



Fee & Refund Policy

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Approval by	SLT
Date to be reviewed	July 2018
Responsibility/Main point of contact	Jacky Leek Assistant Principal – Finance & Resources
Associated Documents	DLSF Policy
Version no.	V1/08/2017

1 Policy Statement

- 1.1 The purpose of this policy is to set out the framework for fees, the process for payment of fees, the options that are available for payment of fees and the sanctions that we apply in the event of a default.
- 1.2 The College is committed to ensuring that its course fees are fair and represent value for money. The College also commits to providing potential learners with clear information about its fees, concessions and payment methods.
- 1.3 This policy covers tuition fees, examination fees and other fees payable by students for 2017/18.
- 1.4 Tuition and examination fees are reviewed and set annually by the Principal and the Senior Leadership Team (SLT) in accordance with any guidance issued by the Education and Skills Funding Agency (ESFA).
- 1.5 Fees are set for year 1 of the course. The College will not increase fees for subsequent years for learners on a course lasting more than one year.

2 Definition

- 2.1 This policy applies to anyone studying on our courses who is required to pay a fee whether the fee is paid by them or on their behalf by a third party such as an employer.
- 2.2 This policy does not apply to commercial customers who receive an invoice from us for our services.

3 General

- 3.1 Learners will be advised prior to finalising enrolment if a fee is payable and the value of that fee.
- 3.2 Learners will **not** be able to complete the enrolment process, receive an ID badge or attend classes until any fees due have been paid or evidence for fee remission supplied.

4 Fee Remission

- 4.1 The following categories of learners will have their tuition and examination fees fully remitted:
 - Learners aged 16-18, or 19-23 with an EHC Plan and studying an eligible course.
 - Learners over 19 who are fully funded by the ESFA.
 - Learners attending a community learning course that live within the borough of Walsall and have a household income of less than £24,000

4.2 The college will not charge tuition or examination fees to learners who are eligible for ESFA co-funding and:

- Are Asylum Seekers and studying ESOL,

OR

- Have a household income below £13,000, and are taking the course to improve their employment prospects.

4.3 The college reserves the right to charge remitted learners for examination non-attendance or resits.

5 Payment Terms

5.1 All fees must be paid in full when enrolling by one of the following methods:

- Cash
- Cheque
- Debit/Credit Card
- Bank Transfer
- By telephone using a debit or credit card
- Evidence from an employer that they have agreed to pay
- Evidence of application for an Advanced Learner Loan
- Evidence of address and household income

5.2 The only exception to 5.1 is where payment by instalments has been agreed and an instalment agreement completed.

5.3 Where an employer has agreed to pay the fee the learner must provide either an official purchase order or a written statement from the employer on company letter head stating that they have agreed to pay the fees.

5.4 If the employer fails to honour the agreement then the learner will become responsible for payment of the outstanding fees.

5.5 If the College hasn't received confirmation from the SFC that an Advanced Learner Loan has been awarded within **6 weeks** of the course starting then the learner will become responsible for payment of the outstanding fees.

6 Instalments

6.1 The College understands that learners often find it difficult to pay all their tuition fees in advance. For this reason, the College offers staged payments for fees, subject to completion of an instalment agreement.

6.2 Instalments are available for courses over 1 term in duration and with fees over £100.

- 6.3 A minimum payment must be made on enrolment followed by payments at the start of each subsequent term. These are set according to the length of course as follows:

Course Duration	On enrolment	2nd Term	3rd Term
Less than 14 weeks	100%		
14 to 28 weeks	75%	25%	
Over 28 weeks	50%	25%	25%

- 6.4 Any request for an alternative instalment payment profile will be assessed based on individual circumstances and agreed at the discretion of the Assistant Principal – Finance & Resources.
- 6.5 Payments must be made on or before the due dates stated on the instalment agreement by one of the methods listed at 5.1.
- 6.6 Failure to make a payment will result in the full amount becoming payable immediately.

7 Refunds, Withdrawals and Cancellations

- 7.1 Where a course has been cancelled by the College, refunds will be made to learners in full.
- 7.2 Where a learner withdraws from a course no refund will be given. However if it is a course of more than 12 weeks duration and the learner withdrew within 3 weeks of the start date a proportional refund will be given.
- 7.3 In cases where a learner has withdrawn as a result of exceptional personal circumstances, or where a learner can demonstrate that the College failed to deliver what could have reasonably been expected, then an application for a refund should be made in writing to the Vice Principal – Curriculum.
- 7.4 Where a refund is granted it will be calculated as a proportion of the fee payable in line with the duration of the course not attended.
- 7.5 With the exception of where the College has cancelled the course all refunds will be subject to an administration fee of £20.
- 7.6 Where a learner transfers to another course the proportional amount of the fee paid will be transferred and offset against the fee for the new course. If the new course has a fee that is less than the transferred amount there will be no refund.
- 7.7 Where a learner is required to leave the College, the learner will remain liable for fees due up to the point of exclusion.
- 7.7 Short courses (less than 12 weeks) and full cost recovery courses are only eligible for a refund in the event that the course is cancelled by the College.
- 7.8 Examination and registration fees will only be refunded if the entry/registration hasn't been processed at the time of the refund application.
- 7.9 All refunds will be made within 30 days of notification.

8 Failure to Pay

- 8.1 A learner who fails to pay within 30 days of notification that a fee is due, or who is in default of their instalment agreement by 30 days, will initially result in suspension and non-access to the College's IT systems followed by withdrawal from the course.
- 8.2 The College will take reasonable steps to advise and support learners in financial difficulty and will endeavour to agree a payment plan with the learner. Any subsequent default on the agreed plan will in most cases result in withdrawal from the course.
- 8.3 Any learner with outstanding fees will not be permitted to enrol on any further courses in the current year or subsequent years.
- 8.4 The College is responsible for ensuring public funds are used appropriately and therefore reserves the right to take any reasonable steps to recover any outstanding debt in connection with unpaid fees, including undertaking legal proceedings to recover such debts. The College reserves the right to seek reimbursement of reasonable costs associated with the recovery of outstanding debts.

9 Complaints/Disputes and Appeals

- 9.1 If a learner is not satisfied with the outcome of a refund application and feels that the policy has not been applied, an appeal can be made. The appeal should be in writing to the Assistant Principal Quality Assurance and Support within 5 working days of the learner being advised of the outcome.
- 9.2 The appeal will go back to the panel making the decisions on funding allocation for review. The decision by the panel on scrutiny of the appeal is final and no further appeals can be made.
- 9.3 If the appeals procedure does not rectify the problem, learners should refer to suite of College policies for further action.
- 9.4 If a learner is unhappy with the service they have received in relation to fee collection they have recourse through the College's complaints procedure.

10 Definitions

Household income

- 10.1 A household is a learners family unit that live at the same address. The family unit could be made up of:
- The learner
 - The learner and their spouse/partner
 - The learner and their parents or careers with parental responsibility
- 10.2 Income is defined as wages, state benefits including working tax and child credits, pensions, investment interest and any other income that is received by the learner or a member of their household as defined in 10.1.
- 10.3 Wages earned by a learners children are not considered to be household income

11 Monitoring and Review

- 11.1 This Policy has been approved by the Principal and Senior Leadership Team and will be reviewed on an annual basis.