

# FEE POLICY – 2018/2019

<b>POLICY VERSION NUMBER</b>	04
<b>MEMBER OF STAFF RESPONSIBLE FOR POLICY</b>	Director of TLA

RECORD OF REVISIONS TO POLICY	
DATE	DETAILS
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July 2018	Approved by the Board
July 2018	Refunds and Compensation Annex added

<b>Date of current policy</b>	July 2018
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<b>Review to be approved by</b>	Executive and Board

## BARNFIELD COLLEGE

### FEES POLICY

#### 1. SCOPE AND PURPOSE

This policy details how Barnfield College will apply fees for courses funded by the Education Skills Funding Agency (ESFA), the Office for Students (OfS) and those courses that receive no grant funding (referred to as “Full Cost Recovery” courses).

This policy applies to all courses starting between 1<sup>st</sup> September 2018 and 31<sup>st</sup> August 2019.

#### 2. 16-18 CLASSROOM BASED FEES (FUNDED LEARNERS)

Applies to learners aged 16, 17 or 18 on the 31<sup>st</sup> August 2018.

16-18 students do not pay tuition fees for full time or part time courses as they are fully funded by the Education Skills Funding Agency.

Learners who have turned 19 but started a 2 year study programme when they were 18 still qualify as fully funded. This does not apply to learners who progress to a level 3 extended diploma course after completing another full level 3 qualification, for example a subsidiary diploma or 90-credit diploma.

No compulsory enrolment, admin, registration, assessment, exam fee or Disclosure and Barring Service (DBS) check can be charged for 16-18 learners.

Additional charges are listed in Appendix 1.

#### 3. 19-24 EHCP (FUNDED LEARNERS)

Learners aged between 19 and 24 on the 31<sup>st</sup> August 2018 who have an Education, Health and Care Plan (EHCP) do not have to pay any fees as they are fully funded by the Education Skills Funding Agency.

No compulsory enrolment, admin, registration, assessment, exam fee or Disclosure and Barring Service (DBS) check can be charged for 19-24 year olds with an EHCP.

Additional charges are listed in Appendix 1.

#### 4. 19+ LEARNERS CLASSROOM BASED (FUNDED LEARNERS)

To be eligible for ESFA funding, on the first day of learning, a learner must be aged 19 or older.

College tuition fee should be set at a minimum of 50% of the SFA funding rate. A higher fee can be charged, but must not be more than the full SFA funding rate. If market intelligence suggests that a lower rate is applicable, this must be approved by the Executive Team.

## 5. FEE WAIVER

Some learners may be eligible for a fee waiver and therefore will not be expected to pay the published amount.

Note that where adult fee remission is given, the appropriate evidence must be collected and retained by the college for audit purposes. This may be documentary evidence of benefits or an appropriate signed declaration. Failure to do so will result in a loss of 50% of the funding available to the college for that learner.

Learners that are eligible for an SFA fee waiver will **not** have to pay for fees related to the direct cost of delivering the course. Direct costs include administration fees, registrations fees, assessment fees, material fees, exam fees and Disclosure and Barring Service (DBS) check.

### 5.1 Unemployed Learners

Learners who are unemployed and in receipt of an eligible state benefit\* may be entitled to their fees being waived. The Learners must meet the following conditions:

- Starting a course at Level 2 or below
- Earns less than 16 times the national minimum wage a week or £338 a month (individual claims) or £541 a month (household claims)
- Must be seeking work and needs skills training to assist in getting into work
- Must be in receipt of one of the following state benefits:
  - Job Seekers Allowance (including those receiving national insurance credits only)
  - Employment Support Allowance in the work related activity group (WRAG)
  - Employment Support Allowance contribution based – non-WRAG.
  - Universal Credit - learner is mandated to undertake skills training
  - Universal Credit – learner not mandated to undertake skills training.
  - Working Tax Credit (named on partner's claim - £16,190 max joint income)
  - Council Tax Benefit (excludes Single Person's 25% discount)
  - Housing Benefit
  - Income Support
  - Disability Living Allowance / Personal Independence Payment
  - Guardians Allowance
  - Child Tax Credit
  - Industrial Injuries Benefit
  - Carers Allowance
  - Incapacity Benefit

Where there is a joint claim then both individuals are eligible for fee waiver.

