

Loughborough College

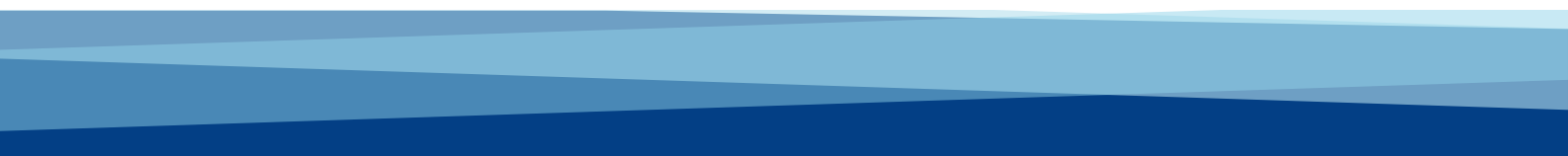
**Course Fee and Fee Remission Policy**  
2023/24



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# 1. SCOPE AND PURPOSE

- 1.1** This policy details the fees for the academic year 2023/24, covering all programmes of learning/qualifications starting between 1 August 2024 and 31 July 2024 inclusive. In producing this policy, it is recognised that there is a balance between maximising income and ensuring that potential barriers to learning are mitigated by providing flexible payment options and/or by assisting learners to access appropriate financial support.
  - 1.2** This policy seeks to ensure that the College can respond to market forces, government policy and law, including fee guidance issued by funding bodies, such as the Education and Skills Funding Agency (ESFA), the Department for Education (DFE), and Office for Learners (OFS).
  - 1.3** Loughborough College's approach to setting and collecting course fees and associated charges is reviewed on an annual basis and approved by its Governing Body.
  - 1.4** Responsibility lies with the Senior Management Team to ensure that the Fees Policy is adhered to. On a day to day basis all staff may be involved in the operational elements of the policy.
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## 2. DEFINITIONS

The following definitions are used in this policy:

### **2.1** 'Funding Bodies' encompasses

#### **2.1.1** Education and Skills Funding Agency (ESFA) funding

- Learners aged 16-18, full or part time;
- Learners aged 19-24 and have a Learning Difficulty Assessment (LDA) an Education Health and Care Plan (EHCP)
- Adult Education Budget
- LEVY-Paying Apprenticeships
- Non-LEVY-Paying Apprenticeships
- Traineeships
- Community Learning
- Advanced Learner Loans for those aged 19+

#### **2.1.2** Office for Students (OfS) – formerly HEFCE for Higher Education students

### **2.2** Exam Terminology

#### **2.2.1** Resits and retakes are different. Retakes are repeat study plus the exam; resits are just repeating the exam.

#### **2.2.2** Home learners are defined as the following for the purposes of this fee policy: They have a UK passport, or are otherwise legally in the UK for an approved reason, other than specifically to study. (See Appendix 3 for full breakdown which differs for under and over 19's)

### **2.3** Continuing Learners and Progressing Learners

#### **2.3.1** Progressing and Continuing Learners are not the same thing. Continuers are on the same programme over more than one year and are returning for year two to continue. Progressing learners are moving from a completed programme onto a brand-new programme.

#### **2.3.2** Unless stated otherwise in this policy or in the course information, all course fees include tuition fees, awarding body registration fees, and \*standard\* examination and assessment costs for the first examination sitting. However, the cost of any subsequent resits/retakes will be charged.

#### **2.3.3** "standard" refers to examinations taken at Loughborough College. Additional costs may be imposed for offsite examinations and/or assessments, and fees may be charged for identified non- funded items essential to the course procured by the examinations team.

## 3. POLICY STATEMENT

- 3.1** We expect that all programmes of learning/qualification fees will broadly conform to the principles as outlined, accepting that there will be the need, from time to time, to flex our pricing to reflect prevailing market conditions..
- 3.2** To be pro-active and reactive to changes in market conditions, the detailed pricing structure setting authority is delegated to the Executive Team using the following underlying principles:
  - 3.2.1** That our pricing enables us to compete effectively with other colleges and training providers;
  - 3.2.2** That our pricing enables us to develop existing and new markets that are strategically important to us;
  - 3.2.3** Where our market position allows us to set fees that maximise our potential to generate income, we do so;
  - 3.2.4** Where appropriate, we can price activity to attract a particular cohort of learners or business sector.
- 3.3** The availability of funding is subject to changes in Funding Body policy, which dictates learner eligibility criteria. The eligibility criteria outlined within this fees policy is correct at the time of authorisation by the College Executive. We will make all best endeavours to inform learners of changes that may affect them at time of enrolment or through programme/qualification information sheets/other marketing materials.
- 3.4** The College reserves the right to make such alterations to its described programmes, fees, tutors, venues and services as may prove necessary. If a single session is affected by venue closure and/or tutor illness but alternative arrangements are made then no refund will apply.







