

FE Fees and Refunds Policy

Review

Formal Review Cycle	Annually		
Latest Formal Review (date)	29/02/2024	Next Formal Review Due (date)	29/02/2025
Policy Owner	Chief Financial Officer		
Policy Author	David Howells		

Approvals

Board of Corp Y/N	Y	Committee		Date Board approved	19/03/2024
SLT Y/N	Y	SLT date approved	07.03.24	Additional committee	

Publication

Website Y/N	Y	Intranet Y/N	Y	Student VLE Y/N	Y	Other	Student handbook
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Change History

Version	Date Reviewed/ Revised	Description of Change	Reviewed by	Approved by
1.1	30 October 2020	<ul style="list-style-type: none"> Updated Complaints procedure title to How are we Performing? Procedure 4.11.1 – clarified that complaints should be submitted whilst in programme Included proposed higher education fees in appendix 1 	Sally Dixon	
1.2	14 September 2022	<ul style="list-style-type: none"> Added 4.1.8 - Updated course fee information for 19+ students 	David Howells	David Howells

FE Fees and Refunds Policy

1. Policy Statement

1.1. It is the policy of the City of Sunderland College, when setting fees, to:

- 1.1.1. Comply with the terms of its funding agreements where they stipulate conditions regarding fees and charges;
- 1.1.2. Take note of the assumptions about contributions to fees and charges by students and employers made by the funding bodies;
- 1.1.3. Recognise the charges prevailing in the market place to ensure that prices are competitive – this does not mean that prices will be the lowest but will represent good value in relation to the quality of the product;
- 1.1.4. Wherever possible, enable and facilitate students to access other funds available to contribute to the fees and charges of those students who would otherwise have difficulty in paying these costs;
- 1.1.5. Unless otherwise stated, include within its tuition fees the cost of consumable items and access to relevant study materials. Included within its fees are access to careers advice and welfare, College Learning Centre facilities, and internet access relevant to a student's course of study;
- 1.1.6. Exclude within its fees, unless included within the student's grant funding or otherwise stated on a course by course basis, provision of course books and individual's study materials, exam re-sit costs, or retake costs for course modules;
- 1.1.7. Exclude within its fees photocopying, computer printing and costs of educational trips and visits, travel to and from College and meals and refreshments while at College (hence the College expects students to pay separately for non-essential activities);
- 1.1.8. To apply this policy consistent with the requirements of the City of Sunderland College's Equality, Diversity and Inclusion Policy

1.2. Students and other interested stakeholders such as parents and employers will be given clear information about fees and charges before the student has committed to the course. The fees that the College charges are reviewed and set each year by the Board of Corporation taking into consideration the requirements of government legislation and of the funding agencies. Further Guidance on fee liability and remission / partial remission is attached as Appendix 1.

2. Scope

- 2.1 This policy applies to students undertaking Further Education courses, apprenticeships, full cost courses and programmes funded via a 19+ Advanced Learner Loan. It does not apply to students undertaking a higher education programme.
- 2.2 City of Sunderland College is the incorporated name covering all sites trading as Sunderland College, Hartlepool Sixth Form and Northumberland College. This policy applies to all students and staff of those institutions.

3. Responsibilities

This Policy will be implemented by the ELT.

