



College

Fees, Loans and Refund Policy 2023-2024

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1. Introduction

- 1.1 This document sets out the Fees, Loans and Refunds Policy applicable for the academic year 2023-24.
- 1.2 The policy covers the interrelated areas of fees, loans and refunds, and amalgamates the fees, loans and refunds processes.
- 1.3 This policy covers the Adult and Higher Education (HE) loans available to students to cover the costs of their fees.
- 1.4 USP College aims to provide financial information that is impartial to all prospective and enrolled students.

2. Background

- 2.1 The Fees, Loans and Refunds Policy enables USP 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, Quality & Curriculum and the Executive Director Information Systems and Funding. This board meets twice annually and includes the Vice Principal, Quality & Curriculum and the Chief Finance 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 students who are:

- a. Aged 16 to 18 in full time or part time education by either ESFA-funded institutions or their subcontractors. For the purposes of the funding agreement and this document, '18', means under 19 on 31 August in the teaching year when the student commences a study programme.
- b. Such students must continue to receive free tuition in any consecutive subsequent year of study on the same study programme as recorded in their learning agreement.
- 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 the college 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. no compulsory enrolment, registration or examination fees can be charged to students aged 16 to 18 in full time or part time education, other than in the following circumstances:
 - i. institutions can apply reasonable conditions of attendance in order to qualify for free examination entry
 - ii. institutions can charge for examinations and resits as follows:
 - where the required attendance or completion of work has not been achieved
 - where the student fails without good reason to sit the examination for which the institution has paid
 - where a student resits, an examination resulting from an initial examination failure
 - where a student resits an exam with the aim of achieving marginal improvements in grades
 - qualifications leading to a GCSE grade 4 to 9 or A* to C in English and/or maths where the student has not yet achieved either a grade 4 to 9 or A* to C in these subjects are not treated as resits for this purpose.
 - institutions must ensure that requirements for attendance and coursework are applied reasonably and set out to students from the commencement of their programme. Absences or non-completion of coursework because of illness or other acceptable reasons are not grounds for charging.

Adult Education Budget (AEB)

3.3 Tuition fees can be fully or partially remitted for students aged 19 to 23 on the day they start, if they meet certain criteria in line with ESFA Guidance. The current information is available via the link detailed:

<https://www.gov.uk/government/publications/adult-education-budget-aeb-funding-rules-2023-to-2024/esfa-funded-adult-education-budget-funding-rules-2023-to-2024>

Please refer to the 'Government contribution charts' for details of the Government Funding Contributions if certain criteria are met.

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 Tuition Fee and Maintenance Loans

Detailed below are the eligibility criteria for HE and Adult course loans via the Student Loans Company which cover both Tuition (the course fees) and Maintenance (to cover living costs) loans;

- a. English or EU full-time or part-time students can apply for a Tuition Fee Loan. The loan is paid directly to the college. You have to pay it back.
 - i. Full-time Student Tuition Fee Loan – Up to £6,165
 - ii. Part-time Student Tuition Fee Loan – Up to £4,625

- b. UK students and Migrant workers can apply for a Maintenance Loan for living costs. You may have to give details of your [household income](#).

The loan is paid directly into your bank account at the start of each term. You have to pay the loan back.

- i. Full time students living at home - Up to £7,747
 - ii. Full time students living away from home outside London – Up to £9203
 - iii. Full time students living away from home in London – Up to £12,010
- c. Whether you qualify for student finance depends on the following and the current information is also available via the link detailed – <https://www.gov.uk/student-finance/who-qualifies> :

- i. your university or college;
 - ii. your course;
 - iii. if you've studied a higher education course before;
 - iv. your age;
 - v. your nationality or residency status;
 - vi. your course - this must be in the UK and one of the following:
 - i. a first degree, e.g. BA, BSc or B.Ed.
 - ii. a Foundation Degree
 - iii. a Certificate of Higher Education
 - iv. a Diploma of Higher Education (DipHE)
 - v. a Higher National Certificate (HNC)
 - vi. a Higher National Diploma (HND)
 - vii. an Integrated master's degree
 - viii. Initial Teacher Training
- d. Part-time students need to study their courses at a rate of at least 25% of an equivalent full-time course in each academic year.
- e. Generally, you'll only get student finance if you're doing your first higher education qualification. This is true even if your previous course was self-funded. However, you may still get it if, for example:
 - i. you change course;
 - ii. you leave your course but decide to start again;
 - iii. you are 'topping up' a higher education qualification, e.g. you have finished an HNC, HND or foundation degree and now want to do an honors degree.
- f. There is no upper age limit for Tuition Fee/Maintenance Fee Loans or grants. You may get limited funding for Maintenance Loans if all of the following apply:

- i First academic year of your course
 - ii you are studying full-time
 - iii your course started on or after 1 August 2017
 - iv Nationality or residency status. You can only apply if:
 - you're a UK national or have 'settled status' (no restrictions on how long you can stay)
 - v you normally live in England
 - vi you've been living in the UK for 3 years before starting your course
- h. You may also be eligible if your residency status is one of the following:
- i. EU national, or family member of one
 - ii. refugee
 - iii. humanitarian protection
 - iv. EEA migrant worker
 - v. child of a Swiss national
 - vi. child of a Turkish worker
 - vii. stateless person (including eligible family members) and you are a new student starting on or after 1 August 2019

3.7 Advanced Learner Loans

Advanced learner loans provide a source of fees and support to help people aged 19 and over undertake general and technical qualifications at levels 3, 4, 5 and 6.

