

# SHCG FEES POLICY

<b>Audience:</b>	STUDENT
<b>Requirement:</b>	Essential
<b>Policy Owner:</b>	Chief Operating Officer
<b>Review Delegation:</b>	Corporation
<b>Review Cycle:</b>	Every 2 years
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# **SOUTH HAMPSHIRE COLLEGE GROUP**

## **FEES POLICY**

### **1.0 Statement of Principles**

The purpose of this policy is to provide a framework within which the South Hampshire College Group (SHCG) fee setting and refund processes are devised and operated. The policy also sets a framework for ensuring that comprehensive information and guidance regarding fees is available and accessible to prospective learners, staff and governors.

### **2.0 Scope**

This policy is intended to provide information to all prospective learners of the South Hampshire College Group, its staff and governors.

### **3.0 The College's Fee Setting Processes**

In setting fee rates for courses, the South Hampshire College Group considers a broad range of factors, not limited to but including, Education and Skills Funding Agency (ESFA) guidance, financial viability, demand, the curriculum plan and competitor pricing.

Taking these factors into account, the South Hampshire College Group reserves the right to use a mixed approach in deciding fees and will consider factors of acceptable cost recovery, market forces and government policy. The South Hampshire College Group reserves the right once fees are agreed to be flexible in discounting to be able to tactically respond to demand and market opportunities.

The South Hampshire College Group reserves the right to cancel any course or change the fee rate where the costs of delivery may result in monetary loss and/or cancel any course where there is a lack of interest to make it financially viable.

The South Hampshire College Group reserves the right to increase fees in year due to rising resource costs. There will be an annual review of fees, with the new fees usually published on the Colleges respective websites.

#### **3.1 Full Cost / Commercial**

The South Hampshire College Group runs some courses which are not subsidised by Government funding. When setting fees for full-cost provision, it will be with a view to ensuring courses are offered at a fee that is fair, competitive and sufficiently viable for the college to cover all overheads costs and margins.

There may be occasional exceptions where it is deemed desirable to operate courses as loss-leaders (business development, progression, political reasons).

Once prices are set, courses will only run if demand is sufficient to generate the level of contribution.

### **3.2. Additional Fees and Charges**

The South Hampshire College Group will be clear in its fee guidance to learners of all costs necessary to complete their chosen learning aims i.e., charges to cover materials/ uniforms & kits / trips / Disclosure and Barring Services (DBS) / library fines / printing & copying / replacement ID cards, examination fees where the learner fails to attend the exam without an appropriate reason. These charges will be applied in line with all ESFA funding rules.

### **3.3. Fees Waived**

The South Hampshire College Group will apply fee remission as outlined in the latest version of the ESFA Funding Rules. Any categories of fees waived by the South Hampshire College Group that are over and above funding body fee remission guidelines will be reviewed annually, and proposed changes will require the approval of ELT.

## **4.0 Guidance on Fees**

Details of all course fees will be published on the College Website. The part time course prospectus will advertise the range of courses, their fees, and the different types of financial support available. The South Hampshire College Group will ensure that all interested parties have access to clear information about fees.

### **4.1. 16-19 Provision**

The South Hampshire College Group will follow the ESFA funding guidelines available on the Gov.uk website. <https://www.gov.uk/guidance/16-to-19-education-funding-guidance>. Where the ESFA funds courses the College will not charge students for tuition, registration or examination fees except where

- the student is re-sitting an examination which they have previously taken and failed within the South Hampshire College Group
- they wish to re-sit all or part of a qualification in order to improve their grade (including GCSE English or Mathematics where a Grade 4 is already achieved).
- the learner fails, without good reason (it is for the South Hampshire College Group to determine what constitutes a good reason), to sit the examination, or to submit outstanding work for accreditation, for which the South Hampshire College Group has paid

- their attendance and progress are below a reasonable level in line with the fitness to study and or behaviour management policies. Staff must consider any specific medical reasons for a student's absence before levying a fee payment on the grounds of non- attendance

A student contribution towards the personal costs of studying specific programmes is charged as an initial one-off fee at the commencement of a course. Fees are listed on the College website and are paid in advance.