## **4. LEARNERS AGED 16-18 FUNDED BY THE EDUCATION AND SKILLS FUNDING AGENCY (ESFA) AND LEARNERS AGED 19-24 WITH AN EHCP**

- 4.1** Eligible Home learners aged under 19 (on 31 August in the first year of their fundable course) will not pay tuition fees for the unbroken duration of that course. (NOTE: This does not include situations where a student might transfer into a different course part way through the original one, as full reassessment of fee eligibility will be required again in this instance based on current age and circumstances.)
- 4.2** Eligible Home learners with an Education Health Care Plan (EHCP) or a Learning Difficulty Assessment (LDA) up to and including age 24 (on 31 August in the first year of their fundable course) will not pay tuition fees for the unbroken duration of their course up to and including age 24. (NOTE: This does not include situations where a student might transfer into a different course part way through the original one, as full reassessment of fee eligibility will be required again in this instance based on current age and circumstances.)
- 4.3** Eligible 16-to-18-year-olds are to be charged for all retakes/resits unless they present extenuating circumstances such as debilitating ill health (The waiver of any further retake/resit fees would need to be assessed on an individual basis.)
- 4.4** Eligible Learners with an EHCP or an LDA will not be charged any resit/retake fees.
- 4.5** Equipment/material and uniform fees and other costs can vary widely across our curriculum offer. There will be a requirement for some learners to make a Disclosure and Barring Services (DBS) application in order to undertake and complete their studies; learners will be informed of this requirement prior to enrolment. For 16 to 18-year-old students, in all circumstances the cost of the DBS application will be borne by the College. (In order to maintain viability of our provision we will where appropriate, recover costs of any materials and other course related expenses from learners -save for those deemed mandatory by the awarding body).
- 4.6** The College will actively encourage learners to purchase their own equipment, materials and uniforms for use within and outside college in pursuit of their qualification. Any requirements of this nature will be communicated to learners prior to and during enrolment.
- 4.7** Learners unable to purchase their own kit and equipment may be eligible for Under 19 Bursary support for these costs. The application form and guidelines are published on our website and all enquiries should be directed to the Learner Services team.



- 4.8** Loughborough College offers two 16-18 Bursary Funds; Enhanced Bursary and Discretionary 16-18 Bursary Fund. You will not need to indicate which one you are applying for as this will be evident from your application form. Please refer to the Bursary policy. However, note that the college's Vice Principal - Learner Experience can override standard policy to assist learners who would otherwise be unable to attend college due to identified hardship circumstances (dependant entirely on the availability of funds for distribution.)
- 4.9** There will be no charge for mandatory trips and visits costs that are deemed essential to the completion of the qualification. However, we will expect to recover the costs of non-mandatory trips from all learners that choose to take part.
- 4.10** Learners aged 18 on or before the 31 August in the academic year in which they start on a fundable two-year programme (e.g. an extended diploma) will be eligible for free tuition for the duration of the unbroken two years.
- 4.11** Learners aged 18 on or before the 31 August in the academic year in which they start a full level 3 eligible qualification will be eligible for free tuition for the duration of that level 3 qualification. If a learner decides to 'top-up' their qualification to an extended diploma (or equivalent) and are aged 19+ (excluding learners aged 19-24 with an EHCP) on or before the 31 August in the academic year in which they start, they will either need to make an application for Advanced Learner Loan support or pay the advertised course fee as the subsidised funding will no longer apply.
- 4.12** The College will be unable to fund any learners who are still enrolled full time in a school, unless on a Sporting Excellence approved Programme (DiSE), and who wish to follow part of their programme at the College during school hours. In such circumstances, whatever the age of the learner, this provision should be treated as collaborative or link provision, and the school will be expected to meet the full costs of this provision, including all examination fees. Signed contracts must be in place before any enrolment or delivery takes place.
- 4.13** Loughborough College has designed a range of professional, evening, community learning, higher education and access to higher education courses, which are specifically targeted at adult learners and unless stated otherwise, the College will not normally be able to enrol 16-18 learners onto these programmes of study. In specific circumstances where 16-18 enrolment is permitted, fees may be charged to 16-18s for this provision, including all examination fees.