Where an individual is a dependant of a claimant (but not part of a joint claim or claiming themselves) they do not qualify but may qualify in other categories.

An unemployed individual named on their partner's claim for Working Tax Credit would be eligible (whilst their partner would not as they are employed).

\*A state benefit in relation to SFA funding is defined as any monetary grant that is paid to an individual, based on their individual circumstances or characteristics, by central or local government.

## 5.2 Learners in Receipt of Low Wages

Learners who are employed and cannot contribute to the cost of course fees may be entitled to their fees being waived. The learners must meet the following conditions:

- Starting a course at Level 2 or below
- Earns 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.

## 5.3 Progression to Level 2

Adults, aged 19-23 at the start of the learning aim, who do not currently hold a full level 2 qualification and who are enrolling on a course to support progression to a first full level 2, up to and including Level 1 courses.

## 5.4 Studying a First Full Level 2 Qualifications

Adults, aged 19-23 at the start of the learning aim, who do not currently hold a full level 2 qualification who are enrolling on a full level 2 qualification as part of their legal entitlement (the learner must be enrolling on a qualification listed in the ESFA's legal entitlement listing for 2018/2019).

## 5.5 Studying a First Full Level 3 Qualification

Adults, aged 19-23 at the start of the learning aim, who do not currently hold a full level 3 qualification who are enrolling on a full level 3 qualification as part of their legal entitlement (the learner must be enrolling on a qualification listed in the ESFA's legal entitlement listing for 2018/2019).

## 5.6 Studying English and Maths Qualifications

Adult Learners (unless delivered as part of a 19+ Apprenticeship) receive a full fee waiver for their English and maths courses if they are studying one of the following learning aims.

- GCSE English Language (not already attained at Grades A\*-C, or 4-9)
- GCSE Maths (not already attained at Grades A\*-C, or 4-9)
- Functional Skills English (Entry, Level 1 or Level 2)
- Functional Skills Maths (Entry, Level 1 or Level 2)
- RQF English and Maths qualifications or units (Entry, Level 1 or Level 2)
- Non-regulated English and Maths learning aims (Pre-Entry, Entry, Level 1 and Level 2 based upon National Literacy and Numeracy standards) if the learner has significant learning difficulties or disabilities as part of a personalised learning programme.

## 6. INTERNATIONAL (NON-STUDENT VISA) FE STUDENTS

The full time FE fee for an international student is £6,700 per year. The FE part time fee for an international student is £15 per hour. For HE international fees, see Higher Education Fees section.

## 7. HIGHER EDUCATION FEES

	UK/EU	Non-ordinary resident not requiring tier 4
Full Time HNC	£4,900	£12,000
Full Time HND	£4,900	£12,000
Full Time Foundation Degree	£6,000	n/a
Part-Time HNC	£4,500	£11,000
Part-Time HND	£4,500	£11,000
Higher Education Modules	£750 per 15 credits	£1500 per 15 credits
CertEd/PGCE Full-Time	£6,000	n/a
CertEd/PGCE Part-Time	£3,000	n/a
Retake Fee	£250 per 15 Credits	£500 per 15 Credits

## 8. PAYMENT

### 8.1 19+ Advanced Learner Loans –

Learners aged 19 or over on their first day of their course who are enrolling on an eligible level 3 to 6 course can apply for a loan from the Student Loans Company. Eligibility for the student loan is decided by the Student Loans Company.

The minimum loan a learner can apply for is £300. The fee for a two year course must be applied for before the start of the course. The payment will be confirmed with the Student Loans Company when attendance on the course is confirmed by the College.

The learner's household income or credit history is not taken into account when applying for a loan.

A learner will start making repayments when their income is over £25,000 a year.

Learners who progress from an Access to Higher Education Diploma course to complete a Higher Education Degree can have their outstanding 19+ Advanced Learning Loan for the Access course written off.

### 8.2 Financial Assistance

The College administers a Discretionary Student Support or Bursary Fund for qualifying learners. Eligible support could be available for course fees, materials, equipment and uniform and childcare costs. A student wants to enrol on a course, but has financial difficulties, they should contact the Student Services Department so that a decision on a request for support may be made as soon as possible.

