

**TUITION FEE POLICY – 2021/2022**

**1. Introduction**

- 1.1. The intention of the policy is to set the framework of charges that are applied to both publicly funded and non-funded courses.
- 1.2. This policy will be reviewed once a year except where significant changes in Government policy necessitate a more immediate review.
- 1.3. No change to the fee structure should disadvantage learners part way through a programme of study (e.g. where a learner is under 19 at the start of a Publicly Funded programme of study, they will benefit from free tuition and examination fees throughout their programme of study even though they may be 19 years old at the start of their subsequent year of study).
- 1.4. The College aims to comply with the directives on fees from the Public Funding bodies and other relevant funding bodies, but will also take into consideration other factors, including but not limited to, likely impact on learners and recruitment levels.
- 1.5. The fees set by the College will aim to cover the full costs for delivery of education and training.
- 1.6. The actual fee charged for each course will be determined by the College's Senior Leadership Group (SLG) and The Governing Body. Fees will be published annually. The fees will be determined considering the current funding guidelines, College targets and prevailing market conditions.
- 1.7. The College reserves the right to withhold admittance to graduation ceremonies in relation to overdue course related debt. Payment will be requested for any unpaid debt.

**2. The purpose and scope of the procedure**

- 2.1. The College is committed to maintaining a fair and transparent policy for the setting of fees for the delivery of publicly funded and non-funded courses. In establishing such a policy, the College takes account of Government Policy, the needs of its local communities as well as local and national economic conditions.

**3. Definitions (if appropriate)**

Types of students:

Higher Education (HE)

Further Education (FE)

Adult Learner (FE 19 years old and above)

Apprentice

Full Cost

#### **4. Responsibilities (Staff)**

4.1. All College staff involved in advice, guidance, enquiries, applications and enrolment will be able to explain the following:

- a) The total fees and charges for undertaking each programme of study
- b) The different elements which constitute such fees
- c) When and how fees are payable
- d) How courses that are additional to main programmes of study are treated for fee purposes
- e) The regulations imposed by external bodies, regarding the remission of fees
- f) The College's refund procedures
- g) The appropriate support mechanisms to address issues of financial hardship (the Discretionary Learner Support Fund and HE Bursaries)

#### **4.2. Notes to Students**

4.3. The policy applies to all students but fees are charged according to the type of programme a student is following and the level, so students should ensure they read the relevant section. Explanations are grouped according to the type of programme and level e.g. Further (FE) or Higher Education (HE).

#### **5. Further Education Fees**

##### **Standard Fee Structure**

- 5.1. Course fees comprise several elements: tuition fees, sundry teaching costs, and examination and/or registration fees.
- 5.2. Tuition fees comprise of the standard individualised cost of course delivery.
- 5.3. Examination and registration fees reflect the cost to the College of registering learners with Awarding Bodies.
- 5.4. Further guidance on what charges can be levied for 16-18 year olds can be found in the ESFA Funding Guidance.
- 5.5. All fees must be paid in full when enrolling, except when paying by an employer/sponsor invoice and those funded through Student Finance England (SFE) for Advanced Learner Loans or HE fees.
- 5.6. Where students continue beyond their expected end date and further teaching has taken place, the College may charge an additional appropriate fee. The learner will be given a

non-standard fees form, completed by the tutor and will pay the additional fee at enrolment (this will not apply to those students meeting fee remission criteria).

- 5.7. Exam resits may be subject to charge regardless of age except for Functional Skills. Employers are expected to pay for resit fees on behalf of their Apprentice.

