



## Contents

1. Introduction .....	1
2. Background.....	1
3. Fees .....	1
4. Refunds.....	6
5. Student Implications .....	8
6. Sanctions .....	8
Appendix A – Government Contribution Table.....	9

## **1. Introduction**

- 1.1 This document sets out the Fees and Refunds Policy applicable for the academic year 2018-19.
- 1.2 The policy covers the two interrelated areas of fees and refunds, and amalgamates the fees and refunds processes.

## **2. Background**

- 2.1 The Fees and Refunds Policy enables USP College (the College) to reflect changes in the funding methodology and be more responsive to the needs and expectations of the student market with regard to fees.
- 2.2 College Fees are set by the Academic Board led by the Vice Principal for Curriculum. This board meets annually and includes the Vice Principal for Funding and Business Partnerships and the Chief Operating Officer
- 2.3 This policy is in line with the Higher Education and Research Act 2017.
- 2.4 As part of good customer care, the College is obliged to give students an opportunity to reclaim their fees by way of refund, within predetermined criteria. This policy sets our criteria whereby the College will consider and provide a refund of fees where the criteria are met.

## **3. Fees**

- 3.1 The policy regarding fees is one that is supportive, whilst putting in processes to meet the parameters set by the Education Skills Funding Agency (ESFA) for fees.

### **ESFA**

- 3.2 Tuition fees are fully remitted for UK and EU students who are:
  - a. Under 19 on the 31 August in the teaching year when the student commences a study programme;
  - b. Continuing with a study programme started when they were 16-18 years old and are now 19 years or older;
  - c. The age of the learner on 31 August in the funding year determines whether the learner is funded through the ESFA's AEB funding methodology (for individuals aged 19 and over), or young people's funding methodology (for individuals aged 16 to 19 and those aged 19 to 24 with an Education Health and Care Plan);
  - d. All individuals aged 19 or over on 31 August who are continuing a programme they began aged 16 to 18 ('19+ continuers') will be funded through the ESFA's young people's funding methodology;
  - e. Where we refer to a learner's age being 19 this relates to the learner being aged 19 on the 31 August within the funding year they start a learning aim. For all other purposes, the age of the learner is at the start of each learning aim;
  - f. A learner's eligibility will not change during the learning aim or programme;

- g. Learners will be eligible for funding for the whole of the learning aim or programme if they are eligible for funding at the start, even if the duration is for over one year. The College must reassess the learner for any further learning they start;
- h. The College reserves the right to apply reasonable conditions of attendance in order to qualify for free examination entry;
- i. The College reserves the right to charge for examinations where the student is under 19 and the charge is for resits or late entry.

### **Adult Education Budget (AEB)**

**3.3** Tuition fees are fully remitted for students aged 19 to 23 on the day they start:

- a. Entry-level and level 1 learning aims (excluding English & Maths) delivered through classroom learning where they have a maximum prior learning accreditation of level 1, and are progressing to a full level 2 qualification;
- b. Level 2 learning aims (excluding English & Maths), which are not classed as full, delivered through classroom learning where they have a maximum prior learning accreditation of level 1, and are progressing to a full level 2 qualification;
- c. Their first full level 2 qualification (only available for qualifications listed under their legal entitlement);
- d. Their first full level 3 qualification (only available for qualifications listed under their legal entitlement);
- e. The College may fully fund learners, who are employed and cannot contribute towards the cost of co-funding fees. You must be satisfied the learner meets both of the following:
  - i. is eligible for co-funding; and
  - ii. earn less than £15,736.50 annual gross salary, based on the Social Mobility Commission's low pay threshold of £8.07 (hourly rate in 2016) and on the assumption of a 37.5hr contract with paid statutory holiday entitlement.

*Please refer to Appendix A for details of the Government Funding Contributions.*

**3.4** The College may choose to charge students in full time or part time education for other elements of their study programme. These could include but are not limited to:

- a. Clothing & Equipment;
- b. Photocopying & Fines;
- c. Travel & Board;
- d. Disclosure & Barring Service (DBS) checks.