4. Implementation

4.1. Student fee liability

- 4.1.1. When enrolling on a course all students shall be made aware of any fees due from them in respect of the course for which they are applying. Where student courses are fully funded by funding bodies or an employer in respect to an Apprenticeship, the student shall have no liability for tuition fees, as long as accurate information has been provided by the student which is relevant to the fee concession received. Further Guidance on fee liability and remission / partial remission is attached as Appendix 1.
- 4.1.2. Where information provided to the College is inaccurate and as a result the student's enrolment does not attract funding, the College reserves the right to charge a fee.
- 4.1.3. Where a student enrolls on an apprenticeship programme and where the student's employer is paying all or a proportion of the course fees via the apprenticeship levy or via co-investment, with an appropriate level of co-funding from the ESFA, to the College, then the employer and not the student is liable for course fees due in respect of the course. These students are referred to as "Apprentices".
- 4.1.4. Where a student is not enrolled on an apprenticeship programme and the student's employer is paying for course fees this is considered to be a "sponsorship agreement". Where a student has a sponsorship agreement the student remains ultimately liable for payment of their fees, whether invoiced or not. If the employer withdraws sponsorship or defaults on payment, the student is responsible for paying any outstanding fees.
- 4.1.5. Fees for Further Education courses lasting up to one academic year are due in full on enrolment. Instalment plan agreements may be agreed if requested (see section 4.3 below). Fees for apprentices are due on enrolment, employers can pay in instalments for apprenticeship programmes of 18 months or longer (as outlined below).
- 4.1.6. Students unable to provide evidence of agreed loan finance from funding bodies such as Student Finance England for Advanced Learner Loans are required to make arrangements for the payment of tuition fees in full or via instalment plan in order to complete their enrolment.
- 4.1.7. Students that have funding applications rejected or cancelled by Student Finance England after they have started their course remain liable to pay their tuition fees.
- 4.1.8. If a 19+ student enrolls on a co-funded course and is eligible for the discretionary Learner Support Fund, with a household income of less than £35,000 (net after tax), they will be entitled to full fee waiver on production of the required household income evidence and completed application. Support will be considered on a first come first served basis subject to budget restrictions, potential increased employability chances and barriers to progression.

4.2. Fee payment

- 4.2.1. The College will advise and inform students on the current range of options available to support the funding of their course. All students must be issued with an ID card before they may start a course. To obtain an ID card, students must make arrangements to pay fees, or gain applicable financial support for their fees.
- 4.2.2. Course Fees must be paid in full at enrolment, unless:
 - 4.2.2.1. Written confirmation of liability for fees has been supplied by an employer;
 - 4.2.2.2. In the case of Apprenticeship programmes, evidence that fees will be paid by the employer from their apprenticeship service account or through an alternative payment plan has been provided;
 - 4.2.2.3. Evidence of advanced learner loan, or career development loan funding is provided;
 - 4.2.2.4. A direct debit or Instalment agreement has been completed;
 - 4.2.2.5. Confirmation of acceptance of an application for Discretionary Learner Support is provided.
- 4.2.3. Full or partial contribution to fees can be paid by one or more of the methods below.
 - 4.2.3.1. By instalment or by direct debit
 - 4.2.3.2. By credit / debit card;
 - 4.2.3.3. By Career development loan or Advanced Learner Loan (eligible FE courses)
 - 4.2.3.4. By cheque (made payable to "City of Sunderland College")
 - 4.2.3.5. Sterling Bankers draft
- 4.2.4. Dishonoured or late payments may result in an administration charge to the student, exclusion from their course of study and certification of completion not being released. See Section 4.10.
- 4.2.5. If arrangements to pay tuition fees are not made by the student at the point of registration the College will subsequently make every effort to remind students that fees are due. However, these are reminders only and students are responsible for paying fees on time whether reminders are received or not.
- 4.2.6. If a student fails to make arrangements to pay fees within 6 weeks they will be withdrawn from their course. Even though they are no longer a student, they will still be liable to pay the full tuition fees for the course.
- 4.2.7. Students aged 16 to 18 (on 31st August prior to the start of the course) on ESFA funded courses are exempt from the payment of fees.

4.3. Instalments

- 4.3.1. The College offers an instalment plan for Further Education courses where the total amount payable at the point of enrolment is £200 or more and the course is 15 weeks or more in length. A schedule detailing instalment will be issued upon payment of a 20% deposit at enrolment. This acts as acceptance of the College's payment terms and conditions. The final payment of the instalment agreement must be paid 6 weeks before the end date of the course.
- 4.3.2. The instalment scheme is not available for international students.

