to be paid in full.

17. Responsibility for the Fees and Remission Policy

17.1 The responsibility for review and update of this policy lies with the Chief Financial Officer (CFO).

18. Monitoring and Review

18.1 The CFO will review this policy on an annual basis.

19. Approval by the Executive Management Team

Signed:

(Principal & Chief Executive)

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Endorsed by the Board of Governors:

Signed:

(Chair of Governors)

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APPENDIX 1

APPRENTICESHIP FEES POLICY

16–18 Apprentices

1. Non levy employers > 50 employees, employers pay 5% co-investment of agreed price, as per Apprenticeship Pricing Schedule (taking into account experience and qualifications of apprentice), up to maximum funding band plus 100% of any amount agreed above this rate.
2. Non levy employers < 50 employees, FREE OF CHARGE, of agreed price, as per Apprenticeship Pricing Schedule (taking into account experience and qualifications of apprentice), up to maximum funding band plus 100% of any amount agreed above this rate.
3. Levy employers, as per Apprenticeship Pricing Schedule (taking into account experience and qualifications of apprentice) up to maximum funding band, plus 100% of any amount agreed above this rate.

19+ Apprentices

1. Apprentices aged 19–24 years only at their commencement date who have an Education and Health Care (EHC) Plan are free of charge to employers with <50 employees.
2. Non levy employers (with any number of employees): employers pay 5% co-investment of agreed price, as per Apprenticeship Pricing Schedule (taking into account experience and qualifications of apprentice), up to maximum funding band plus 100% of any amount agreed above this rate.
3. Levy employers, as per Apprenticeship Pricing Schedule (taking into account experience and qualifications of apprentice) up to maximum funding band, plus 100% of any amount agreed above this rate.

Course Fees Model

1. **Standard < £3000:**

    - The employer sends < 3 apprentices – payment in advance or on receipt of invoice.
    - The employer sends > 3 apprentices – Direct debit payment method

2. **Standard > £3000:**

- Direct debit payment method

DIRECT DEBIT PAYMENT
<u>3 Payments in total</u>
Withdrawals

If the apprentice withdraws from their apprenticeship programme after they have been on programme for 42/+ calendar days, the employer will be expected to pay at least the 5% co-investment course fees due for the proportion of the time taken by the apprentice out of the full apprenticeship term.

No refund of co-investment fees already received will be made for an apprentice who withdraws at any point (either prior to, at or after 42 calendar days from their start date). The only exception will be where a written complaint from the employer has been upheld on the basis that the College failed to deliver what could have been reasonably expected or that extenuating circumstances exist.

NOTE – If the first payment is not made within the first 5 weeks of the course the apprentice will be withdrawn

APPRENDIX 2

CREDIT POLICY FOR FEES

The College expects all students to pay their fees at the point of enrolment. In exceptional circumstances, students may apply for credit facilities which are outline below. Any student who has a bad payment record, or who has a current debt to the College, will not be eligible for credit.

The standard College credit policy is to allow credit to any student with fees greater than £100 on a course that is of one academic year in duration for academic year 2023/24.

In subsequent years, the start point will be adjusted for changes in the Retail Prices Index (RPI) plus any increase in the Funding Councils' assumed fee payable by students.

The College will allow credit to any student for fees of £100 or more on the following basis only:

1. For all courses other than HE full cost courses, the fee on courses charged between £100 and £499 will be paid in a maximum of four instalments, with the first instalment at enrolment. For courses with fees £500 + these will be paid up to a maximum of eight instalments with the first instalment at enrolment. For courses that do not commence at the start of the academic year or are less than one academic year in duration (but are deemed to be of a suitable length), bespoke instalment plans may be put into place by the Chief Financial Officer.

2. For HE full cost courses a deposit at the time of enrolment will be needed followed by 9 monthly instalments.

3. The instalments will be paid by Direct Debit.

4. If a student fails to pay for any term, he/she may be excluded from any further tuition and from the use of any College facilities, and may not be eligible to sit any relevant exams until such time as all overdue fees have been paid in full.