#### **4.2. Adult Learners – Further Education**

Funding is available for adult learners (those aged 19 and above) in the following three categories

- English and Maths, up to and including level 2, for individuals aged 19 and over, who have not previously attained a GCSE grade A\* - C or grade 4, or higher, and/or
- first full qualification at level 2 for individuals aged 19 to 23, on all qualifications covered by legal entitlement, and/or
- first full qualification at level 3 for individuals aged 19 to 23 on all qualifications covered by legal entitlement
- essential digital skills qualifications, up to and including level 1, for individuals aged 19 and over, who have digital skills assessed at below level 1

Details of fees and funding eligibility for each course is shown on the relevant course page on the College website. Where an adult learner withdraws from an ESFA funded course (as above) for reasons other than medical exemption (for which proof will be required) a charge of £100 a charge of £100 can be made to cover administration and resource costs.

It should be noted, a second level 3 programme /certain other courses or Higher Education (HE) Courses are ineligible for funding from the ESFA and are liable for the full costs of their programme.

In many cases, students will be eligible for a loan from the Student Loans Company to pay for their course. This will be repayable through the PAYE (pay as you earn) system once the student begins to earn over the published annual threshold. Where a loan is taken for an Access to HE course, and the student subsequently completes a Higher Education course the Further Education (FE) loan will be written off. The costs of these programmes will be in line with published loan amounts as detailed in eligibility and funding criteria links here; [Student Finance](#) options

- [19-23 year olds](#)
- [Aged 24+](#)
- For all learners, materials fees reflecting actual costs may also be charged
- For all learners, mandatory equipment charges may be charge
- For definitions used in the adult education budget (AEB) follow this [link](#) -

#### **4.3. Adult Learners – Higher Education**

Fees will be set in line with the full cost policy in section 3.0

#### **4.4. International Fees**

Fees will be set in line with the full cost policy in section 3.1

#### **4.5. School Age Learners**

Where 14-16 learners study at the College under a programme agreed with local schools / other partners, fees will be set in accordance with 3.1 of the Fees Policy

#### **4.6. Apprentices**

Please see the Apprenticeship funding rules for further detail on Apprenticeship fees.

The provider (South Hampshire College Group), or the employer, must not ask the apprentice to contribute financially to the eligible costs of training, on-programme or end-point assessment. This includes both where the individual has completed the apprenticeship successfully or has left the programme early (this includes where they have left the employer).

All new apprentice starts must be funded through the apprenticeship service. An employer who does not pay the levy can reserve funds using the apprenticeship service or receive a levy transfer to access apprenticeship funding.

Funding for an apprenticeship is determined by whether there are levy funds available in an employer's apprenticeship service account each month. In any particular month:

- If levy funds are available in an employer's account, the government will pay the provider (South Hampshire College Group) 80% of the negotiated price (TNP1 and TNP2) up to the funding band

maximum, in equal monthly instalments according to the planned duration of the apprenticeship, regardless of how training is scheduled over the duration of the apprenticeship.

- If the employer does not have levy funds in their apprenticeship account (non-levy payers and levy payers with insufficient funds), the government will pay the provider 80% of the government co-investment funding in equal monthly instalments (up to the funding band maximum) according to the planned duration of the apprenticeship, regardless of how training is scheduled over the duration of the apprenticeship. These monthly instalments will need to be matched with equivalent employer co-investment payments (set at the rate at the time the apprenticeship training started), with main providers evidencing this throughout the financial year.

In the circumstances below, the government will fund all of the apprenticeship training and assessment costs, up to the funding band maximum of the apprenticeship:

- Employers who do not pay the levy, if at the start of their apprenticeship training the apprentice is aged between 16 and 21 years old (or 15 years of age if the apprentice's 16th birthday is between the last Friday of June and 31 August).
- Employers who do not pay the levy and have fewer than 50 employees, if at the start of their apprenticeship training the apprentice is aged between 22 and 24 years old and has either an Education, Health and Care (EHC) plan provided by local authority and / or has been in the care of their local authority. We define the number of employees as the number of people with a contract of service. This must be calculated using the average number of employees with a contract of service in the 365 days before the apprentice is recruited. If the average number of employees is 49 and the recruitment of the apprentice takes this number to 50, the employer will still be eligible to receive this extra support.