## 5. LEARNERS AGED 19 AND OVER FUNDED BY THE EDUCATION AND SKILLS FUNDING AGENCY (ESFA)

**5.1** Learners aged 19+ whose programme is co-funded by the ESFA who are undertaking a Level 2 or below course will be charged a tuition fee calculated by reference to the un-weighted funding base rate of the programme/qualification. **This tuition fee will typically be equivalent to 50% of the ESFA funded un-weighted base rate.**

**5.2** Subject to the learner providing satisfactory and current evidence along with a full assessment, the following categories of home learners will be entitled to tuition fee remission. **\*\*Note that without the provision of current and satisfactory evidence, any tuition fee remission will not be possible.**

**5.2.1** Individuals aged 19-23 on their first day in learning, (excluding apprenticeships), who are studying one of the following FE fundable learning aims:

- Entry-level and level 1 learning aims (excluding English, Maths or English for Speakers of other Languages (ESOL) delivered through classroom learning where they have a maximum prior learning accreditation of level 1, and are progressing onto a full level 2 qualification.
- Their first full level 2 qualification
- Their first full level 3 qualification

**5.2.2** Individuals aged 19+ on their first day in learning on FE fundable learning aim/s up to and including level 2 and who need help to move into work, progress in work or remove a barrier to getting into work, **and** who are:

- Released on temporary licence (RoTL), undertaking learning outside a prison environment and not funded through OLASS funding, or are;
- Receiving Jobseeker's Allowance (JSA), including those receiving National Insurance credits only, or are;
- Receiving Employment and Support Allowance (ESA) and are in the work- related activity group (WRAG), or are;
- Receiving Universal Credit **and** have been mandated (required by the DWP) to undertake skills training.



## 5. LEARNERS AGED 19 AND OVER FUNDED BY THE EDUCATION AND SKILLS FUNDING AGENCY (ESFA) (continued)

**5.2.3** Individuals aged 19+ on their first day in learning on FE fundable learning aims up to and including level 2 who:

- are unemployed and/or are receiving state benefits (including Universal Credit and ESA and are not in the groups identified above in 6.2.2) and earn less than £617 per month (Individual claim) or £988 per month (learner has a joint benefit claim with their partner). **Evidence must be supplied.** These individuals want to enter employment, and believe skills training will help them to do so by both.
- enrolling onto a learning aim which is directly relevant to both the individual's employment prospects and the needs of the local labour market and;
- Undertaking training delivered through classroom learning (Via ESFA non-apprenticeship funding)

**5.2.4** Any individual aged 19+ who is unable to contribute to the cost of tuition fees but wants to enrol on a course for which they are eligible for co-funding AND

- Earns less than £20,319.00 annual gross salary – (based on the National Living Wage (25 and over) of £10.42 hourly rate in April 2023 and on the assumption of a 37.5hr contract with paid statutory holiday entitlement) -Evidence must be supplied. Will be eligible for full funding at Levels Entry, 1, and 2.

**5.3** The cost of equipment/materials, uniform fees and other costs can vary widely across our curriculum offer. However, for Individuals aged 19+ on the day they enrol, the rules below apply:

**5.3.1** There will be a requirement for some learners to make a Disclosure and Barring Services (DBS) application in order to undertake and complete their studies. Relevant learners will be informed of this requirement prior to enrolment. Learners that can claim free tuition ('are fully funded') will not be charged a fee for completing their DBS application. Learners that pay tuition fees ('are co-funded and/or are unfunded and pay full cost fees') will be charged.

**5.3.2** In order to maintain the viability of our provision we will, where deemed appropriate, recover the costs of materials and other course related expenses from all learners (except for that deemed mandatory by the awarding body).

**5.3.3** The College will actively encourage learners to purchase their own equipment, materials and uniforms for use within and outside college in pursuit of their qualification. Any requirements of this nature will be communicated to learners prior to and during enrolment. **Learners unable to purchase their own kit and equipment may be eligible for Learner Support Funding. The application form and guidelines are published on our website and all enquiries should be directed to the Learner Financial Services team at [studentfinance@loughcoll.ac.uk](mailto:studentfinance@loughcoll.ac.uk)**

## **5.4** Trips and Visits

**5.4.1** The charges for any mandatory trips and visits considered essential to the completion of the qualification will be included in any course fees for learners who are co-funded or paying full fees. There will be no charge for mandatory trips and visits where learners are fully funded.

