

## Institutional Policies and Procedures

**Title:** Fees Policy 2019/20

**Owner:** Head of MIS

**Date:** January 2019

**Review Date:** January 2020

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### 1. SCOPE

- 1.1 Details of College intended course fees for 2019/2020 are set out below. The Fees Policy is reviewed annually and fees will increase appropriately.
- 1.2 These fees do not apply to commercial or contract work, which is separately negotiated.
- 1.3 Fees are normally payable on an annual basis. Learners enrolling on a course with duration of more than 1 year should be advised that they will have to pay further fees in subsequent years. Learners should also be advised that the fees may vary year on year to enable the College to take account of market conditions, inflation and the policies of the appropriate funding body.
- 1.4 The College may at its discretion vary fees (from the appropriate funding body recommended Funding Rate) and charges in line with market conditions and special initiatives. Variations can only be authorised by the Deputy Principal.
- 1.5 Fees may be waived for students with appropriate evidence, please refer to the Fee Remission section.
- 1.6 ALL FEE FACULTY WAIVERS **MUST BE AUTHORISED** by the Deputy Principal. Staff failure to comply may result in disciplinary action being taken.

### 2. FEES FOR LEARNERS AGED 16-18 on 31<sup>st</sup> August in the year the student starts their programme.

Tuition fees, materials, examination and registration fees are not generally chargeable to 16 – 18 year old full time or part time learners as defined in the appropriate body's Funding Guidance. The exceptions to this are where the equipment purchased will belong to the learner (e.g. Uniform and Personal Protective Equipment, Knives for Catering learners), requests for voluntary contributions, optional extra activities such as museum or theatre visits, which are not a requirement of a course, and non-essential field trips. The 16-18 age category relates to the age of the learner at the start the learning aim(s) and therefore a learner who commences a 2 year learning aim at the age of 18 will not be liable to pay fees when they enrol on their second year (aged 19).

### **3. FEES FOR LEARNERS AGED 19+ on courses up to level 2 as at 31<sup>st</sup> Aug 2019**

For Learners aged **19-23** (Home Fee Learners) on courses up to level 2, the fee for Full Time FE courses in 2019/2020 will be £1,300 for one year courses and also for each year of two year courses. Please refer to the FT and PT fees listing for the course fees.

### **4. FEES FOR LEARNERS AGED 19+ ON COURSES LEVEL 3, 4, 5 and 6 (ESFA funded)**

For learners aged 19+ on courses level 3, 4, 5 or 6 the fee is dependent on the course type. Please refer to the FT and PT Fees listing for the course fees. The course fee must not exceed the Funding rate in Learner Aims Record Service (LARS), unless approved by the Deputy Principal.

### **5. GENERAL FEES**

- 5.1 The College reserves the right to charge premium fees on individual programmes where market demand and/or cost justifies (within the appropriate funding body parameters) and similarly to reduce/waive fees in exceptional circumstances.
- 5.2 Examination, Registration & Certification fees will generally be charged in advance at the time a learner enrolls within the year in which the fees fall due. These will not normally be refundable.
- 5.3 Other fees may apply to individual courses such as equipment, uniform, Personal Protective Equipment and non-essential trips and will be identified separately. These will not normally be refundable.
- 5.4 VTCT, CITB and some City & Guilds Programmes offer free resits. All other awarding bodies charge and therefore the students may be charged.
- 5.5 If a student fails to attend an exam without reasonable grounds, they may be charged for resits.

### **6. FEE REMISSION**

Fee remission covers tuition, administration, registration, assessment, materials or examination fees. It can also include ID passes, uniforms, tools and materials where the learner cannot achieve their learning aim without them. For learners aged over 19 at the start of their course, professional body membership will not be remitted. Full level 2 and 3 courses are determined on LARS.

The following learners may be eligible for fee remission.