*Where students are charged for these fees, financial support may be available upon request at Student Services.*

**3.5** Students will be notified of all additional costs as part of the enrolment process.

- 3.6** Advanced Learning Loans are available for students who are:
- a. aged 19 and over and UK resident on the first day of learning;
  - b. studying at an ESFA approved provider in England;
  - c. studying at Level 3 to 6:
    - i. up to four A-Levels;
    - ii. QAA Access to HE Diploma courses;
    - iii. Vocational qualification at level 3 to 6.
- 3.7** The Loans will not be means tested, nor subject to credit checks. They are not subject to the student's employment status, nor previous education history (for the first Loan). However, they are subject to set residency criteria (please refer to the College Adult HE and Loans Policy).
- 3.8** Learners are entitled to access up to four loans, which they can take out either one after the other or at the same time. Learners will need to apply for a loan for each learning aim. Within the entitlement of four loans, a learner is entitled to apply for:
- a. no more than one loan to complete an Access to HE Diploma;
  - b. up to eight loans to undertake up to a maximum of four full A-Levels; this will be treated as one single loan entitlement;
  - c. No more than four loans to undertake vocational qualifications including technical and professional qualifications at Levels 3, 4, 5 and 6.
- 3.9** A loan can only be used to meet the tuition costs of the course.
- 3.10** For all other aspects relating the Loans application process, please refer to the Adult HE and Loans Policy.
- 3.11** Unemployed individuals aged 19 to 23 on the day they start learning aims up to and including level 3 and individuals aged 24 or older on the day they start learning aims up to and including level 2 are defined as unemployed for funding purposes if one or more of the following apply:
- a. They receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only;
  - b. They receive Employment and Support Allowance (ESA) and are in the work-related activity group (WRAG);
  - c. They receive Universal Credit, earn either less than 16 times the National Minimum Wage / national living wage a week, or £338 a month (individual claims) and Jobcentre Plus (JCP) determine as being in one of the following groups:
    - i. All Work-Related Requirements Group;
    - ii. Work Preparation Group;
    - iii. Work-Focused Interview Group.
  - d. They are released on temporary licence, studying outside a prison environment and not funded by the Ministry of Justice

## **Full Level 2 definition**

**3.12** Level 2 is the level of attainment which, is demonstrated by:

- a. General Certificate of Secondary Education in five subjects, each at grade C or above, or grade 4 or above; or
- b. Technical Certificate at Level 2 which meets the requirements for 2018 16 to 19 performance tables.

**3.13** If a learner, aged 19 to 23 has achieved a level 2 qualification that was, at the time they started, or still is, classed as a full level 2, any subsequent level 2 qualifications will be co-funded. Please contact [qualifications.esfa@education.gov.uk](mailto:qualifications.esfa@education.gov.uk) if you need advice on a previous qualification's designation.

**3.14** If the National Academic Recognition Information Centre have confirmed the authenticity of a qualification gained overseas and confirmed it is comparable/compatible with a regulated qualification in England, currently part of the level 2 and level 3 legal entitlement, the individual will be deemed to have achieved their first level 2 and/or level 3 qualification.

## **Full Level 3 definition**

**3.15** Level 3 is the level of attainment which is demonstrated by:

- a. a General Certificate of Education at the advanced level in two subjects; or
- b. a General Certificate of Education at the advanced subsidiary (AS) level in four subjects; or
- c. a Quality Assurance Agency Access to Higher Education (HE) Diploma at Level 3; or
- d. a Tech level; or Applied general qualification at Level 3 which meets the requirements for 2018, 2019 and 2020 16 to 19 performance tables.

**3.16** If a learner aged 19 to 23 has achieved a level 3 qualification, that was, at the time they started, or still is, classed as a full level 3, and wants to enrol on any subsequent level 3 qualification, of any size, they may apply for an advanced learner loan (provided the qualification is designated for funding, and subject to learner eligibility conditions), or pay for their own learning. Please contact [qualifications.esfa@education.gov.uk](mailto:qualifications.esfa@education.gov.uk) if you need advice on a previous qualification's designation.

**3.17** For new linear AS and A levels where a learner enrolls on an AS qualification and continues with further study to take the A level qualification in the same subject, you must record both the AS and A level in the ILR. The AS learning aim will be funded separately to the A level learning aim.

*Please refer to Appendix A for details of the Government Funding Contributions.*

**3.18** Full time 19+ students, who do not fall within the remitted eligibility, will pay the tuition fees set for that course (pro-rata for part time courses).