## 6. Fee Remission Further Education (FE)

**NOTE: (Fee Remission is subject to any amendments indicated within the 2021/22 ESFA Funding Guidance documentation)**

- 6.1. These rules apply to eligible students undertaking qualification aims funded by the Education and Skills Funding Agency through the ESFA's mainstream FE allocation.
- 6.2. Full Fee Remission involves the waiving of all fees associated with a qualification aim. This does not include any other type of fee, such as Residential.
- 6.3. Full Fee Remission is available to learners eligible for ESFA funding, enrolling on an ESFA funded qualification and belonging to any of the following categories:
- a) Students studying GCSE English or Maths where they do not currently have these qualifications at grade 9-4 (A\* to C).
  - b) Students studying Functional Skills English or Maths from entry to Level 2 who have not previously achieved a GCSE grade 9-4 (A\* to C) in English and Maths.
  - c) Eligible students aged 19-23 at the start of their course studying Entry Level or Level 1 provision to support progression to a first full Level 2 qualification through either classroom or workplace learning. This excludes English and maths courses.
  - d) Eligible students aged 19-23 at the start of their course studying their first full Level 2 qualification; qualifications must meet the legal entitlement criteria.
  - e) Eligible students aged 19-23 at the start of their course studying their first full Level 3 qualification; qualifications must meet the legal entitlement criteria.
  - f) Students aged 19 to 23 at the start of their course studying a learning aim up to and including Level 2 who already have a Full Level 2 qualification and who are:
    - In receipt of Job Seekers Allowance (JSA), including those receiving National Insurance Credits only
    - In receipt of Employment and Support Allowance (ESA) Offenders in custody who are released on temporary licence (RoTL) and undertaking learning outside a prison environment and not funded by the Ministry of Justice.
    - In receipt of Universal Credit, and their take-home pay as recorded on their Universal Credit statement (disregarding Universal Credit payments and other benefits) is less than £345/month (student is sole adult in their benefit claim) or £552/month (student has a joint benefit claim with their partner).

- In receipt of a low wage, eligible for co-funding and can provide evidence that they earn less than £17,374.50 annual gross salary dated within the previous three months.
- 6.4. Fee remission is also available to eligible students aged 24 or older at the start of their course studying a learning aim up to and including Level 2 and who are:
- a) In receipt of JSA, including those receiving National Insurance Credits only
  - b) In receipt of ESA
  - c) Offenders in custody who are RoTL and undertaking learning outside a prison environment and not funded by the Ministry of Justice.
  - d) In receipt of Universal Credit , and their take-home pay as recorded on their Universal Credit statement (disregarding Universal Credit payments and other benefits) is less than £345/month (student is sole adult in their benefit claim) or £552/month (student has a joint benefit claim with their partner).
  - e) In receipt of a low wage, eligible for co-funding and can provide evidence that they earn less than £17,374.50 annual gross salary dated within the previous three months.
- 6.5. Unemployed students aged 19 or over at the start of their course studying a learning aim up to and including Level 2 who are in receipt of:
- a) Income Support
  - b) Housing Benefit
  - c) Council Tax Support
  - d) Working Tax Credit (where the learner is named on a Tax Credit Award Notice)
  - e) Incapacity Benefit
  - f) Disability Living Allowance
  - g) Severe Disability Allowance
  - h) Personal Independence Payment
  - i) Employment Support Allowance-Support Group and who want to enter employment and who are undertaking learning directly relevant to their employment prospects and the local labour market.
- 6.6. Students aged 19-24 who hold a current Education, Health and Care Plan (EHCP). Fee remission stops on the student's 25th birthday unless the student has not completed their learning programme as set out in their EHC plan by the end of the funding year and the learner is placed with a training organisation and they have an EHC plan which confirmed that the students' needs can only be met by that training organisation and the student continues to make progress on the programme.

- 6.7. For 2021/22 only, any student fee remitted in 2020/21 academic year and continuing the same qualification into 2021/22 will be entitled to the same fee remission that they had in 2020/21.

## **7. Payment of fees FE**

- 7.1. The total amount payable shall be:
- a) The basic costs for the course.
  - b) Any essential materials and equipment costs relating to the course.
  - c) Any examination and registration fees relating to the course which are required to be paid at enrolment.
  - d) Less the full amount of any third-party contribution which shall be used to offset firstly those elements of the overall fee which are payable on enrolment, and secondly those elements of the fee which relate to items or services delivered continuously throughout the entire duration of the course.
- 7.2. Payment will be requested for any overdue debts. Where a student has financial problems it is in the student's interest to discuss this with the finance team as soon as possible.

## **8. Extensions to the Policy**

- 8.1. At the discretion of the Principal or the Finance Director, following a request in writing, remission may be extended in individual instances to include the waiving of some or all of any of the fees associated with a particular qualification aim. The exercising of such discretion in relation to any one case should not normally be regarded as establishing a precedent in relation to any other case.