- 6.1 For learners aged 16-18, and aged 19-24 with an Education Health and Care plan (EHCP) plan, at the start of the course on a non-apprenticeship and non-traineeship courses the FTS waiver should be used.
- 6.2 Learners aged 16-24 on the first day of learning, studying their first level 3 traineeship for core elements of their traineeship where the following apply:

- They are unemployed\*, employed and earn less than 16 times the hourly National minimum wage each week or £338 a month.
- Have little or no work experience and are focussed on employment, an apprenticeship or the prospect of this, and are
- Assessed as having the potential to be ready for employment or apprenticeship within 6 months.

6.3 Learners aged 19-23 studying courses up to level 2 and already hold a full level 2 qualification who are unemployed\*. (Excluding English, maths and ESOL – see separately below).

6.4 Learners aged 24+ on the first day of learning, studying a notional level 2 qualification who are unemployed\*. (Excluding English, Maths and ESOL – see separately below).

6.5 Learners aged 19 and older on the first day of learning studying an ESOL learning aim and are unemployed\*.

*\* Unemployed for the purposes of fees remission means in receipt of one of the following OR that they meet ESFA criteria for remission due to being in receipt of a low wage:*

**The student is also required to sign a self-declaration form as evidence that they are in receipt of one of the following:**

- **Job Seekers Allowance (JSA)**, including those receiving NI credits only. Enrolling staff use: “RMJ” waiver code.
- **Employment Support Allowance (ESA)** in the Work Related Activity Group (WRAG). Enrolling staff use: “ESA” waiver code.
- **Universal Credit (UC)**, earn less than 16 times the National Minimum wage per week or £338 a month (individual claims) or 541 a month (household claims) and are determined by Jobcentre Plus (JCP) as being in one of the following groups:
  - All work related requirements group
  - Work Preparation group
  - Work focused Interview Group.

Enrolling staff use: “UC” waiver code.

- In custody and released on temporary licence (ROTOL) following learning outside a prison environment and not funded through OLASS. Enrolling staff use: “RMM” waiver code.
- State benefits and earns less than 16 times the National Minimum Wage a week or £338 (individual claims) or £541 a month (household claims). Enrolling staff use: “RMM” waiver code.
- The learner wants to be employed, or progress into more sustainable employment, and the college is satisfied that the learning is directly relevant to their employment

prospects and the local labour market needs. Enrolling staff use: "RMM" waiver code and an 'Intention to enter Employment form' is to be completed and signed by the learner.

- Learners who are employed earning less than £15,736.50 annual gross salary can be fee remitted for learning aims that they would otherwise be eligible for co-funding for. Enrolling staff use: "LWP" waiver code.

**Note. Learners enrolling on Access to HE provision do not qualify for this fee remission.**

- 6.6 Learners aged 19-23 on the first day of learning, studying level 1 with an intention to progress to a first full level 2 in the same subject and we offer that level 2 subject. This is subject to course eligibility and completion of self-certification. This is not for cohorts of students, just individuals. L1 waiver should be used.
- 6.7 Learners aged 19-23 on the first day of learning, studying their first level 2 non apprenticeship qualification. This is subject to course eligibility and completion of self-certification. L2E waiver should be used.
- 6.8 Learners aged 19-23 on the first day of learning, studying their first level 3 non apprenticeship qualification. This is subject to course eligibility and completion of self-certification. L3E waiver should be used.
- 6.9 Learners aged 19 or older at the start of their course studying one of the English and Maths qualifications listed below and have not previously attained a GCSE grade A\*-C / 9-4 in the same subject. GCSE waiver should be used.
- GCSE English Language or Maths
  - Functional Skills English or Maths from entry to level 2
  - Stepping-stone qualifications in English or Maths approved by the Department for Education or ESFA.
- 6.10 Learners aged 25 who have not completed their programme of learning as set out in their EHCP by the end of the funding year and the learner's EHCP confirms that the learner needs could only be met by Swindon College and the student continues to make progress on the report.

