

SHCG FEES POLICY

Audience:	STUDENT
Requirement:	Essential
Policy Owner:	Chief Finance Officer
Review Delegation:	Corporation
Review Cycle:	Annually
Last Review:	March 26
Due for Review:	March 29

SOUTH HAMPSHIRE COLLEGE GROUP FEES POLICY

1.0 Statement of Principles

The purpose of this policy is to provide a framework within which 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 SHCG, its staff and governors.

3.0 SHCG's Fee Setting Processes

In setting fee rates for courses, SHCG considers a broad range of factors, not limited to but including, Department for Education (DfE) guidance, financial viability, demand, the curriculum plan and competitor pricing.

Once fees are agreed, SHCG reserves the right to be flexible in discounting to be able to tactically respond to demand and market opportunities.

SHCG 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.

SHCG 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 website.

3.1. Full Cost / Commercial

SHCG 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 SHCG to cover all overheads costs and margins.

Once prices are set, courses will only run if demand is sufficient.

3.2. Additional Fees and Charges

SHCG will be clear in its fee guidance to learners of all costs necessary to complete their chosen course 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 DfE funding rules.

3.3. Fees Waived

SHCG will apply fee remission as outlined in the latest version of the DfE Funding Rules. Any categories of fees waived by SHCG that are over and above funding body fee remission guidelines will be reviewed annually, and proposed changes will require the approval of SHCG's Executive Leadership Team (ELT).

4.0 Guidance on Fees

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

4.1. 16-19 Provision

SHCG will follow the DfE funding guidelines available on the Gov.uk website. <https://www.gov.uk/guidance/16-to-19-education-funding-guidance>. Where the DfE funds courses SHCG will not charge learners for tuition, registration or examination fees except where

- the learner is re-sitting an examination from the second resit onwards and they have previously taken and failed within SHCG
- the learner wishes 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 SHCG to determine what constitutes a good reason), to sit an examination, or to submit outstanding work for accreditation, for which SHCG has paid
- the learner's 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 learner's absence before levying a fee payment on the grounds of non- attendance

Charges for exams are set per the Fees Table which is reviewed annually and listed on the website. Enrolment on to these exams will take place on receipt of funds.

A learner 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 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 website. Where an adult learner withdraws from an DfE funded course (as above) for reasons other than medical exemption (for which proof will be required) a charge of £100 can be made to cover administration and resource costs.

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

In many cases, learners 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 learner begins to earn a salary 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 in line with government

funding guidelines. 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 charged
- For definitions used in Adult Skills Funding (ASF) follow this [link](#) .
- Exam fees will be payable from the second re-sit onwards where they were previously taken and failed within the SHCG. Exam enrolment will take place on receipt of payment.

4.3. Adult Learners – Higher Education

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

4.4. Apprentices

The provider (SHCG), 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 apprentice 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 SHCG 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 SHCG 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, SHCG 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
- SHCG 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 SHCG provided they record and evidence that they have collected the employer's contribution. SHCG 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 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.

End Point Assessment Fees

The employer is responsible for End Point Assessment fees as per SHCG's Exams Policy and the Employer Agreement.

4.5. Staff Development Course Fees

SHCG 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.

4.6. Tailored Learning

For all community learning a 10% co-funded fee will be required from any learner where their annual income is higher than the published threshold determined by the DfE. (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-employed and micro-sized businesses (10 employees or less.) There is a 10% fee for small to medium business (up to 250 employees) and a 30% fee for large organisations (over 250 employees.) For voluntary sector and public services where a local skill

need is identified the tailored learning will be fully-funded. 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). Learners 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

Learners 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 – including in 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, SHCG 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. SHCG 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)** learners 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 learner 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 learner 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.

Learners 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 learner's fee but then does not do so, the learner will become liable to pay the fee instead. This applies if the learner tells SHCG 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 learner contributions to materials. Any learner 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 learner or their employer, may affect a learner's continuation of a course, entry for an examination or access to resources. Any learner with outstanding debt at the end of the year:

- Will not be permitted to progress to the next year of study or enrol on another course at SHCG
- 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, a learner's credit rating and ability to obtain finance in the future may be affected.

5.3. Financial Support

For learners on low incomes undertaking government-subsidised courses, SHCG is often able to offer financial support for payment towards costs associated with the course. Learners requiring information about financial support should in the first instance refer to SHCG's website.

5.4. Fee Refunds

- SHCG will refund all fees that have been paid, in full, where a course has been cancelled by SHCG
- SHCG 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
- SHCG 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
- The learner 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 learner 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
- Learners attending a course which is under 12 weeks duration, who withdraw once the course has started will not be entitled to a refund
- For learners attending a course which is over 12 weeks duration, who withdraw once the course has started SHCG will retain a proportion of the fees for the period that the learner attended
- 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, SHCG 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 learner is excluded from SHCG for misconduct, no refund will be granted.

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

6.0 Fee Refunds (HE)

- Learners 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
- Learners 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 SHCG will refund any other tuition fees that the learner has paid
- Learners 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 SHCG prior to the commencement of the second term
- Learners 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 SHCG prior to the commencement of the third term
- Learners 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 that SHCG has failed to deliver what could reasonably be expected, then an application for a refund should be made in writing to the Chief Finance Officer. SHCG may require provision of evidence to justify any request for refund on compassionate or medical grounds. If a learner is excluded from SHCG for misconduct no refund will be granted.
- Refunds will not be made for personalised kit or materials which are being retained by the learner or any registration fees which have been paid to another party by SHCG on behalf of the learner
- Any refunds processed will be subject to a £15 or 10% administration fee (up to a maximum of £50.)

7.0 Compensation

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

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

SHCG's priority will always be to ensure that learners receive the education experience outlined in course information (whether online 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 learner.

This normally falls into two categories:

- Compensating a learner for out-of-pocket expenses they have incurred, which were paid to someone other than SHCG (such as travel costs)

- An amount to recompense for material disadvantage to the learner arising from a failure by SHCG 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 Office of the Independent Adjudicator for Higher Education guidance on considering whether it is appropriate to recommend compensation payments to a learner for distress and inconvenience and the following guidelines will apply in such cases:

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

Moderate:

- An act or omission by SHCG 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 SHCG where there is evidence to suggest the learner suffered material disadvantage.

Substantial:

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

Severe:

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

8.0 Transfers

The following rules apply to transfers where a learner:

- transfers from a course SHCG has closed to an alternative higher fee course at SHCG, the difference will be paid by SHCG
- transfers to a course at SHCG with the same tuition fee, no charge will be made
- decides to transfer from one course at SHCG to another course at SHCG with a higher tuition fee the student will pay the difference between the course tuition fees

- decides to transfer from one course at SHCG to another course at SHCG with a lower tuition fee the student will receive a refund of the difference between the course tuition fees.

9.0 QAA Quality Code

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

- Policies and procedures for application, selection and admission to courses are transparent and accessible
- SHCG uses fair, reliable and appropriate assessment methods that enable them to select learners with the potential to complete the course successfully
- SHCG reduces or removes unnecessary barriers for prospective learners
- Information provided to prospective learners for recruitment and widening access purposes supports learners in making informed decisions
- All staff, representatives and partners engaged in the delivery of admissions, recruitment and widening access are appropriately trained and resourced
- SHCG continually develops widening access strategies and policies in line with local and national guidance.