### 8.3 Instalments - FlexEd

A procedure is in place for payment by instalments where an individual is paying their course fee, is enrolled on a course of a year or more in duration with a minimum fee amount of £1000. This option is not available to organisations who are paying the fee on behalf of a learner. The flexible payment process is administered by a company called "FlexEd". The payments made through this process are not subject to interest. Each payment is subject to an administration fee levied

by FlexEd, this amount is retained by FlexEd and is not passed onto the College. The learner must provide their telephone number and a contact email address, and be in a position to pay instalments through direct debit in order to use this service.

As FlexEd is not a credit organisation, payment must be made in advance of learning taking place. A deposit will be taken at enrolment at 20% of the total value of the course, with the remaining 80% payable to FlexEd. After enrolment, the College will provide the details of the learner to FlexEd. FlexEd will contact the learner to set up the payment plan. All payments must be completed at two third duration of the course. If the learner falls behind in their payment plan, efforts will be made to contact the learner through the College to re-instate the plan. If the payment plan continues to be unpaid, the amount may be passed to a debt collection agency to recover any outstanding amounts.

#### **8.4 Employer Paying**

Where the employer is to pay the fees they will be invoiced for 100% of all fees due as soon as practicable after enrolment has been completed (30 day payment terms). Learners must provide a letter or a purchase order from their employer confirming support is available at enrolment before they are allowed to enrol via this method. If the learner is studying a two year course the fee will be invoiced in advance for the full course fee for both years of study.

### **9. FEE REFUND**

#### **9.1 Course Cancellation**

A learner will receive a full refund if a course is cancelled by the College due to insufficient numbers or other reason.

#### **9.2 Learner Withdrawals**

If a learner wishes to cancel an enrolment and request a refund, they should write to the Director of Finance, Finance Department, The Willows, Barnfield College, New Bedford Road, Luton, Bedfordshire, LU2 7BF.

If a learner withdraws from a course before the start date of the course, or less than 14 days after the date of enrolment, whichever is later, the fee will be refunded. The date of cancellation will be the date when the College receives this written notice.

If a learner withdraws from a course after the course start date, and over 14 days after the date of enrolment, no refund will be made except in exceptional circumstances. A £10 administration charge per enrolment may apply, depending on the circumstances.

If a Loan learner leaves their course before completion, they will still have to repay any student loan already paid to the College and may be asked to repay grants and other benefits accessed for their studies in line with the Student Loans Company (SLC) fee policy.

Where a learner has passed the time limit above and leaves their course early, and is paying via FlexEd, they will still be liable for the full value of the course.

### **10. WORK PLACE DELIVERY**

All qualifications should be in connection with the learner's occupation or the employer's business.

The government only fund those learners aged 19-23 studying their first full level 2 or full level 3 qualification in connection with the learner's occupation or the employer's business.

All other types of workplace delivery are deemed to be full cost recovery courses.

## **11. FULL COST RECOVERY COURSES**

Individual learners enrolling on courses that do not generate any ESFA or OfS funding will need to be charged at a full cost recovery rate. Fees and concessions are agreed by the Director of Finance.

## **12. EXAM FEES AND RESITS (FE STUDENTS)**

Examination fees relate to registration, certification and exam costs charged by the Awarding Bodies which the College incurs on behalf of the student as part of their programme of study.

The College reserves the right to charge an examination fee in the following circumstances:

- Attendance is less than 85% (not due to illness)
- Completion of work/assignment is less than 85% (not due to illness)
- Learners fails to attend exam without good reason

Students will not be entered for their examination until all fees have been paid.

Payment of an examination fee (including those students for whom the exam fee is waived for reasons stated above) entitles a student to have one attempt and one re-sit only at that examination. This only applies to a funded student. Where a student is full cost, then each re-sit must be paid for in advance and will not be booked until payment has been confirmed.

All students, regardless of status or age, will be expected to pay for subsequent re-sit an examination, or unit of an examination where the Awarding body makes a charge for re-sits. This must be paid before the College re-enters the student for the examination.

All students re-sitting Functional Skills will not be charged for further attempts at these examinations.

All students resitting an Exam to marginally improve a grade will need to pay for the re-sit.

## **13. DEBT RECOVERY**

In any case where a learner, or organisation on behalf of the learner, falls behind payment plans or fails to pay outstanding amounts, every effort will be made by the College to contact the learner or organisation concerned to obtain payment. If the amounts due continue to be unpaid, the amount may be passed to a debt collection agency to recover any outstanding amounts.