## **7. HIGHER EDUCATION LEARNERS**

- 7.1 Full-time and part-time directly funded HE learners will be charged a fee based on the type of qualification they are studying for the 2019/2020 academic year. Please refer to Annex 1.
- 7.2 Learners who have an Equal or Lower Qualification (ELQ) will be charged ELQ fees. The relevant fee is identified in Annex 1 of this document under the heading of Overseas Fees.
- 7.3 HE Fees are paid on an annual basis. The Fees will be reviewed by the Senior Leadership Team each year to take account of market conditions, inflation and Government policies. Learners must be advised that they will have to pay a fee each year for the duration of the course and that the fee is likely to be different.
- 7.4 There may be a re-assessment charge for each assessment that requires re-marking.

- 7.5 Where a learner has to repeat the unit there will be a charge per unit.
- 7.6 Franchised provision – the fees for this provision are set by the appropriate University. Please see Annex 1 for details.
- 7.7 The fee includes registration with the appropriate University or awarding body.
- 7.8 Fees are non-refundable. Please refer to section 13 for full details.

## **8. APPRENTICESHIPS**

Fees are negotiated on an individual basis with each employer and are subject to ESFA funding bands. The College adheres to Government policy regarding employer contributions.

## **9. INTERNATIONAL LEARNERS**

International learners are generally non EU nationals and those learners who have not been resident in the European Economic Area (EEA) for 3 years prior to the start of the course. Non EEA Nationals require Immigration Sponsorship and a Confirmation of Acceptance from Swindon College to present to the UK Border Agency (UKBA) as part of the entry requirements to the UK. Detailed information can be found at [www.ukba.homeoffice.gov.uk/studyintheuk](http://www.ukba.homeoffice.gov.uk/studyintheuk).

All international learners are required to pay a non-refundable application fee of £200 when their application is submitted.

- 9.1 The learner must have the necessary finances as detailed in Swindon College's Tier 4 Points Based System Policy Guidance which is available from Student Services.
- 9.2 The Full Time Further Education course fees for overseas learners in 2019/20 are £6,500.00 for each year.
- 9.3 A deposit of 50% is required upon acceptance of an offer of a place for both Full & Part Time FE. The remainder of the fee must be paid prior to the commencement of the course unless the learner enters into an instalment agreement with the college. Refer to section 13. The deposit is non-refundable.
- 9.4 The Part Time Funded Further Education course fees for 2019/2020 are £17.00 per hour. Refer to 14.1 Payment Options section. Students may be charged less for English, Maths, or ESOL courses. This must be approved by the Deputy Principal.
- 9.5 Full Cost course fees remain the same for International students.
- 9.6 All fees paid are non-refundable, unless entry to the UK is denied. In such cases 50% of fees will be refunded less deposit.
- 9.7 If additional learning support is required this will be chargeable additional to the international fee above.
- 9.8 All Higher Education course fees both direct and non-direct are listed in the attached HE fees document, Annex 1. A deposit of 50% is required upon acceptance of an offer of a

place for both Full & Part Time HE provision. The remainder of the fee must be paid prior to the commencement of the course unless the learner enters into an instalment agreement with the college (see Payment Options section).

- 9.9 For further information on International learner conditions and procedures, please contact the Student Services Manager at [studentservices@swindon.ac.uk](mailto:studentservices@swindon.ac.uk)

## 10. **UNDER 16 LEARNERS**

- 10.1 Individual learners under the age of 16 for whom no approval for funding has been given and who seek to enrol on a College course will normally require a letter of support from their school or educational psychologist. The school or Local Education Authority will be required to pay a fee based upon the income that the College would have received from the appropriate funding body.
- 10.2 The standard fee for a full-time learner in 2019/2020 undertaking a normal programme will be the full funding rate. Where appropriate weekly, daily and hourly rates will be calculated pro-rata to the total guided learning hours for the programme. Any additional costs which may be incurred over and above a normal programme will be charged in addition to this basic fee rate.
- 10.3 Some Key Stage 4 pupils will be attending Swindon College on a part time basis as part of our partnership with local secondary schools and the alternative provision programme. The funding for these learners will either be direct from the school or other referring agency or through the alternative provision programme.
- 10.4 In no circumstances should a pre-16 learner be enrolled on to any course, during School hours, without the involvement of the Head of Learning for Foundation Learning & Vocational Studies. Pre-16 learners should be enrolled on Pre-16 courses.