- 3.19** Course fees for part time courses must not be set below the ESFA assumed fee rate of 50% without prior approval of the Principal. However, the Principal & CEO will have the remit to revise the tuition fees above the ESFA assumed rate on certain courses where there is a commercial or enrolment need to maximise the organisations overall funding.
- 3.20** The funding of adult provision means that part time and full time should be marketed to the maximum fees the market share will support as appropriate for the College.
- 3.21** To assist the affordability of tuition fees to the student the College operates an instalment payment scheme which is as follows for those students enrolling in September:
- a. There is no instalment scheme where the total fee payable is less than £150 and the full amount is payable on enrolment.
  - b. Option 1 - Fees between £150 and £1000 paid by Direct Debit or Recurring Card Payment – to be paid in 5 equal payments, first payment to be paid on enrolment.
  - c. Option 2 - Fees above £1000 – paid by Direct Debit or Recurring Card Payment – may be paid in 9 equal payments, first payment to be paid on enrolment.
- 3.22** Any amendments of the above points (3.21 a to c) should only be made at the discretion of the Associate Director of Finance & Payroll and/or the Chief Operating Officer.
- a. All full fees are to be collected by the 31 May.
  - b. Should students default on their direct debit they will incur a £25 administration fee.
  - c. In accordance with this policy should a student decide to leave a course, before its conclusion, any unpaid monies will be payable immediately.
- 3.23** Student Loans are also available for Higher Education courses. The application process is completed via the Student Loan Company. For further details, please refer to the Adult HE and Loans Policy.
- 3.24** Funding for specific projects may be applied to tuition fees in a manner outside of the rules stated within this fees process; under such circumstances the use of funds must comply with the regulations governing the specific project.
- 3.25** In the event of business critical circumstances, the College reserves the right to introduce a new fee remission category during the financial year. The case needs to be presented to the Executive Team for consideration and approval but excludes all HE courses.
- 3.26** If a current student is entered for re-sit examination, the College reserves the right to enforce payment of examinations fees regardless of age or status.

## 4. Refunds

- 4.1** Students considered to be eligible for a refund should complete a refund request form, available from Student Services, explaining the reason for requesting a refund. We aim to respond within 7 working days and, if appropriate we aim to send a refund within 30 working days.
- 4.2** Students who withdraw prior to the start of the course must inform the College in writing in order to receive a refund (including materials fees). Students who withdraw after the start of a course may receive a refund following consultation with the relevant Head of Learning. If a refund is granted, this will not include the College registration fee or materials fees where the materials have been used.
- 4.3** The following examples are considered to be **exceptional circumstances** and will automatically entitle a student to a complete refund:
- a. If a course is cancelled or closed prematurely by the College;
  - b. The course location, day or start or finish times and dates are changed and as a direct result you are unable to attend the course;
  - c. If there is an enrolment error on the part of the College, for example the College has incorrectly enrolled a student onto a course or charged incorrect fees;
  - d. Students are entitled to a partial refund of their course fees (proportional to the weeks not attended) if they have to withdraw from the course due to serious medical reasons (a medical certificate will be required as evidence);
  - e. Student provides written notification of a change in circumstances prior to the start of the course (refund less college administration fee);
  - f. Higher Education students can find detailed information regarding the non-continuation of Higher Education courses in the Student Protection Plan.
- 4.4** Where any of the above stated events occurs in **relation to a course funded by Advanced Learning Loans** then the College will assume the responsibility of reimbursing the Student Loan Company / Student for the amount incurred / paid up to the point of the event as stated above.
- 4.5** The following circumstances **are not** exceptional circumstances and do not automatically entitle a student to a refund:
- a. student moves out of the area;
  - b. student moves employment;
  - c. student changes their mind after the start of a course;
  - d. student who is excluded from the College, will not be entitled to any refund of registration fees and/or possibly refund of any course fees.
- 4.6** Students wishing to challenge or appeal the decision made about a refund, should do so in writing addressed to the Chief Operating Officer.