In the above scenarios, the College must not request any employer contribution towards the costs of an apprenticeship, up to the funding band maximum.

- However, if the total negotiated price is above the funding band maximum, then the employer is still liable to pay in full the difference between these values.
- The college must not request any employer contribution towards the cost of English and Maths provision, learning support or additional payments.
- Where an employer delivers to their own staff as an employer-provider, co-investment does not apply.

Where an employer becomes a levy-payer during an apprenticeship, which started as a non-levy apprenticeship, levy funds available in the employer's account will be used to pay that month's instalment.

- Please refer to the Apprenticeships Technical Funding guide for more information about when a change of circumstance affects the co-investment rate.

The government will continue to make payments to the College provided they record and evidence that they have collected the employer's contribution. The College must not return, in total or in part, the employer's contribution once the co-investment has been collected – the only exception is where a change of circumstances has taken place (for example, where an employer becomes a 69 levy-payer during an apprenticeship which started as a non-levy apprenticeship, or the apprentice has changed employer or has withdrawn from the apprenticeship). In these instances, the employer co-investment must be reconciled and any overpayment addressed.

#### **4.7. Staff Development Course Fees**

College delivered courses are offered to staff as a condition of their employment or for non-work-related personal development. Where considered staff development these are offered without charge otherwise staff may be required to contribute towards the cost.

#### **4.8. Tailored Learning**

For all community learning a 10% Co-funded fee will be required from any learner that is earning over a £25,000 annual income (Resource fees, may be made when there is a high consumable resource cost for all learners)

For employer-facing innovative provision all courses will incur no charge for the self-employer and micro sized businesses (10 employees or less), for small to medium business (up to 250 employees) a 10% contribution and for large organisations a 30% contribution. The innovation fund allocation will support in the planning and development costs of new business courses for employers/business organisations

#### **5.0 Payment of Fees**

Where fees are payable, they must be paid for in full at enrolment (this includes co-investment fees due from employers in respect of apprentices). Students may be able to sign up for an Instalment Plan to enable them to spread the cost.

If paying by Advanced Learner Loan, HE loan or employer funded methods, sufficient evidence of funding must be provided at enrolment e.g., a letter from your employer or from the student loan company.

## 5.1. Payment methods

Students can pay for fees by any of the following methods:

- **Online Payment Service**
- **Cash**
- **Cheque (payable to South Hampshire College Group).**
- **Credit or debit card**
- **Instalments**

An instalment plan can be arranged to spread the cost of courses that exceed 12 weeks, where the fees exceed £500. Exceptions may apply to some short courses. A deposit of £250 must be paid before an instalment plan will be agreed. The instalment plan will be set up for a maximum of 8 payments with the last instalment being made two months before the end of the course. Should the agreement not be followed, the College reserves the right to refuse future instalment plans.

- **Employer Funded** Learners whose employer has agreed to pay their fees are required, at enrolment, to produce an Employer's Authorisation Form or letter from their employer to confirm their commitment to pay the fees. The College will issue an invoice to the employer which must be paid on receipt.
- **Advanced Learner Loan** (students aged 19+ on a course that is eligible) when the learner's loan amount does not cover the entirety of the course, learners will be made aware of this and payments will be required.
- **HE Student Loan (HE Courses only)**  
Students funding their course with a Student Loan need to have an approved application in place by the end of the first half term. If at any point, but no later than the first half term, the Student Loan has not been confirmed, the student will be required to either pay in full or set up an instalment plan. Any payments received would be refunded once the loan has been confirmed.

Where fees are payable, any student who has not paid or brought in sufficient evidence at enrolment will not be guaranteed a place on the course. All other associated fees must be paid in full at enrolment. All instalments must be paid even if the learner withdraws from the course before it ends.

Students retain ultimate responsibility for the payment of their fees, even where they have a student loan or sponsorship agreement in place. If another organisation has agreed to pay the student's fee but then does not do so, the student will become liable to pay the fee instead. This applies if the student tells the College that they have applied for an Advanced Learner Loan but does not complete the application, or if the loan application is subsequently refused.