## 11. **SUPPORT WITH COSTS**

- 11.1 **16-18 Mandatory Bursary funds** may be available to support eligible learners, who meet one of the following criteria:
- In care
  - A care leaver
  - In receipt of income support
  - Disabled in receipt of Disability Living Allowance (DLA) / Personal Independence Payment (PIP) and Employment & Support Allowance (ESA)

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Please refer to the Swindon College Discretionary Learner Support (DLS) policies and criteria.

- 11.2 **Discretionary Learner Support funds (DLSF)** may be available to support eligible learners to help with equipment, travel and childcare costs. The amount of support is dependent on the household income and the availability of the bursary funds. Please refer to Swindon College DLSF policies and criteria.

### 11.3 **Childcare:**

Learners aged 16-19 on the day they start their course may receive financial support through the Care to Learn Programme. The Childcare provider must be Ofsted registered.

Learners aged 20 and over on the day they start their course may receive financial support through the DLSF. The childcare provider must be Ofsted registered.

The amount of financial support is dependent on the household income.

## **12. OTHER**

- 12.1 Workplace learning - Fees should be charged to employers at a full cost rate and will be determined for individual students and courses.
- 12.2 6<sup>th</sup> Form Schools Project – FT Learners at local 6<sup>th</sup> Form Schools who are attending Swindon College for one qualification to complement their 6<sup>th</sup> form studies are not required to pay fees. The relevant 6<sup>th</sup> form School will be invoiced for the appropriate fee. There are specific course codes for 6<sup>th</sup> form learners. Where the course numbers are low and the school requires the course to run there will be an additional charge to the school to ensure that the course is economically viable. No course should be continued in these circumstances unless the Deputy Principal has approved the costing model.
- 12.3 Priory College – These learners are FT learners of Priory College and no fees should be charged. Priory College will provide a list of learners and the College will invoice them appropriately for an agreed figure which will be negotiated directly with Priory College by the Deputy Principal.
- 12.4 Full cost recovery courses should be fully costed and make a contribution to overheads plus a surplus. The Vice Principal External Relations must be consulted on costs and suitable levels of contribution.
- 12.5 Late starters – these learners should be charged the full fee if they start after the course has commenced, with the exception of ESOL learners. The tuition fee for ESOL learners that start late may be reduced.
- 12.6 The College reserves the right to vary any fee levels to enable it to respond to exceptional circumstances, individually negotiated contract opportunities, or market conditions.

## **13. REFUND POLICY**

- 13.1 If a refund is agreed through either course closure or as a result of an investigation through the Compliments and Complaints Policy and Procedures, the following refund process will apply:
  - Where the original payment was made through the WPM system (e.g. enrolled through the website; paying by instalments), refunds will be made back to cards / bank accounts through this system.
  - Where the original payment method was by card / cheque / cash, the payee will be asked to supply their bank details so the refund can be paid directly into their account.
  - Where the original method was by cash, refunds will be made by cheque (the college does not hold large cash sums and adheres to the money laundering regulations covering the handling of cash).
  - Where the original payment was made directly into the bank, a refund will be returned to the account from which the original payment was received.
  - Where the original payment was received from the Student Loan Company, refunds will be made to the Student Loan Company. The Student Loan Company will reclaim fees as

a result of the college completing a change of fee notification. The Student Loan Company will then be responsible for amending the student's repayments to reflect the reduced loan amount.

- Where fees were invoiced to and payment received from an Employer/Sponsor, refunds will be returned to the Employer/Sponsor in line with the above.

13.2 If a learner withdraws from a course 14 days or more BEFORE the start date of the course the learner can write to the CIS Data Team or e-mail [CISdatateam@swindon.ac.uk](mailto:CISdatateam@swindon.ac.uk) to request a refund of fees paid. If the e-mail is received prior to the start of the course, the Data Team will pass it to the Deputy Principal for approval. If approved, the Data Team will record the refund on the student records system and pass to the Finance Department to process the refund payment as described in 13.1.