- 4.7** If a student enrolls onto, and pays tuition fees for, a course that is eligible for Funding Agency fee remission and within 1 month prior to the date of the start of the course, subsequently provides the College with acceptable evidence that they are in receipt of an eligible benefit, they can receive a refund of tuition fees. Evidence of benefit must be dated 1 month prior to the start of the course. Refunds must be requested by the student via the College refund request form.
- 4.8** Occasionally there may be instances when students are not satisfied with the quality, level of service or the advice and guidance provided by the College. If this is the case students must submit a written complaint to the College detailing the reasons for your dissatisfaction linked to your refund request.
- 4.9** The College has a separate Complaints Procedure and complaints should be submitted in writing (letter or complaints form) to the Vice Principal – Quality & Curriculum.
- 4.10** The complaint and refund request will be investigated in line with the College's Complaints Procedure and you will be informed of the outcome of the investigation within 10 working days of the College receiving your complaint.
- 4.11** If we substantiate your claim, you will receive a refund as appropriate. If your claim is not substantiated, you will not be entitled to a refund.
- 4.12** Refund of Examination Fees will be considered on its own merit.
- 4.13** Refund of fees for Higher Education courses delivered in partnership with a University / Training Provider are dealt with in line with the lead providers Refunds Policy.
- 4.14** Refunds of Full Cost Course Fees are subject to an administration fee of £25.
- 4.15** If the College cancels your course prior to commencement, or during the academic year and a suitably agreed transfer cannot be found, you will be entitled to a full refund of all your fees.
- 4.16** Refunds for Bus Passes will be based on the unexpired portion of the transport fee, less any deposit, if you leave the College prior to the Autumn half term. No refunds are given after this date except in exceptional circumstances.
- 4.17** Resource Deposits will be refunded in full subject to the completion of a college leavers form and the return of all college resources issued to you (undamaged) and the payment of all outstanding debts.
- 4.18** Refunds for Student Trips deposits are non-refundable. Student removed from a trip will not be entitled to a refund unless a replacement is found and the trip is full.
- 4.19** Payments will only be made to students by cheque or BACS. Where a student does not have a bank account a student's refund may be made to a third party provided:
- a. The Student provides the College with a letter of authority;
  - b. The Third Party provides a recognised form of identification;
  - c. The Third Party provides proof of domicile to which cheque could be sent.

*Where the refund in question is below £50 the College may, subject to available resources and volume of requests, allow a cash refund.*

- 4.20** In the event of a course transfer the following principles will apply:
- a. Where the College is at fault then 100% of fees will be refunded;
  - b. In all other cases refunds will be applied according to this policy.

## **5. Student Implications**

- 5.1** This policy should be easy to understand for all prospective students and enrolling staff, and provide a clear understanding of the circumstances where students are eligible for a refund.
- 5.2** The fee levels are designed to be competitive, but not unduly discounted.
- 5.3** The implementation of the policy should not be administratively burdensome, but should be sympathetic to the student needs.
- 5.4** The policy should be consistent with government policy in encouraging 16-18-year-old students to stay in learning and in maximising participation.
- 5.5** The policy should be consistent with the College's financial strategy of reducing dependency on funding agency income.
- 5.6** The widening of the opportunity to pay tuition fees by instalments will make courses more attractive to students on low income.

## **6. Sanctions**

- 6.1** The College will follow a standard credit control policy to seek recovery of fees due, including contacting the student by email, telephone or in person to secure settlement.
- 6.2** In the event that a student fails to pay the fees due after such follow up, the College will apply the following sanctions, progressively;
- a. Withdraw a student's IT access;
  - b. Suspend access to the College;
  - c. Prevent progression to the next year/session;
  - d. Exclude the student from the College;
  - e. Withhold certification.
- 6.3** In addition, the College may refer the debt to a third party agency for collection.

## Appendix A – Government Contribution Table

The level of government contribution we will fund is as follows.

Provision	19- to 23-year-olds	24+ unemployed	24+ other
English and maths, up to and including level 2 (Must be delivered as part of the legal entitlement)	Fully funded*	Fully funded*	Fully funded*
Level 2 (excluding English and maths) (First full level 2 must be delivered as part of the legal entitlement)	Fully funded* (first and full)	Fully Funded	Co-funded+
Learning to progress to level 2	Fully funded^ (up to and including level 1)	Fully funded	Co-funded+
Level 3 (First full level 3 must be delivered as part of the legal entitlement)	Fully funded* (first and full)	Loan-funded	Loan-funded
	Loan-funded** (previously achieved full level 3 or above)		
Traineeship <sup>#</sup>	Fully funded (including 16- to 24-year-olds <sup>###</sup> )	N/A	N/A
English for Speakers of Other Languages (ESOL) learning up to and including level 2	Co-funded+	Fully funded	Co-funded+
	Fully funded – unemployed		
Learning aims up to and including level 2, where the learner has already achieved a first full level 2 or above	Co-funded+	Fully funded	Co-funded+
	Fully funded – unemployed		

\*Must be delivered as one of the English and maths, and/or first full level 2 or first full level 3 qualifications required as part of the legal entitlements.

^Must be delivered as entry or level one provision from local flexibility.

# Excludes flexible element where funding depends on age and level.

### 16- to 18-year-old learners must be eligible under the [ESFA's young people's residency requirements](#).

\*\* Availability of loans at level 3 does not replace the legal entitlement to full funding for learners aged 19 to 23 undertaking their first full level 3.

The level of government contribution we will fund is as follows.

+ Low Wage flexibility may apply