## **9. Loan Fees and Charges FE**

- 9.1. ESFA funding is no longer available for learners aged 19+ studying at level 3 or above (excluding Apprenticeships and OfS funded courses). For Further Education Certificates and Diplomas, Access to Higher Education and programmes at level 3, 4, 5 and 6 payments may be made via an 'Advanced Learner Loan'.
- 9.2. For all non-apprenticeship learning (including classroom delivery) the fee charged will be the weighted ESFA rate using the funding matrix.  
Exam and miscellaneous fees will not be charged to students taking out an Advanced Learner Loan.
- 9.3. Resits may be chargeable.
- 9.4. Further information can be found at <https://www.gov.uk/advanced-learner-loan>

- 9.5. Students undertaking awards and unitised provision are not entitled to apply for a loan and will be required to pay full cost fees for these courses.
- 9.6. Students who fail to pay fees, or whose Advanced Learner Loan application is not fully approved and activated by the Student Loans Company no matter their mode or length of attendance and proposed method of payment will be charged the amount that the College should have received from Student Finance England/Student Loans Company. Failure to pay fees will result in suspension and non-access to the College's systems and facilities.

## **10. Higher Education Fees**

10.1. The total amount payable shall be:

- a) The basic costs for the course.
- b) Any essential materials and equipment costs relating to the course.
- c) Any examination and registration fees relating to the course which are required to be paid at enrolment.
- d) Less the full amount of any third-party contribution which shall be used to offset firstly those elements of the overall fee which are payable on enrolment, and secondly those elements of the fee which relate to items or services delivered continuously throughout the entire duration of the course.

10.2. **Payments:**

- HE Full Time students, responsible for their own fees, are billed in this proportion 40/40/20 on a termly basis. Payment will be taken at enrolment for term 1, on the 15th January for term 2 and Term 3 on 15th April.
- HE Part Time are billed in 4 equal instalments, due at enrolment and then on the last working day of November, January and March.
- MSC learners, whether self-funded or who have applied for funding, pay in 3 equal instalments. This will normally be in October, January and April.

10.3. Learners wishing to pay their course fees on an instalment basis will be expected to complete a Direct Debit Mandate document confirming this at enrolment.

- a) A learner's continued attendance on a course is dependent on his/her payment of each instalment by the due date.
- b) Failure by a learner to fulfil any of the terms and conditions of an instalment agreement shall result in the learner becoming immediately liable for the full outstanding balance and will result in suspension and non-access to the College's systems.
- c) The original copy of each instalment agreement shall be lodged in the Finance Office.

- d) All instalments must be paid in full before the course ends
- e) Where a learner has defaulted on previous instalment payments, they will not be offered this facility again, without prior approval of the Finance Director.

## 11. Non-Payment of Fees

11.1. All learners are expected to pay fees at enrolment. This may be by:

1. Cash/Debit Card/Credit Card payment
2. Evidence of student loan payment
3. Evidence from employer that they agree to pay
4. Enhanced Learning Credits for Armed Forces (ELCAs) (terms and conditions apply)
5. Fee remission via proof of benefits

11.2. Where fees are being paid by a loan, payments will need to be confirmed six weeks from the learner enrolment date. After six weeks learner details / costs will be given to the Finance Director to enable invoices to be sent to the learner for fees. Failure to pay within 30 days of invoice will result in the learner being suspended from class.

11.3. Learners who fail to pay fees, no matter their mode or length of attendance and proposed method of payment, will be charged the amount that the College should have received from Student Finance England/Student Loans Company. Failure to pay fees will initially result in suspension and non-access to the College's IT system followed by withdrawal from the course.

## 12. Higher Education (HE) Fees

12.1. A tuition fee for 2021/22 and 2022/23 will be as follows:

Type	Full-time	Part-time
Undergraduate Programme (HNC/ FD/Degree) continuing student 2021/22	£9,250 pa	£Pro Rata pa
Postgraduate student (MSc) 2021/22	£9,250 pa but internal progressing students are eligible for a £1500 bursary discount	£Pro Rata pa
Undergraduate Programme (HNC/ FD/Degree) continuing student 2022/23	£9,250 pa	£Pro Rata pa
Postgraduate student (MSc) 2022/23	£9,250 pa but internal progressing students are eligible for a £1500 bursary discount	£Pro Rata pa

### **13. Intention to Register HE Students**

13.1. By completing the registration form students are agreeing to the college's terms and conditions. The college recognises that registration can take place significantly in advance of the start of the course it is essential that students notify the college of a change of intention where they;

- Withdraw before the start of term 1
- Choose not to take up their place or defer to the following year
- Transfer to another institution without such notification, the University will assume a student has taken up their place, this may mean a student becomes a debtor.