13.3 If a learner withdraws due to a serious medical condition, the student must write to the Head of Learning attaching a medical certificate as evidence if they wish to apply for a refund of fees paid. If they agree that a refund has merit, the Head of Learning must pass it to the Deputy Principal for approval. If approved, the Data Team will record the refund on the student records system and pass to the Finance Department to process the refund as described in 13.1.

13.4 Fees may also be refunded in exceptional circumstances. The student must write or e-mail the relevant Head of Learning requesting a refund, explaining the nature of the exceptional circumstance. It is anticipated that this route will only apply to a very small number of students.

If accepted by the relevant Head of Learning, the letter/e-mail should then be passed to the Deputy Principal for approval and, if approved, they will notify CIS for them to process the refund of tuition fees based on the proportion of the course attended.

13.5 If a learner does not attend their course / or notifies the college that they wish to withdraw less than 14 days before the start date, there will be no refund of payments made, including tuition, material, registration and exam fees unless the circumstances in 13.1 - 13.4 apply. This is because they have taken a place that the College cannot guarantee to fill.

13.6 In the event of a refund being authorised, exam fees will only be refunded if they have not already been paid on to the relevant Examinations Board. Prior to processing the refund, CIS must check with the Exams Team.

13.7 The CIS data team flag refunds on the student records system but can only do so where the money has been receipted in the same place. Finance process refunds when they receive the appropriate approval paperwork. The refund may be paid as described in 13.1. All refunds will be made within 14 days of receipt of the authorised refund by the Finance Department.

13.8 Where an application for a refund is refused, the Deputy Principal will inform the Head of Learning for them to communicate to the learner.

13.9 If a learner wishes to appeal, they must write to the Deputy Principal within 14 days of receipt of notification of the refund refusal.

## **14. PAYMENT OPTIONS**

- 14.1 Advanced Learning Loans are available from the Student Loan Company for students aged 19 or older on their first day of learning who are studying one or more of the ESFA approved learning aims at levels 3, 4, 5 or 6.
- 14.2 For courses with duration of 6 months or more, learners can pay their course fees for the academic year by instalments as listed below:
- For courses starting in September - a maximum of 6 instalments
  - For courses starting in October - a maximum of 5 instalments
  - For courses starting in November - a maximum of 4 instalments
  - For courses starting in December - a maximum of 3 instalments
  - For courses starting in January – usually a maximum of 2 instalments, with limited exception of a course planned to finish in June/July when a maximum of 4 instalments will apply.
- 14.3 The College reserves the right to withdraw the learner from their course if their instalment agreement is not honoured.
- 14.4 Payment options for companies are considered on request. Schedules for payment of employer co-investment fees are agreed with the employer at the sign up of their apprentice(s).
- 14.5 Payment options are only available for amounts owed of £100 or more
- 14.6 Where payment is made by instalments and a learner withdraws, after starting the course and before the whole fee has been collected, any amounts outstanding remain payable and will be collected by the College. However, see also section 13.1-13.4 above about refunds.

## **15. SUBCONTRACTING FEES**

The **Subcontracting Fees and Charging Policy** is available on Swindon College website and contains the fees the college retains to manage the subcontractors, support provided for the fee and payment terms.

## **16. COMPENSATION**

For the purpose of this policy the term compensation will relate to some other recognisable loss suffered by the student. This normally falls into two categories, either: (a) recompensing the student for wasted out-of-pocket expenses they have incurred, which were paid to someone other than the college (such as travel costs) or (b) an amount to recompense for material disadvantage to the student arising from a failure by the college to discharge its duties appropriately.

- 16.1 In the event that it is not possible to preserve continuation of study and the student is offered a transfer to an alternative course, the following arrangements above will apply:
- Transfers from a course the college has closed to an alternative higher fee course offered by Swindon College the difference will be paid by the college.
  - Transfers to a Swindon College course with a similar tuition fee, no additional charge will be made.