By taking out a loan, a learner is taking direct responsibility and financial liability for their learning. In return you are obliged, as part of your agreement with the learner, to deliver high-quality learning and support to enable the learner to successfully achieve their desired outcome.

It is important that learners receive all the key information about what the loan is for and are signposted to sources of further information to help them decide if they wish to apply for a loan. It is also imperative that they have information in the [Learning and Funding Information Letter](#) about the qualification, your fee and actual loan amount for their qualification.

Loans are available to eligible learners who are:

- a. aged 19 or older on the first day of starting their designated loans funded qualification
- b. studying with a provider situated in England, with a provider in receipt of a loan agreement from us (see [provider eligibility](#))
- c. studying one or more designated loans qualifications at levels 3, 4, 5, or 6 (see [qualifications designated for loans](#))

On receipt of a learner's loan application, SLC is responsible for assessing whether a learner is eligible.

More information on learner eligibility is also contained in [Advanced Learner Loan funding rules](#).

There are additional eligibility criteria for offenders. See annex 2 learner eligibility criteria for more information.

For 19 to 23 year olds undertaking level 3 qualifications:

- a. you must check a learner's legal entitlement to full funding and record that you have done this in the learner file before they make their loan application (see learner file). If they have not exercised their legal entitlement to full funding for a first full level 3, you must make them aware of this entitlement

- b. if they have not exercised their AEB entitlement to full funding for a first full level 3 as part of their legal entitlement or the level 3 free courses for jobs offer you must make them aware of either entitlement
- c. if you have an AEB funding agreement you must not offer a loan-funded place to a learner who is able to undertake their chosen qualification with you by accessing an entitlement listed above. Should this situation occur, you must perform a fee charged change of circumstance through SLC's learner provider portal and reduce their fee liability to zero
- d. SLC will recover the overpayment from you from future loans payments. If you have insufficient loan payments SLC will ask you to repay any overpayment directly
- e. if you only hold a loans agreement/contract and are unable to offer an AEB fully-funded place, and a learner wishes to exercise their entitlement, you must signpost the learner to the [National Careers Service](#) to obtain information about alternative providers
- f. if a learner chooses to apply for a loan rather than exercising their entitlement either where they have access to AEB funding with you (outlined above or, if not, at an alternative) you must make them aware that this may mean that they give up their right to exercise their entitlement to AEB funding in future and evidence this in their learner file
- g. where a learner has achieved a level 3 qualification, that was at the time they started or is still classed as a full level 3, they can enrol on any subsequent level 3 qualification, and apply for a loan or pay for their own learning

3.8 Help with additional living costs for Adult courses (excluding HE)

You may be eligible for help with your living costs, please also see the 19+ Discretionary Learning Support Policy 2023/24 for further details. 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), or £541 a month (learner has a joint benefit claim with partner) and Jobcentre Plus (JCP) determine as being in one of the following groups:
 - 1 All Work-Related Requirements Group;
 - 2 Work Preparation Group;
 - 3 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 (GCSE) in 5 subjects, each at grade 4 (C) or above, or
- b. Technical Certificate at level 2 which meets the requirements for the 16 to 19 performance tables

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 fully funded if they meet the definition of unemployed or meet the eligibility criteria for learners in receipt of low wage.

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 2 subjects
- b. General Certificate of Education at the AS level in 4 subjects
- c. Quality Assurance Agency Access to Higher Education (HE) Diploma at level 3
- d. Technical, or applied general qualification at level 3, which meets the requirements for the 16 to 19 performance tables
- e. Core maths at level 3

3.16 If a learner has achieved a level 3 qualification that was not classed as a full level 3 at the time they started it but has since been 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. From the 1 April 2022 there is an exception to this rule; a learner will be fully funded under the level 3 adult offer if they meet the definition of unemployed or meet the eligibility criteria for learners in receipt of low wage.

Please email 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.

4. Refunds

4.1 Students considered to be eligible for a refund should complete a refund request form, available from the Finance Office, 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 Curriculum Director. 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 possible 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 Finance 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 Assistant Principal Quality, Performance and Innovation
- 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** 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.

4.18 Payments will only be made to students by 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;

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

4.19 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.

7.0 Linked Policies

Adult HE Loans 2023/24 Policy

Admissions & Enrolment 2023/24 Policy

Appendix A

Government contribution table 1

The level of government contribution for ESFA funded AEB is as follows.