**5.4.2** We will expect to recover the costs of non-mandatory trips from all learners that choose to take part.

**5.5** Employer Sponsored Learners (**Other than Apprentices**) whose fees are being paid by their employer must:

- supply written confirmation of sponsorship at enrolment. Learners with no confirmation of sponsorship will be required to sign a declaration confirming acknowledgement that they will remain personally liable for fees until they can provide the college with written confirmation of an appropriate sponsor. If sponsors have not been approved within two months of course enrolment date, the college reserves the right to pursue learners directly for payment.
- the aforementioned confirmation must be on company headed paper or an official email including company logo, be unconditional, dated and state the name of the learner & course, and signed by an authorised signatory (Who cannot be the learner).
- the College reserves the right to recover the balance of fees due for the entire learning programme if the sponsored learner withdraws. In these cases, we also reserve the right to charge an administration fee of £40 to cover our costs.

**5.6** Eligible 19+ learners will be charged for all retakes/resits unless they present extenuating circumstances such as debilitating ill health (The waiver of any retake/resit fees would need to be assessed on an individual basis and approved in writing by the Head of Department for the Curriculum area which will be recharged.)

**5.7** Where a learner secures accommodation from Loughborough College those fees are payable in line with the signed contract and relevant policy document relating to College managed learner accommodation.

## **Learning in the workplace**

- The college are able to fund any eligible regulated qualifications at an employee's workplace. The college will ensure they are approved for ESFA funded AEB and available on find a learning aim. The college will ensure the available courses for this offer are published on the website and will be subject to course and learner eligibility.

## 6. APPRENTICESHIPS

### 6.1 How do we set our training & assessment prices?

When we are setting these prices

- We comply with Government rules.
- Each fee is fair compared to other fees in The College.
- We will never increase the cost after the apprentice has enrolled with us unless the terms of the Apprenticeship have changed to warrant an increase, or it is found that a discount based on recognised prior learning needs adjusting based on new information/evidence.
- We will agree a training cost with the employer before apprenticeship training commences,
- They are competitive compared to fees charged by other organisations.

### 6.2 Levy Paying Employers (companies with a pay bill over £3m)

**6.2.1** The agreed fee will be paid monthly by the employer to the College via the Apprenticeship Service

**6.2.2** Where levy funds within the employers Apprenticeship Service account are not sufficient to cover the monthly fee, the employer will be invoiced by the College for the co-investment (dependant on the start date of the apprentice) contribution to the shortfall, and The Government will pay the rest.

### 6.3 Non-Levy Paying Employers

**6.3.1** Employers who do not pay the apprenticeship levy will be able to reserve funding for an apprenticeship in advance of recruitment or an offer of an apprenticeship being made to an existing employee. This will be through a Digital Apprenticeship Service (DAS) account. This reservation ensures that employers can plan, and that funds will be available to pay for the training from the point the apprenticeship starts. The employer must then convert this 'reservation' into a 'commitment' once the training provider and an apprentice are confirmed. At this point funding can be released to the training provider in the usual way.



**6.3.2** Most non-levy employers will be asked to make a 5% contribution to the cost of this training and The Government will pay the rest (95%), up to the maximum amount of funding available for that particular apprenticeship standard. Each Standard has a different funding value. The upper limit of the funding band will cap the maximum price that the Government will 'co-invest' towards. Anything that sits outside the Apprenticeship Standard will be chargeable at a commercial rate, and must be agreed with the training provider when the contracts are drawn up. This includes the Registration and Certification Fees for anything that does not form part of a particular Standard. Employers with fewer than 50 staff in the 365 days preceding the start of the apprenticeship are able to have the apprenticeship 100% funded for apprentices that are aged between 16 and 18 years at time of registration. This also applies to apprentices aged 19-24 at start who formally choose to declare to their employer that they have an Education, Health and Care (EHC) plan provided by their local authority and / or has been in the care of their local authority as defined in the funding rules. This will all be funded by The Government

**6.3.3** The Government is also offering an additional incentive to employers that take on an apprentice aged between 16-18 years, or apprentices aged 19-24 at start who choose to declare to their employer that they have an Education, Health and Care (EHC) plan provided by their local authority and / or has been in the care of their local authority as defined in the funding rules. This is currently £1,000, payable across two instalments. The first after the apprentice has been in training for 90 days, and the second as long as the apprentice has been in training for 365 days. These will be payable through the college. This additional payment is for both Levy and Non-Levy paying employers.