- 16.2 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.
- 16.3 The college's priority will always be to ensure that students receive the education experience outlined in published course information. Where as a result of an investigation through the Compliment and Complaints Policy it is concluded that this has not been the case appropriate financial or other compensation may be offered.
- 16.4 The college is cognisant of the Office for the Independent Adjudicator 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:

Level of distress and inconvenience	Indicative compensation
Moderate	Up to £300
Substantial	Between £301 and £1,250
Severe	Between £1,251 and £3,000

The above amounts are indicative only and any compensation payments will be determined by the specific circumstances applicable to the student. Any payments over £3,000 will only be considered in exceptional circumstances.

**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:**

- Cogent and contemporaneous 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.

## **17. FINANCIAL IMPLICATIONS OF THE FEES POLICY**

- 17.1 The college will incorporate provisions within its annual budget for the potential payment of tuition fee and other refunds and compensation payments to students. A combination of cash reserves and (where appropriate) insurance policies will be designated for those students where an increased risk of non-continuation of study has been identified.
- 17.2 Given the extent of national policy and strategic change for both the sector (including qualification review and reform, regulatory change, devolution of adult education budget funding to combined mayoral authorities, college insolvency regime and apprenticeships) and the college this policy is subject to regular review and revision.

## Annex 1 – Swindon College HE Courses

Course	Mode	Duration In years	Additional fees Payable -One off	AGREED FEES 2018-19	International Fee 2018-19	FEES 2019-20	International Fee
HNC	PT	2 years	Reg included	<b>2975</b>	<b>3975</b>	<b>£2975</b>	<b>3975</b>
HNC	FT	1 year	Reg included	<b>5950</b>	<b>6950</b>	<b>£5950</b>	<b>6950</b>
HND	FT	2 years	Reg included	<b>5950</b>	<b>6950</b>	<b>£5950</b>	<b>6950</b>
HND	PT	3 years	Reg included	<b>3975</b>	<b>4975</b>	<b>£3975</b>	<b>4975</b>
HND (top-up from HNC)	PT	2 years	Reg included	<b>2975</b>	<b>3975</b>	<b>£2975</b>	<b>3975</b>
HND Media Make-up	FT	2 years	Reg included £500 Kit fee	<b>6000</b>	<b>7150</b>	<b>£6000</b>	<b>7150</b>
BA (Hons) Advanced Makeup, Hair and Prosthetics	FT	1 year	Reg included £1000 kitfee	<b>6000</b>	<b>7150</b>	<b>£6000</b>	<b>7150</b>
HND (allother School of Art)	FT	2 Years	Reg included	<b>5950</b>	<b>6950</b>	<b>£5950</b>	<b>6950</b>
Diploma in Education	PT	2 years	Reg included	<b>1950</b>	<b>2950</b>	<b>£1950</b>	<b>2950</b>
Assoc of Business Exec	FT	1,2 or 3 yrs	ABE student membership fee and examination fee included	<b>4650</b>	<b>5650</b>	<b>£4650</b>	<b>5650</b>

Please note tuition fees may increase in subsequent years of study for both new and continuing students in line with an inflationary amount determined by the college.

**ACP Tuition Fees 2019/20**

<b>Course</b>	<b>2019/20 Tuition Fees</b>		
	<b>New students &amp; continuing students</b>		
	Home/EU		International
	FULL TIME	PART TIME	FULL TIME
FOUNDATION YEAR	£7,350	-	£9,000
FOUNDATION DEGREE	£7,350	£5,010 (3 years)	£9,000
BA/BSc top up (1 year FT, 2 years PT)	£7,350	£3,750	£9,000
BA honours degrees (3 years FT) (except EQS/EQT)	£7,350	£3,750	£9,000
BSc EQS and EQT (3 years FT)	£9,250	£750 per module	£14,230
PGCE PCE (2 years PT)	NA	£3,100	NA

Please note tuition fees may increase in subsequent years both for new and continuing students in line with an inflationary amount determined by the university and all college partners.

**ACP = Associate College Partnership**