### **14. 'Cooling off Period' Cancellation of Registration (HE Students)**

14.1. New students have the right to cancel their registration with the college within 14 calendar days of the completion of the contract, defined for these purposes as registration. For 14 calendar days from the day after a student completes registration or for 14 calendar days from the day after the start of term, whichever is later, a student can withdraw from the college without incurring financial penalty. It is the student's responsibility to ensure that this notification reaches the college in a timely fashion; usually this will be before the end of the cooling off period or within 1 working day of the end of the cooling off period. At the very latest a student must ensure that any notification to cancel is sent to the college no later than the end of the 14th day of the cooling off period.

### **15. Liability (HE Students)**

15.1. The college understands that from time to time students may need or want to withdraw from or suspend their study. In many cases, fees will be due and students will be charged a percentage of the fees for the year.

### **16. Break in Study (HE Students)**

16.1. The College allows students to take a break during the course of their studies, for the purposes of financial assessment; the break in study is normally a maximum of two academic years (dependent upon the regulations of the awarding university). Students taking a longer break in study may have their fee status reassessed. Cancellation by the college of a course or module will generate an automatic full repayment of tuition fees if there are no suitable alternative modules or course on to which a student can transfer. If suitable alternatives are available, agreement will be sought from the student before any transfer is made.



## 17. Material Changes (HE Students)

17.1. Where the college or validating university makes a change to the material information regarding a course. Students may be entitled to a refund for further details please see the student refund and compensation policy and the Student Protection Plan

## 18. Waiver of Fees HE Students

18.1. In certain circumstances the college will consider applications to waive fees, however, the college will always seek to recover monies owed to it for tuition fees. In the event a student is unable to meet the payment date of an invoice, the college will attempt to contact the student by e-mail, telephone and letter. If the college does not receive a reply and/or debts remain, sanctions will be applied.

## 19. Refunds and Reduced Liability (HE Students)

19.1. Cancellation by the college of a course or module will generate an automatic full reduction of tuition fees if there are no suitable alternative modules or course to which the student can transfer. If suitable alternatives are available, agreement will be sought from the student before any transfer is made. Where a student wishes to withdraw from their course part way through the academic year for whatever reason, subject to a student observing the procedure for withdrawal, the college will adjust the liability for tuition fees, or refund tuition fees already paid based on the following calculation:

Table 1

<b>Student withdraws during: Fee liability</b>	
Term 1 (from the first day of term 1 but before the start of term 2)	25% of full fees
Term 2 (from the first day of term 2 but before the start of term 3)	50% of full fees
Term 3 (from the first day of term 3)	Full fees

19.2. Any request for a refund or reduced liability of tuition fees will be calculated from the official Withdrawal date. Learners who withdraw from their studies, no matter their mode or length of attendance and method of payment, will be charged the amount that the College should have received from Student Finance England/Student Loans Company at the date they terminate their studies.

## 20. Refunds

20.1. Refunds will normally only be issued to learners (or their sponsors) in the following circumstances:

- a) After a course is cancelled by the College.
- b) Where a learner is overcharged for his/her course.

- c) Where a learner transfers between College courses on academic grounds and there exists a price differential between the two courses necessitating a refund.
- d) HE Refund and Compensation Policy 1.05
- e) HE Student Suspension of Studies policy OP1.307

## 20.2. Scale of Refund:

- a) When a learner's course is cancelled by the College the learner shall be entitled to a full refund of all fees paid.
- b) A learner who is overcharged shall be entitled to receive a refund equivalent to the full amount of the overpayment.
- c) A learner's eligibility for fee remission is assessed at the start of each course. If circumstances change after they have commenced their course this does not affect their entitlement or otherwise to fee remission and no refunds will be given in these circumstances.
- d) Examination and/or registration fees will only be refunded when the College has not incurred any expenses in relation to examination entries or registrations on behalf of the learner.