- 4.3.3. In the event of a failed instalment payment, the option of payment by instalment will cease and all outstanding fees will be due immediately. If a student knows in advance that a payment will fail it is essential that they contact the Finance office immediately in person or telephone to agree alternative arrangements for payment.
- 4.3.4. Students will receive written confirmation from the College of instalment dates and amounts at least ten days before the first payment is due. Reminders for individual instalments will not be sent.
- 4.3.5. On an exceptional basis, where extenuating circumstances have been demonstrated, The Finance Department may approve an individual payment plan with a student. If the terms of an exceptional payment plan are not met, the payment plan ceases and any outstanding balance of fees will be due for immediate payment. Students experiencing financial difficulties should contact the Finance office as soon as they are aware of the problem.

4.4. Employer fee liability and payment by employers/sponsors

- 4.4.1. Where employers/sponsors are sponsoring significant numbers of students, this may be the subject of separate negotiations and contract terms. Financial terms including payment conditions and variations must be agreed with the Director of Finance before contracts are signed by the relevant authorised individual. These agreements are referred to as “significant contracts”.
- 4.4.2. Unless the student is enrolled under a significant contract, an authority to invoice or letter confirming liability for fees and billing details must be supplied by the employer at the point of enrolment. Unless otherwise specified, employers are liable for fees in full.
- 4.4.3. In the case of apprenticeship programmes, a signed contract and batch header needs to be supplied to confirm that fees will be paid by the employer from their apprenticeship service account or directly to the College if under the co-investment model. Companies may pay in instalments if an apprentice is on programme for 18 months or longer.
- 4.4.4. The College Finance Department, as part of the enrolment process, will raise invoices. Payment is due to the College 30 days from the date of invoice.
- 4.4.5. Non-payment of employer fees for apprenticeship programmes, will be passed to the Business Development Team in the first instance, and thereafter, if required, follow College debt recovery processes.

4.5. Student Loan finance

- 4.5.1. Students funding their Further Education course via a student loan will be asked to provide evidence that their Loan Funding is in place to confirm their registration on their course. Students waiting for confirmation of support from Student Finance England will normally be required to provide evidence that they have applied for funding from Student Finance England and will also be required to complete a payment agreement in order to complete their registration/enrolment. Where payment agreement is provided this will be used to collect unpaid tuition fees if funding is not in place by the start of the second term. This will allow

Student Finance England time to process applications.

- 4.5.2. Students are responsible for ensuring that tuition fee loan support from Student Finance England is arranged in a timely manner. The College will provide assistance and support to students regarding their loan applications where possible.

4.6. Withdrawals and suspension

- 4.6.1. The College reserves the right to withdraw the student from the course where the student has missed a substantial or critical element of the course or in the case of gross misconduct.
- 4.6.2. If a student wishes to suspend or withdraw from his/her course during the period of study then they must notify the College in writing stating their reason for withdrawing. In the absence of formal notification of withdrawal the student's last date of attendance shall be deemed to be their withdrawal date.
- 4.6.3. The College is required to inform the UK Visa and Immigration Agency of the withdrawal of students in the UK under a Tier 4 visa. A decision to withdraw will have an impact on the College's sponsorship of a student and students are therefore recommended to seek advice from a Student Support in these circumstances.
- 4.6.4. For students who fully withdraw during a period of suspension, their withdrawal date will be the date at which the temporary suspension began. Separate arrangements are in place for calculating fee liability for students needing to temporarily suspend their studies for reasons such as maternity or due to disability.

4.7. Advanced Learner Loans and failure to attend courses

- 4.7.1. Students funding their learning through Advanced Learner Loans should be aware that, in the event that they cease to attend their course, amounts due in respect of tuition fees cease to be paid by Student Finance to the College on behalf of the student. In the event that the student withdraws or does not resume attendance of their course within an acceptable period the outstanding balance of tuition fees not paid by Student Finance will become immediately payable to the College by the student.