## **Appendix 1**

### **Additional Charges**

Charges for material fees can be made for equipment, special clothing or other materials. Where clothing or equipment is necessary for the learner's health & safety, a charge will be made for clothing and equipment that the learner retains, but the learner will also have the option of borrowing the clothing or equipment free of charge. Financial assistance may be available. Please see 9.2.

Learners will be charged for other fees including library fines, replacements keys, replacement ID cards, printing and photocopying, trips, visits etc.

Learners will be charged for materials if they want to keep these materials outside of the learning environment (e.g. artwork, models and food).

Subscription charges, made by professional bodies to become a member of that organisation, will be passed on to the learners or employer. If achieving the course relies on membership, then the learner will be charged this fee as a requirement of enrolling

Any optional extras that are offered in addition to a learner's course will be charged for. E.g. Trips and Visits.



## Annex

# Fee Policy Annex: Refunds and Compensation

## Applies to Higher Education programmes only

### Introduction, Scope and Definitions

1. As a registered provider of higher education, Barnfield College has published a Student Protection Plan which sets out how continuity and quality of study will be preserved for current and potential students if there is disruption to, or withdrawal of, their course of study. It outlines the types of risks that might apply and explains the approach the College would take if these risks were to materialise.
2. In addition to the Student Protection Plan, the College has adopted this Refund and Compensation Annex to the Fee Policy setting out the circumstances in which the College will refund tuition fees and other relevant costs to students and provide compensation, where necessary, if the College is no longer able to preserve continuation of study for one or more students. This document may also cover situations where there has been disruption to a course of study. The Student Protection Plan identifies this as an unlikely risk; however the College recognises that if it were to occur affected students should receive a refund of fees and appropriate compensation in accordance with this policy.
3. Barnfield College considers refunds and compensation to be a remedy of last resort and is committed to using its best endeavours to ensure all students are able to continue and complete their studies at the College. It is however important to set out how the College will refund or compensate students in the unlikely event it is unable to preserve that continuity of study.
4. In this Annex, a reference to a 'refund' means the repayment, in whole or in part, of sums paid by a student to the College or an appropriate reduction in the amount of sums owed in future by the student to the College. This could include tuition fees, other course costs or accommodation costs (where relevant).
5. In this Annex, reference to 'compensation' means some other recognisable loss suffered by the student. This would normally fall into two categories:
  - (i) recompensing the student for unplanned or additional out of pocket expenses they have incurred which were paid to someone other than the College (such as travel costs); or
  - (ii) an amount to recompense for material disadvantage to the student arising from a failure by the College to preserve continuation of study. Compensation may take the form of a financial payment, a discount, or some other form of benefit.

**Compensation could also take the form of a remedy without a financial element such as an apology or a good will gesture.**

6. Students are advised that in addition to the rights set out in this Policy they also have additional statutory remedies under the Consumer Rights Act 2015.

### Refunds or Compensation in the Event of Non-Continuation of Study

7. In this Annex reference to the College no longer being able to preserve continuation of study means that the College has terminated or intends to terminate either:
  - (i) a College course of study on which an individual has accepted a place before that individual can enrol as a student; or
  - (ii) a College course of study on which a student is enrolled before that student has completed the course.

**It does not include changes to or termination of programmes where all registered students who would normally have been expected to complete at the date of termination have done so.**

8. The College recognises two sets of potential circumstances, planned mid-course termination and unexpected course termination.

### Planned Mid-Course Termination

9. A planned mid-course termination occurs when the College can no longer preserve continuity of study as originally planned, but is able to plan and align the termination with the end of an academic year.
10. If such circumstances arise, the College will, when preparing its plan for dealing with the termination, consult the students enrolled on the course and, as a minimum, will:
  - (i) ensure all enrolled students on the course receive the award (such as a certificate or diploma) that recognises the stage they have reached or will reach at the end of the academic year, where such an award applies;
  - (ii) offer those students advice and support to help them decide whether or not to transfer to a different course at the College or seek transfer to a suitable different higher education provider to complete the course which is to be terminated;
  - (iii) offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
  - (iv) put in place, in consultation with the Student Services Team (acting in the capacity of student advocate), a compensation plan relevant to the circumstances of the particular termination that includes provision for compensation in respect of additional costs reasonably incurred by students as a result of any relocation; and

- (v) ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the course not terminated, receives the remainder of that bursary or funding whether they transfer to a different course at College or to the same course at an alternative provider.
11. The College will also ensure that its plan for dealing with the termination includes appropriate provision for communicating with and compensating individuals who have accepted a place on the course, to include as a minimum, an offer of advice and support to help them decide whether or not to apply for a different course at College or seek a suitable alternative.