## 21. Apprenticeships

- 21.1. Employers are contractually required to pay the agreed amount for each Apprentice as set out in the signed contract between the employer and the College and a payment schedule will be agreed at the time of the contract being signed.
- 21.2. For employers with a levy account this will be on a monthly basis from their Digital Apprenticeship Service (DAS) account unless the funds are insufficient, at this point the employer is liable for the amount due for that month and until funds are available in the DAS.
- 21.3. Employers who do not hold a DAS account are liable for the payment of the agreed amount in the time frame set out in the payment schedule.

## 22. Fees for Courses Not Attracting Public Subsidy

- 22.1. This section covers what is often termed full cost work and contracts to provide training directly to individuals, employers or external managing agencies such.
- 22.2. Where the College enters into an arrangement to provide education and training services that will not attract public subsidy (non ESFA, OfS, ESF, or other public funding) the College will normally seek to charge a fee(s) that cover the direct costs of delivery and preparation (to include as a minimum the following costs: labour, materials, exam,

Internal Quality Assurer (IQA), External Quality Assurer (EQA), travel and room/venue costs).

22.3. In all cases and in line with Financial Regulations approval must be sought and given prior to entering into such arrangements and all fees are payable in advance unless approval is given.

## **23. International Tuition Fees**

### **23.1. Individual Pricing**

23.2. The College will calculate fees for individual learners at a rate to reflect the associated costs and length of stay on an individual basis, ensuring sufficient flexibility to attract individuals, whilst also delivering a profitable activity for the College.

### **23.3. Group Pricing**

23.4. The College will calculate fees for groups of overseas learners at a rate to reflect the associated costs, group size, length of stay and activity requirements on a group by group basis, ensuring sufficient flexibility to attract overseas groups whilst also delivering a profitable activity for the College.

## **24. Overseas learners**

24.1. For funding purposes, an “overseas” learner is defined as one who does not meet the criteria defining a “home” learner as set out in the Adult education budget: draft funding and performance- management rules 2021/22

24.2. Overseas learners are not eligible for ESFA funding, and the provider may charge full-cost fees.

24.3. Higher education students are charged at £12,782 for 2021/22

## **25. Other fees not related to tuition**

25.1. Residential fees are charged please see the FE or HE accommodation guide for more details and costs

25.2. A Campus Fee is payable by all full-time further education students. As at other colleges, the fee contributes to enrichment activities for students throughout the academic year, including the cost of trips and visits. The annual £70 fee is compulsory and non-refundable.

## **26. Deposits**

26.1. The college may require students to pay either a deposit in advance of registration; details will be included in course and pre-registration information. The fee for residential accommodation is £250.00 for 2021/22 see Accommodation Agreements CQD160.

## **27. Complaints**

27.1. Students who consider this policy to have been incorrectly applied in their individual case or who have a concern about the accuracy of the fee they are being charged or the decision about the termination of their studies and cancellation of their registration with college on financial grounds may bring a complaint under the college complaints procedure. The fees set for new cohorts will reflect the fee appropriate for the course and year of intake and will increase in line with the fee cap each year. Fee caps are linked to the Access and Participation Plan and subject to external scrutiny.

27.2. Learners who interrupt their studies, no matter their mode or length of attendance and method of payment, will be charged the amount that the College should have received from Student Finance England/Student Loans Company at the date they interrupt their studies.

## **28. Related Documents**

HE Student Protection Plan 2021/22	
HE Refund and Compensation Policy	2.17
HE Suspension of Studies Procedure	OP 1.307
HE Suspension of Studies Policy	1.05
HE Student Suspension of Studies	CQD64
Complaints Policy	OP 2.03
Student Withdrawal	CQD199
Student Residential Agreement	CQD167
FE Break in studies	CQD184

**Updated:** September 2021

**By:** Director of MIS

**Policy Approval**

Approval by: <b>Corporation</b>	Date: 26 October 2021
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## ANNEX 1 – 2021/22 Funding Guide - Adults

Contributions for 19+ learners: Age is based on start date , NOT age at 31st August. If under 19 at 31st August then 16-18 funding rules apply.