4.8. Refunds

- 4.8.1. Fees are non-refundable, except in the following circumstances:
 - 4.8.1.1. When the College has cancelled the course, in which case all fees paid will be refunded.
 - 4.8.1.2. Where there is a complaint made through the College How are we Performing? Procedure about the quality of the course which is upheld (this could be a full or partial refund).
 - 4.8.1.3. When a fee has been paid in advance of the course start date and the College has received formal notification from the student of withdrawal before the student's start date. Such refunds will normally be subject to a £40 administration fee.
 - 4.8.1.4. Where there are exceptional mitigating circumstances
 - 4.8.1.5. When the enrolment is concluded off College premises or by means of distance communication (i.e. online) and the student cancels within the 14-day cooling-off period. Students starting their course during the cooling-off period and who provide notice of

withdrawal before the end of the cooling off period will be liable to pay a proportion (up to two weeks) of course tuition fees upon withdrawal. Such refunds will be subject to a £40 administration fee.

- 4.8.1.6. Where an apprentice, who is funded via a digital account, is withdrawn from the programme, the funding paid to the College via the digital account will cease as of the last day of learning.
- 4.8.1.7. Where an apprentice, who is funded under the co-funding model, where the employer has been charged a fee, is withdrawn from the programme, any overpayment will be refunded by the College.

4.8.2. The College will endeavour to make all refunds due within 14 days of authorisation of the refund. Refunds will be made to the person who paid for the course where this is different from the person who attended the course.

4.8.3. The College will consider eligibility for refund and/or compensation on a case by case basis (including where a student transfers to a partner organisation under circumstances outlined in the Student Protection Plan) and will take into account factors including (but not limited to):

- 4.8.3.1. the scale and impact of the matters affecting the case;
- 4.8.3.2. travel or accommodation costs;
- 4.8.3.3. maintenance costs (e.g. childcare if student contact sessions have to be delivered at times outside the normal College teaching day/week);
- 4.8.3.4. what mitigation has put in place – including the provisions set out in the Student Protection Plan;
- 4.8.3.5. how much of the programme has been completed;
- 4.8.3.6. what is reasonable in all of the circumstances.

4.8.4. In some cases, set rates for compensation of accommodation or travel costs will be established, which will be applied automatically to all affected students. The College will explain clearly how it has calculated these set rates. In other cases evidence of costs incurred, for which compensation is sought, may be required.

4.8.5. If a student is unhappy with the College's decision on refund and compensation, then the College's How are we Performing? Procedure should be followed to raise concerns.

4.9. Fee liability reduction/waivers

4.9.1. There is no fee reduction or waiver in respect of tuition fees for Further Education courses, beyond the exemptions and fee remissions / partial remissions set out in Appendix 1.

4.10. Non payment

4.10.1. Students retain ultimate responsibility for the payment of their fees and all other monies owing to the College regardless of sponsorship agreements or student loan funding arrangements, including where sponsored by an employer.

4.10.2. If a student is having problems paying tuition fees or any other monies owing, it is essential that the student contacts the Finance office as soon as possible to discuss any alternatives.

- 4.10.3. Should a student default on, or miss an instalment payment the College will view this seriously. Any student who fails to pay the College fees within 28 days following the date on which they became due may be suspended by the College until payment is made in full. If the monies due to the College are not paid within 28 days following the commencement of suspension the College will be entitled to withdraw the student and to terminate the student's course of study.
- 4.10.4. Students may be required to attend an interview with their curriculum manager (or their nominated representative). Any decision about suspension or withdrawal of the student by the College will be made by the curriculum manager (or their nominated representative) after the interview. If a student fails to attend any interview a decision may be made in the students' absence. Please note; even if a student is withdrawn from their course due to non-payment and is no longer a student, the student will still need to pay outstanding fees.
- 4.10.5. Should payment of outstanding fees be made within a reasonable timescale, and providing that the student has not missed any substantial or critical element of the course they may be permitted to resume studies.
- 4.10.6. Students with outstanding academic fee debt may, until all outstanding monies have been paid:
- 4.10.6.1. Not be permitted to re-register for new courses or to continue their course
 - 4.10.6.2. Not be entered for assessment or examinations pertaining to the course.
 - 4.10.6.3. Not be permitted to attend any Awards Ceremony
 - 4.10.6.4. Not be issued with any academic references
- 4.10.7. The College will refer unpaid amounts to an external agency to pursue payment. Any additional costs incurred by the College in the collection of the debt will be the liability of the student and will be added to the debt.