Provision	19- to 23-year-olds	24+ unemployed
English and maths for those aged 19 and over, up to and including level 2	Fully funded	Fully funded*
Essential Digital Skills Qualifications up to and including level 1 (Must be delivered as part of the Digital legal entitlement qualifications list)	Fully Funded	Fully funded
Level 2 (excluding English and maths and Digital) (First full level 2 must be delivered as part of the legal entitlement)	Fully funded	Fully Funded
		Co-funded
Learning aims to progress to full level 2	Fully funded^ (up to and including level 1)	Fully funded
		Co-funded
Level 3 legal entitlement (First full level 3 must be delivered as part of the legal entitlement)	Fully funded* (first and full)	Loan-funded
Level 3 free courses for jobs offer Learners without a full level 3 or above can access a qualification on the level 3 adult offer qualification list. Learners who already hold a level 3 or higher and meet the definition of unemployed or who are in receipt of low wage	Fully Funded	Fully Funded
Level 3 Advanced Learner Loan	Loan Funded	
Traineeship (including 16- to 24- year-olds)	Fully funded	N/A
English for Speakers of Other Languages (ESOL) learning up to and including level 2	Co-funded+	Fully funded
	Fully funded – unemployed	Co-funded

Learning aims up to and including level 2, where the learner has already achieved a first full level 2 or above	Fully Funded	Fully funded
	Co-funded	Co-funded
Learning aims up to and including level 2, where the learner has not achieved a first full level 2, or above	N/A	Fully funded

Equality and Diversity Statement & Impact Assessment

USP College is committed to equality of opportunity. The aim is to create an environment in which people treat each other with mutual respect, regardless of: age, disability, family responsibility, marital status, race, colour, ethnicity, nationality, religion or belief, gender, gender identity, transgender, sexual orientation, trade union activity or unrelated criminal convictions.

This form should be used by managers and policy owners within their area of responsibility to carry out Equality and Diversity Impact Assessments (EDIAs) in relation to protected characteristics including, but not limited to: Age, Disability, Gender reassignment, Marriage and civil partnership, Pregnancy and maternity, Race, Religion and belief, Sex, Sexual orientation. The word 'policy' is taken to include strategies, policies, procedures and guidance notes; both formal and informal, internal and external.

1. Name of Policy

Fees Loans & Refunds Policy

2. Which of the following groups could be affected by this policy?

(Tick all that apply)

Students	<input checked="" type="checkbox"/>
Staff	<input type="checkbox"/>
Wider Community	<input checked="" type="checkbox"/>

3. Complaints

Have complaints been received from anyone with one or more protected characteristics about the service provided? If yes, then please give details.

NA

4. The Impact

Four possible impacts should be considered as part of the assessment:

- Positive Impact** - Where the policy might have a positive impact on a particular protected characteristic.
- None or Little Impact** – Where you think a policy does not disadvantage any of the protected characteristics.
- Some Impact** – Where a policy might disadvantage any of the protected characteristics groups to some extent. This disadvantage may also be differential in the sense that where the negative impact on one particular group of individuals with protected characteristics is likely to be greater than on another.
- Substantial Impact** – Where you think that the policy could have a negative impact on any or all of the protected characteristics. This disadvantage may also be differential in the sense that the negative impact on one particular protected characteristic is likely to be greater than on another.

Thought-provoking questions, which might help come to a decision about the impact of a policy on individuals with protected characteristics:

- Does policy outcomes and service take up differ between people with different protected characteristics?
- What key information do we have? Does data or engagement with people with protected characteristics give insights into areas of disadvantage, which relate to the policy area?
- If the policy is likely to have a negative impact on individuals, sharing particular characteristics what steps can be taken to mitigate these effects?
- Will the policy deliver practical benefits for certain groups?
- Does the policy miss opportunities to advance equality of opportunity and foster good understanding/relationships between groups?
- Do other policies need to change to make this policy more effective?
- Is there any elements of the policy that could be unlawful under the Equality Act 2010?

Use the guidance provided above and complete the following table: **(Please Tick ✓)**

Gender/Age	Positive Impact	No or Little Impact	Some Adverse Impact	Substantial Adverse Impact
Gender		✓		
Age		✓		
Disability	Positive Impact	No or Little Impact	Some Adverse Impact	Substantial Adverse Impact
Visually Impaired		✓		
Hearing impaired		✓		
Physical Disability		✓		
Specific Learning Difficulties		✓		
Global Learning Difficulties		✓		
Autistic Spectrum Disorder		✓		
Any other disability – Various		✓		
Other Factors	Positive Impact	No or Little Impact	Some Adverse Impact	Substantial Adverse Impact
Race		✓		
Culture		✓		
Religious Belief		✓		
Sexual Orientation		✓		
Gender Reassignment		✓		
Marriage/Civil Partnership		✓		
Pregnancy /Maternity /Paternity		✓		

Please comment on any areas where some or substantial impact is indicated. Any resulting actions must be added to the below action plan.

5. Is there anything that cannot be changed?

What cannot be changed?	Can this be justified?	If so, how?
Not applicable		
E.g., Disabled people can be treated more favorably under the Disability Discrimination Act 2005. If a policy appears to treat disabled people more favorably than other equality groups, the disadvantage may be justifiable		

Please list the main actions that you plan to take as a result of this assessment in your area of responsibility. (Continue on separate sheets as necessary)

<p>Action Plan:</p>