**6.3.4** The Government offers a bursary to 16-24-year-old apprentices if they have been in the care of their local authority as defined in the funding rules. The apprentice will be given the opportunity to declare this during onboarding and enrolment. For starts from 1 August 2023 this is £3,000. It is payable across three instalments if the apprentice is still undertaking their apprenticeship at 60 days, 120 days and 300 days after the apprenticeship starts. These will be payable through the college. An eligible apprentice must only receive the bursary once.

## **6.4** Examinations and End Point Assessment

**6.4.1** The charge for any examinations or the End Point Assessment undertaken as part of the apprenticeship will be included in the fee.

**6.4.2** This will include registration, entry and certification. It will not include professional body membership e.g. AAT, CIPD, even where linked to a mandatory qualification.

**6.4.3** The costs of retaking end point assessments are not included in the course fee and will be charged to the employer. – The cost of retaking any mandatory qualifications will not be included in this fee and will be charged to the employer.

## **6.5** Payment of Fees

**6.5.1** Employers will agree within the Apprenticeship Contract the agreed fees, and how and when fees will be paid as per the payment schedule. (See 7.3.3 for co-investment fee)

**6.5.2** These will be agreed with the Employer and the Business Development Consultant prior to the commencement of training.

**6.5.3** It is essential that once agreed, the employer approves the funding for their apprentice on the Apprenticeship Service portal within 60 days of the apprentice's start date. At 45 days, the employer will be contacted with a final notice email and allowed a further 2 weeks to comply or respond to the college if experiencing problems. If they do not respond by day 60, a formal notice will be sent to the employer, explaining that unless they approve the funding record within 48hrs, all training for their apprentice will be suspended (either fully or temporarily withdrawn) on [X date] and the employer may be held liable for any funding lost (as detailed in their contract with the college).

**6.5.4** Additional costs may be charged to the Employer (prior to registration where known in advance) for any exams taken offsite in the Employer/Customer premises with less than eight learners in attendance.

## **6.6** Refunds and Fee Liability

**6.6.1** In the event of a course being cancelled prior to commencement by the College a full refund will be given.

**6.6.2** If a learner withdraws during their apprenticeship training then the fee will be pro-rata to the length of time on programme. The employer would be liable for any fees still due. If the Employer has paid more than the pro-rata fee the difference will be refunded.

**6.6.3** All refunds will be made at the discretion of the College and will not be paid to an individual if their employer has paid the course fees.

## **6.7** Apprenticeship Transfers

In the event of the College agreeing to a student transferring between apprenticeship programmes, the employer will be liable to pay the full fees for the new apprenticeship where the apprentice requires the full complement of training. Any discount based on recognised prior learning will be calculated in line with the ESFA's apprenticeship funding rules, and may not be equivalent to fees already paid for the previous apprenticeship.

## **6.8** Outstanding Debts

Any employer who has outstanding debts for apprenticeship fees which will include the original 5% co-investment amounts the college has specified will be asked to settle their debt prior to enrolling further apprentices this also includes 5% of any amount a levy payer was short in the DAS account. The employer will be asked to settle their debt prior to enrolling further apprentices.

If the employer does not set up the DAS record correctly, and/or doesn't make any changes the college requires, the employer will be liable for any funding the college has lost as a result. If the employer has insufficient funds or funds cannot be drawn down for any reason, the employer will be invoiced by the college

## **6.9** Equipment, materials, uniform fees and other costs

These costs can vary widely across our apprenticeship offer. There will be a requirement for some apprentices to make a Disclosure and Barring Services application in order to undertake and complete their apprenticeship; apprentices will be informed of this requirement prior to enrolment. In all circumstances, the cost of the DBS application will be borne by either the apprentice or their employer. To maintain viability of our provision we will, where appropriate recover the costs of materials and other course related expenses from all apprentices (save for those deemed mandatory by the awarding body).

## **6.10** Health and Safety

Whilst in the workplace, the provision of Health and Safety equipment is the responsibility of the employer. We actively encourage learners to use their own PPE within the college training environments. We will where practicable loan PPE to apprentices should they not have their PPE with them at college.