## **5.2. Payment of overdue fees**

For the purposes of fee collection, fees are defined as tuition fees, exam fees, validation fees, professional body registration fees, trips and student contributions to materials. Any student who is unable to pay within the original agreed terms will be withdrawn from their course unless further payment terms have been agreed via ELT (Executive Leadership Team) or SLT (Senior Leadership Team).

Non-payment of fees by the settlement due date by either a student or their employer, may affect a student's continuation of a course, entry for an examination or access to resources. Any student with outstanding debt at the end of the year:

- Will not be permitted to progress to the next year of study or enroll on another course at the South Hampshire College Group;
- Will not receive references
- Will have their outstanding debt passed to a debt collection agency for recovery. The debt collection agency will also apply charges. As a result, their credit rating and ability to obtain finance in the future may be affected.

## **5.3. Financial Support**

For students on low incomes undertaking government subsidised courses, the South Hampshire College Group is often able to offer financial support for payment towards costs associated with your course. Students requiring information about financial support should in the first instance refer to the college website.

## **5.4. Fee Refunds (FE)**

- The South Hampshire College Group will refund all fees that have been paid, in full, where a course has been cancelled by the College.
- The College will provide a minimum of 15 working days' notice for cancellation of courses over 22 weeks in duration - except in Adult Community courses and a selection of short ticket to trade courses across the group.
- The College will provide a minimum of 5 working days' notice of cancellation for courses up to 22 weeks in duration - except in Adult Community courses and a selection of short ticket to trade courses across the group.
- The student is entitled to a full refund up to 14 days after the online application date and prior to the course start date, which is known as the cooling off period
- Where an apprentice withdraws before their planned end date, employers are entitled to a refund of the 5% co-investment fee (proportionate to the time in learning)

Where a student withdraws from a course an application for refund of fees will only be considered in the following circumstances:

- An application to withdraw is made in writing within the first 6 weeks of the course.
- Withdrawal is due to the exceptional personal circumstances of the learner that prevents continued participation in the course.
- Students attending a course which is under 12 weeks duration, who withdraw once the course has started will not be entitled to a refund.
- Students attending a course which is over 12 weeks duration, who withdraw once the course has started a proportion of the fees will be retained by the college for the period that the learner attended college.
- Any refunds processed will be subject to a £15 or 10% administration fee (up to a maximum £50)
- In the case of cancellations made by an employer or sponsor in advance of 48 hours of the start of the course, the College will offer credit towards other offerings of the course or an alternative to be redeemed within 12 months. Cancellation within 48 hours of the start of the course, or after the commencement of the course, will not be offered credit
- If a student is excluded from college for misconduct no refund will be granted.

#### **5.5. Fee Refunds (HE)**

- Students attending an HE course lasting an academic year or more, who withdraw will be charged as detailed below, in line with Student Finance England rules. These rules apply regardless of the method used to pay for the course. Application of a withdrawal fee commences from the first week of teaching.
- Students leaving within 14 days of their course start date will not receive a refund of any deposits, registration fees or regulatory prepayments paid prior to registration unless exceptional circumstances apply but the College will refund any other tuition fees that the student has paid
- Students withdrawing before the end of the first term will be liable for 25% of the annual tuition fee. This is dependent upon written notification of withdrawal being received by the College prior to the commencement of the second term
- Students withdrawing during the second term will be liable for 50% of the annual tuition fee. This is dependent upon written notification of withdrawal being received by the College prior to the commencement of the third term
- Students withdrawing during the third term will be liable for the full year's fee.

- Where a learner is withdrawing as a result of personal circumstances, or where the learner can demonstrate the College has failed to deliver what could reasonably be expected, then an application for a refund should be made in writing to the Chief Operating Officer. The College may require provision of evidence to justify any request for refund on compassionate or medical grounds. If a student is excluded from College for misconduct no refund will be granted.
- Refunds will not be made for personalised kit or materials which are being retained by the student or any registration fees which have been paid to another party by the college on behalf of the learner
- Any refunds processed will be subject to a £15 or 10% administration fee (up to a maximum of £50)

## **THE FOLLOWING SECTION REFERS TO HIGHER EDUCATION (HE) COURSES ONLY**

### **6.0 Compensation (HE courses only)**

In the event that it is not possible to preserve continuation of study necessitating a transfer to an alternative, the arrangements outlined in **Section 7** will apply.