4.11. Complaints and appeals

- 4.11.1. If a student is dissatisfied with their course or learning experience whilst at the College these circumstances would be subject to the College's How are we Performing? procedure and a formal written complaint needs to be submitted via the complaints process. Complaints relating to course or learning experience should be submitted whilst a student is on programme. If, as a result of a complaint, the College is found after investigations to be in default of its obligations, a refund (full or partial) may be considered in circumstances where the College cannot offer a fix or repeat the service. In such circumstances, the decision to refund will require the approval of a member of the Senior Leadership Team.
- 4.11.2. Students who are satisfied with their course but contest their fee liability should contact the Finance office. Existing or prospective students that wish to make a complaint about the way the policy has been followed should follow the College How are we Performing? procedure which can be found on the College website.

5. Associated Documents

- Equality, Diversity and Inclusion Policy
- College's How are we Performing? Procedure

6. Policy Monitoring and Review

6.1. This policy will be reviewed on an annual basis by the Board of the Corporation and monitored by the ELT

7. Equality Impact Assessment

Have you sought consultation on this policy?				
Details:				
Could a particular group be affected (negatively or positively)?	Impact Y/N	Description of Impact	Evidence	Mitigation/Justification
Protected characteristics under the Equality Act 2010				
Age	N			
Disability	N			
Gender Reassignment	N			
Marriage and Civil Partnership	N			
Pregnancy and maternity	N			
Race	N			
Religion or belief	N			
Sex	N			
Sexual Orientation	N			
Additional characteristics to consider				
Young Persons in Care & Care Leavers	N			
Young Carers & Care Givers	N			
Young Parents	N			
Youth Offenders	N			
Those Receiving Free School Meals	N			
If there is no impact, please explain:	The policy is designed to promote and enable access to courses for all learners and to provide access to careers advice and welfare. It is a requirement of the policy to apply it consistently with the Colleges Equality, Diversity and Inclusion Policy.			

Appendix 1 – Fees Chargeable

1. FE Fees Policy 2024-25

The policy requirements in this section apply to funded FE provision. Loans based provision is covered in section 2.

1.1. Where Fees are remitted in full

- City of Sunderland will observe national guidance that currently states that fees are remitted nationally for 16–18 funded learners on programmes of study.
- Unemployed or low-income adults – rates and thresholds will vary between national (ESFA) adult contracts and those managed in devolved regions (for example North of Tyne Combined Authority).
- Fees are also remitted in full for unemployed adults in the following categories:
 - In receipt of Jobseeker’s Allowance (JSA), including those receiving National Insurance credits only.
 - In receipt of Employment and Support Allowance (ESA).
 - Receive Universal Credit, and their earned income from employment (disregarding benefits) is less than the limit set out in the appropriate funding body guidance per month.
 - Has been released on temporary licence, studying outside a prison environment, and not funded by the Ministry of Justice.
- Fees are also remitted in full for other unemployed adults who:
 - Receive other state benefits (not listed above) and their earned income (disregarding benefits) is less than the limit set out in the appropriate funding body guidance per month, and;
 - Want to be employed or progress into a more sustainable employment and are undertaking learning that is directly relevant to their employment prospects and the local labour market needs.
 - Are aged 19 up to 23 for a First Full Level 2 qualification (if the qualification appears in the ‘Legal Entitlements’ list), ‘Full level 2’ is defined in the ‘Adult education budget: funding rules’.
 - Are aged 19 up to 23 for a First Full Level 3 qualification (if the qualification appears in the ‘Legal Entitlements’

list), 'Full level 3' is defined in the 'Adult education budget: funding rules'. From April 2021, any adult aged 24 and over will also be entitled to full funding for their first full level 3 qualification from the entitlement list under the Lifetime Skills Guarantee.