5. Any default in payment will be pursued by the College using all legal avenues available to it.

6. Exception to point 1 – 5 above to be authorised in writing by the Chief Financial Officer.

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APPENDIX 3

FEES REFUND POLICY

1. A full refund of all fees paid will be made:

i. Where the College has made a decision to close a course for any reason.

ii. For HE franchised courses refer to the HEI Fees Refund Policy

iii. For College HE courses refer to the College's HE Refund and Compensation Policy

iv. For Apprenticeships refer to Appendix 1

v. For all other courses (including both government funded and non-government funded courses):

i Where the student confirms in writing *before* the start date of their course(s) that they wish to cancel their place.

ii Where the student makes a complaint in writing that the College has failed to deliver what could have been reasonably expected, and that complaint is upheld. However, in this circumstance a full refund would be exceptional, and any refund would normally be proportional to the learning undertaken to date and not include any examination / registration fees already incurred by the college.

iii Where the student enrolled online or at a distance (e.g. telephone enrolment) and wishes to cancel their enrolment within the 14 day 'cooling off' period as in 3 below.

2. For clarity, the College will not refund fees paid:

i. Where the student fails to attend their course(s) without prior written notice that they wish to cancel their place as in 1.v.i. above unless they are entitled to and wish to exercise their right to a 14 day cooling off period as in 3 below.

ii. Where the student has attended one or more class / session of their course before deciding to withdraw, unless they make a written complaint that is upheld as in 1.v.ii above or are

cancelling an enrolment that was made online or at a distance (e.g. telephone enrolment) within 14 days as in 3 below.

3. The large majority of students enrol in person with our IAG/Admissions Team. However, a small number may enrol *at a distance* (e.g. online; telephone enrolment) where they are entitled to a 14 day 'cooling off' period. For more information about consumer law in this area please see https://www.gov.uk/consumer-protection-rights and I want to cancel a course I booked online, what are my rights? - Which?

   i. This applies for online or distance enrolments equally whether the course itself will be undertaken online or in person.
   ii. There is an exemption for courses which are 'leisure activities' which is to say an activity due to take place on a specified date e.g. a one-off afternoon course in cut flower arranging with limited capacity could be classified in law as a 'leisure activity'. The College will take this into account when assessing the eligibility of a student's written wish to exercise their 14 day cooling off period.
   iii. If the course starts within the 14 day period:
      i A student can still cancel their enrolment but must pay for the value of the service that was provided up to the cancellation point i.e. amount of teaching time, materials, etc.
      ii The right to cancel will be lost during the cancellation period if the course is provided in full before the 14 days have elapsed iv. A student who enrolled at a distance who wishes to exercise their right to cancel within 14 days should write to the College

4. Course fees are refundable at the discretion of the College and where the learner can demonstrate that extenuating circumstances exist to prevent them from continuing with their course, the Director of Finance may authorise a refund for the items mentioned below:
   a. Exam and miscellaneous fee refund will be made if the College has not expended them at the date of withdrawal.
   b. Proportional amount of the tuition fee applicable to the remaining classes of the course which the learner will be unable to attend.

5. Where a student transfers to another course within the College, the fees paid for the original course will be transferred to the new course. Where the fee for the new course is higher than for the original course, the balance of fees must be paid. There will be no partial refund if the fee for the new course is lower than the original course.

6. Where a student's entitlement to ESFA fee remission is established only after payment of tuition fees has been made, the relevant sum will be refunded subject to appropriate evidenced confirming

the entitlement was applicable at their start date of their qualification. This will only be considered where the College is within the period where they can claim full funding for the individual's course.

7. Where the course fees have been paid by a sponsor and the sponsored student leaves before the start of the course, the sponsor will be allowed to transfer the fees paid to a replacement student.

8. Should a student wish to apply for a pro rata refund as described in 4.1-4.4 above, they must do so in writing as soon as possible and no later than the original planned end date of their course.

9. Applications for a refund of any fees for any other reason must be submitted in writing to the Chief Financial Officer. All refunds must be approved by the Chief Financial Officer.

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APPENDIX 4

DEBT POLICY

This policy applies to student and non-student debtors.

To complete their enrolment, students are expected to either:

- Pay their fees in full
- Pay the deposit and complete a direct debit form (following the Credit Policy for Fees in Appendices 1 and 2)
- Provide evidence of an HE or FE loan with Student Finance England
- Provide a purchase order / letter from their sponsor
- Provide evidence of fee remission.

Failure to do so, or defaulting on payments will result in the implementation of the Credit Control Procedure as follows:

- Statements will be sent
- Debtors will be contracted by email and telephone
- Teachers will be contacted
- First debtor letter will be sent
- Second debtor letter will be sent
- Final warning letter will be sent

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- Debt may be transferred to external agent to chase
- Legal action may be taken.

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