Provision	Unemployed and on benefits		Other- Not eligible for unemployment related remission	
	19-23	24+	19-23	24+
English and maths, up to and including level 2 (Must be part of legal entitlement)	Fully funded Has not previously achieved GCSE grade 9-4 (A*-C) (Paras 148 to 154) Not funded if already have GCSE grade 9-4 (A* to C) (para 149)			
Essential Digital Skills Qualifications up to and including level 1 (Must be part of legal entitlement)	Fully funded (paras 155 to 158)			
Qualifications to progress to a full level 2 - up to and including level 1	Fully funded (Para 116)	Fully funded (paras 120 to 121)	Fully funded (Para 116)	Co-funded <sup>1</sup>
<b>First</b> full Level 2 (excluding English & maths and Digital) (Must be part of legal entitlement for 19-23 y/o)	Fully funded (First and full) (paras 131 to 132)	Fully funded (paras 120 to 121)	Fully funded (First and full) (paras 131 to 132)	Co-funded <sup>1</sup>
Learning aims up to and including level 2, <b>where the learner has already achieved a first full level 2, or above</b> (Must be from local flexibility provision)	Fully funded (paras 120 to 121)	Fully funded (paras 118 and 120 to 121)	Co-funded <sup>1</sup>	Co-funded <sup>1</sup>
Level 2 learning aims, where the learner has <b>not</b> already achieved a first full level 2, or above	Not funded	Fully funded (paras 119 and 120 to 121)	Not funded	Co-funded <sup>1</sup>
<b>First</b> full Level 3 (Must be part of legal entitlement)	Fully funded (paras 133 to 136)	N/A	Fully funded (paras 133 to 136)	N/A
Level 3 adult offer (Learners without a full level 3 or above can access a qualification on the level 3 adult offer qualification list)	Fully funded (paras 128 to 130)			
Other level 3 (Student has already achieved full level 3)	FE Loan funded (paras 133 to 136)			
FE Level 4 or above	FE Loan funded (paras 133 to 136)			
Traineeship (16 to <b>24-year</b> olds)	Fully funded	N/A	N/A	N/A
HE - OfS Funded	Not ESFA Funded - HE Loan only			
Full Cost courses	Not funded			
English for speakers of other languages (ESOL) learning up to and including level 2	Not currently offered at Bishop Burton / Riseholme College			
Fully funded = No fees due (may be required to pay some additional other costs - See fees policy and individual course details for more information) Co-funded = Standard fees (See fees policy) Not funded = Full fee due FE Loan funded = Advanced Learning Loan (if eligible), otherwise Not funded. Student can choose to pay full fee rate				

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<sup>1</sup> Low wage flexibility may apply where student is eligible for co-funding and annual gross salary is less than **£17,374.50** (paras 122 to 124).

- Evidence of earnings may include a wage slip or a universal credit statement within 3 months of the student's learning start date, or a current employment contract which states gross monthly/annual wages.

**Additional Notes:**

- 19 - 24 year old students with EHCP should be fully funded under 16-18 category
- If either of the following circumstances applies to the student, please seek further advice:
  - In custody, but released on temporary licence (RoTL) following learning outside a prison environment
  - has left the British Armed Forces after completing four or more years of service, or has been medically discharged due to an injury in active service, after completing basic training.

**Unemployed students**

Unemployed students are eligible for fee remission on eligible courses where they are in receipt of Jobseeker's allowance (JSA), Employment and Support Allowance (ESA) or Universal Credit. If claiming Universal Credit, their take-home pay should be less than £345 a month for an individual claim or £552 a month for a joint claim)

Other unemployed students may receive fee remission at the College's discretion where they receive other state benefits and complete the declaration form to state they want to be employed and the College is satisfied that the course will help them to find employment and that it fits with the needs of the local labour market. Their take-home pay should be less than £345 a month for an individual claim or £552 a month for a joint claim)

**Further information**

This guide provides an overview of the main funding rules for the ESFA Adult Education Budget and is not exhaustive. Further information and guidance can be obtained from the MIS team and also by following the link to the full ESFA funding guidance:

<https://www.gov.uk/government/publications/advice-funding-regulations-for-post-16-provision>

Paragraphs noted in the table above relate to version 1 (May 2021) of the '*ESFA funded adult education budget (AEB): funding rules 2021 to 2022*' located at the link above