- Are undertaking Essential Digital skills up to and including level 1 (if the qualification appears in the 'Legal Entitlements' list).
- Undertake English and Maths provision for all adults up to and including level 2, who have not previously attained a GCSE grade A* - C or grade 4, or higher.
- Are in receipt of a low wage studying up to and including level 2 who:
- Are employed or self-employed and cannot contribute towards the cost of co-funding fees,
- Are eligible for co-funding, and earn less than the limit set out in the College Tuition Fee Policy

In these latter three cases the College must see evidence of the learner's gross annual income. This could be a wage slip or a Universal Credit statement within 3 months of the learner's learning start date, or a current employment contract which states gross monthly/annual wages. Please note this is not an exhaustive list, but the College must be able to evidence a decision to award full funding to an individual who would normally be eligible for co-funding (i.e. a fee can be charged).

1.2. Where some Fees are chargeable

- For college-based courses the fee rate, for co-funded students (excluding loans-based provision) is 50% of the National Learning Aim Reference unweighted matrix rate as shown on the Government system 'Find a Learning Aim service'.
- Unless discretionary or statutory remission applies, all courses which can bear a fee will be set at a level which will encourage participation and cover costs. These courses can be commercial, units / credits or full qualifications.
- Where information provided to the College is inaccurate and as a result the student's enrolment does not attract grant funding, the College reserves the right to charge a fee.
- Students who are continuing the same learning aim which they enrolled to in the prior year will continue to be entitled to the same remission conditions that were operational at the time of the commencement of their study on that learning aim.
- Enrolment to new learning aims starting in the current academic year will be subject to the relevant funding body's eligibility criteria for the current year.

- The College retains discretion to waive fees in instances of students wishing to enrol in receipt of registered asylum status.
- Any other fee reductions for any other purposes must be agreed in advance of a course starting and be agreed with either the Chief Executive Officer (who is also Accounting Officer), the Deputy Chief Executive or the Chief Financial Officer.

1.3. Fee Levels

Fee levels will be determined where they differ according to local needs and made readily available to potential customers. The instalment structure will be set centrally and is detailed in the overarching FE Tuition Fees Policy.

1.4. Other Fees

The College may charge registration and examination fees at its discretion. These fees must be clearly set out to students.

2. FE Loans Policy - Advanced Learner Loans

Advanced Learner Loans are available to learners aged 19 or over and undertaking:

- A-levels and AS-levels (up to a maximum of four full A-levels).
- Quality Assurance Agency (QAA) Access to Higher Education Diplomas.
- Vocational qualifications including technical and professional qualifications at Levels 3, 4, 5 and 6.
- Access to HE students will have their Advanced Learner Loans 'written off' if they progress to Higher Education and complete their HE course. A learner can not have more than one Access to HE loan unless in exceptional circumstances agreed with the SLC. Under no circumstances can a sub-contracted learner be funded via a Student Loans Company loan.

2.1. Fee Levels for loan-based provision

The Education Skills Funding Agency allow providers to set a maximum fee for loan-based provision based on the fully funded value set on the HM Government 'Hub'. The minimum threshold to generate a loan is a fee level of £300. The maximum fees for individual qualifications are as per LARS. It is the responsibility of the learner to enter into an agreement with the Student Loans Company and secure a loan facility to pay for this provision. City of Sunderland College will offer support and guidance to the learner to undertake the loan application.

3. Fees Policy – Apprenticeships

All new apprenticeship starts are via the apprenticeship service. For levy employers, the full value of the Total Negotiated Price should be met by funds in the Apprenticeship levy account. Non-levy paying employers will continue to be required to pay mandatory co-financing of 5% of the Total Negotiated Price (which should include an explicit amount for End Point Assessment). All employers are also liable to pay any cost where the Total Negotiated Price of the apprenticeship exceeds the ESFA funding band for the apprenticeship standard. Where there are not enough funds in the levy account to cover

the full value of the Total Negotiated Price the remaining amount will revert to non-levy funding, this would include a 5% payment of the remaining value the employer would need to contribute.

4. Other Provision

- Where there is no national guidance, the College retains the discretion to set fees appropriate to local needs
- Higher Education fees are contained within a separate policy.