Where it is necessary as a result of action by the college (such as course closure) for students to transfer to an alternative provider or there is a change in the location of the course (which was not notified to the student prior to the commencement of the academic year) the college will consider appropriate compensation for additional travel or other costs directly attributable to the non-preservation of continuation of study.

The college's priority will always be to ensure that students receive the education experience outlined in college course information (whether on-line or in hard copy format) and their learning agreement. Where as a result of an investigation through the Complaints Policy it is concluded that this has not been the case, appropriate financial or other compensation may be offered.

Compensation will be awarded if clear, recognisable and material loss is suffered and evidenced by the student. This normally falls into two categories:

1. Compensating a student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the College (such as travel costs)
2. An amount to recompense for material disadvantage to the student arising from a failure by the College to discharge its duties appropriately.

Compensation may take the form of a financial payment, a discount, or some other form of benefit. It is possible that in the case of a complaint about an element of a programme of study or learning experience this could be settled without the need for a refund or financial compensation. In these cases, this might include an apology, a goodwill gesture or in the case of the complaint relating to the quality of a programme of study this could include repeating for free a part of the course that did not meet the expected standard.

In accordance with the OIA guidance on considering whether it is appropriate to recommend compensation payments to higher education students for distress and inconvenience and the following guidelines will apply in such cases:

**Indicative Compensation Bands Distress and Inconvenience Awards for Higher Education Students are as follows:**

**Moderate:**

- An act or omission of the college which has caused some distress and inconvenience in the short term (e.g., less than 6 months)
- Moderate delays (i.e., less than 6 months) or other procedural irregularities on the part of the college where there is evidence to suggest the student suffered material disadvantage

**Substantial:**

- An act or omission of the college which has caused some distress and inconvenience in the long term (e.g., more than 6 months)
- Substantial mishandling of the complaint by the college which has resulted in or caused unreasonable or avoidable substantial delay (e.g., over 6 months) where there is evidence to suggest the student suffered material disadvantage.

**Severe:**

- Clear supporting evidence to suggest that as a result of the college's acts or omissions the student has suffered from ill health
- Major maladministration, procedural flaws, delays or other breaches of natural justice in the college's internal process resulting in material disadvantage to the student
- Where there has been a clear material disadvantage to a student as a result of the college's acts or omissions, but a practical remedy is inappropriate or impossible

Any payments over £3,000 will only be considered in exceptional circumstances by the College's Curriculum & Quality Committee.

## **7.0 Transfers**

The following rules apply to transfers where a student:

- Transfers from a course the college has closed to an alternative higher fee course at South Hampshire College Group the difference will be paid by the college
- Transfers to a course at South Hampshire College Group with a similar tuition fee, no charge will be made
- Decides to transfer from one course at South Hampshire College Group course to another course at South Hampshire College Group with a higher tuition fee the student will pay the difference between the course tuition fees
- Decides to transfer from one course at South Hampshire College Group course to another course at South Hampshire College Group with a lower tuition fee the student will receive a refund of the difference between the course tuition fees.

## **8.0 QAA Quality Code – in reference to HE courses only**

This policy is designed to meet the following expectations of the QAA Quality Code for Higher Education programmes:

- Policies and procedures for application, selection and admission to higher education courses are transparent and accessible.
- Higher education providers use fair, reliable and appropriate assessment methods that enable them to select students with the potential to complete the course successfully.
- Higher education providers reduce or remove unnecessary barriers for prospective students.
- Information provided to prospective students for recruitment and widening access purposes supports students in making informed decisions.
- All staff, representatives and partners engaged in the delivery of admissions, recruitment and widening access are appropriately trained and resourced.
- Providers continually develop widening access strategies and policies in line with local and national guidance