### Unexpected Course Termination

12. An unexpected course termination occurs when a risk to continuation of study occurs unexpectedly and the College has no alternative but to terminate delivery of the course during the course of an academic year.
13. If such circumstances arise, the College will treat communication and consultation with the students registered on the course as a priority. As a minimum, the College will:
- (i) ensure all enrolled students on the course receive the award (such as a certificate or diploma) that recognises the stage they have reached, where such an award applies;
  - (ii) offer those students advice and support to help them decide whether or not to transfer to a different course at the University or seek transfer to a suitable alternative provider to complete the course which is to be terminated;
  - (iii) offer to pay reasonable travel costs to cover at least one visit per student to such an alternative provider;
  - (iv) put in place, in consultation with the Student Services Team (acting in the capacity of student advocate), a refund and compensation plan relevant to the circumstances of the particular termination that includes provision for a refund of tuition fees and compensation in respect of additional costs reasonably incurred by enrolled students as a result of the termination, any change of course and any relocation; and
  - (v) ensure that any student who has been in receipt of a bursary or similar funding and who would have continued to receive that bursary or funding had the course not terminated receives the remainder of that bursary or funding whether they transfer to a different course at the University or to the same course at an alternative provider.
14. The College will also ensure that it communicates with and compensates individuals who

have accepted a place on the course, to include as a minimum an offer of advice and support to help them decide whether or not to apply for a different course at the College or seek a suitable alternative.

15. Both enrolled students and any individuals who may have accepted a place on the relevant course referred to at paragraphs 11 and 14 above should also take such reasonable steps to mitigate the situation.

### Compensation

16. The compensation plan referred to in paragraphs 10 and 13 will include appropriate provision for:
  - (i) tuition fee costs- to cover either tuition fee loans from the Student Loans Company, self-payment of tuition fees or payment of tuition fees from a sponsor;
  - (ii) maintenance costs (where these apply);
  - (iii) lost time;
  - (iv) reasonably incurred accommodation costs (where these apply); and
  - (iv) travel costs, as a result of relocation of provision.**

**Relevant guidance published by either the Office for Students or the Office of the Independent Adjudicator for Higher Education will be taken into account in preparing any such plans.**

### Payments

17. Refunds will only be made to the bank and account holder (or other financial institution) that originally paid the tuition fee and will not be paid in cash. This applies whether the student is in receipt of a tuition fee loan from the Student Loans Company, pays their own tuition fees or has their tuition fees paid by a sponsor.

### Process

18. Upon receipt of a claim under this Policy the College will consider the detail of the claim against the factors set out below. A response will be provided within 10 working days.
  - (i) Whether the College had failed to deliver any specific undertakings that had been given to the students for the way in which the course is delivered;
  - (ii) Whether there had been a failure by the College to deliver against material information agreed with the students at the point of acceptance of the offer;
  - (iii) Whether a period of prolonged disruption, such as industrial action, has jeopardised

the ability of the College to offer guided learning in a manner that ensures students have a fair and reasonable opportunity to develop appropriate levels of understanding required for the course;

- (iv) Whether there has there been a demonstrable loss to the student;
- (v) Whether the student has been able to achieve the learning outcomes for their course;
- (vi) Whether the College followed its own processes in delivering the course;
- (viii) Whether the student has been affected in relation to final degree award, accreditation award or ability to take up a job offer;
- (ix) Whether the student has met their own responsibility to minimise losses;
- (x) Whether the student took up any reasonable adjustments that were implemented for students to mitigate against the loss and if so consideration on whether a student was still disadvantaged despite alternative arrangements; and
- (xi) Whether if a complaint is made due to disruption to a student's learning experience which is beyond the student's control, for example disruption to the course due to industrial action, the university communicated with students adequately throughout the process.

## General

19. This Refund and Compensation Annex is linked to the College's Student Protection Plan and together with the terms and conditions and student regulations forms an important part of the College's Student Contract. It will be reviewed from time to time with those documents.

This document will not normally apply to individuals who have completed the studies for which they registered as a student with the College.