## **6.11** Trips and visit charges

There will be no charge for mandatory trips and visit costs where they are deemed essential to the completion of the qualification. However, we will expect to recover the costs of all non- mandatory trips and visits from learners that choose to take part.

# **7. TRAINEESHIPS**

**7.1** The traineeship programme provides unemployed young people with skills and experience to progress to an apprenticeship or sustainable work.

**7.2** The College is fully funded by the ESFA for traineeships for all 16-to-18-year-old learners together with learners over the age of 16 but under the age of 25 that have an EHCP or LDA.

**7.3** A learner cannot start a traineeship until 1 August after they have left school in the academic year in which they have their 16th birthday and must meet the ESFA residency requirements.

**7.4** The ESFA also fully fund traineeships for 19-24-year-old learners. The learner must be aged 19+ on 31 August in the funding year and under 25 at the start of the traineeship.

**7.5** Whilst in the workplace, the provision of Health and Safety equipment is the responsibility of the employer. The College actively encourage learners to use their own PPE within the college training environment but will loan PPE to apprentices should they not have their PPE with them at college.

**7.6** There will be no charge for mandatory trips and visit costs where it is deemed essential to the completion of the qualification. However, we will expect to recover the costs of all non- mandatory trips and visits from learners that choose to take part.



## **8. LEVEL 3 FREE COURSES FOR JOBS OFFER (PART OF THE LIFETIME SKILLS GUARANTEE)**

- 8.1** As part of the Lifetime Skills Guarantee, a targeted level 3 offer to support adults without an existing full level 3 qualification and adults who meet the definition of 'low wage' or 'unemployed'. This offer is known as the free courses for jobs offer, and includes.
- 8.2** Any adult learner aged 19 and over who wants to achieve their first full level 3 qualification, which is the equivalent to an advanced technical certificate, a diploma, or A levels, can now access one of the L3 fully-funded courses being offered by Loughborough College as part of the Governments lifetime Skills Guarantee. It is important to note that not every L3 qualification is on the L3 free courses for jobs qualification list, and learners must carefully check with the college about possible fees before committing to enrol.
- 8.3** Learners aged 19 to 23-years at enrolment, can also access a wider number of additional Level 3 courses for free through their legal entitlement to a first full level 3 qualification. This will include qualifications not currently on the L3 free courses for jobs qualification list.
- 8.4** It is also possible for \*eligible learners\* to take one short L3 qualification, without exhausting their first full L3 eligibility. The DFE expects that this flexibility will be used where a learner would benefit from a more substantial L3 qualification once they have completed a short qualification- Terms and conditions apply, and we will advise you- Select from the short courses in the L3 free courses for jobs qualification list offered by Loughborough College. Note: A learner will not be eligible for this additional short qualification offer if they have already achieved any one of the full list of short qualifications prior to 1st April 2021.

**8.5** We will fully fund learners as part of the 'Level 3 Free Courses for Jobs offer' where they:

**8.5.1** are aged 19 or above on 31 August within the 2023 to 2024 funding year, and

**8.5.2** have not achieved a full level 3 qualification, or above, which meets the requirements set out in the full level 3 section; or

**8.5.3** have not achieved a qualification available through the level 3 adult offer previously. (Enquire for our list of available courses)

**8.6** We will also fully fund individuals as part of the offer where they:

**8.6.1** meet the unemployment or learners in receipt of low wage criteria **and**

**8.6.2** they already have an existing full Level 3 qualification or higher, or have achieved any other qualification included in the level 3 adult offer qualifications list (DfE list of qualifications approved for funding), that qualification must have been achieved before 1 April 2021 or

**8.6.3** they have achieved a short qualification as set out below, and that was achieved after 1 April 2021, the individual is eligible for one further qualification through the offer

**8.7** Once a learner has achieved their qualification(s) in line with the paragraphs above, they will have exhausted their eligibility for the funded offer.

**8.8** The College will fund eligible learners to take one short qualification, followed by one further qualification in the level 3 adult offer, without exhausting their eligibility.

**\*\*Terms and conditions apply\*\***

## **9. LEARNERS AGED 19 AND OVER ACCESSING ADVANCED LEARNER LOANS**

- 9.1** Individuals aged 19 + enrolling on a level 3 or above course will not be eligible for any ESFA funding unless they are studying their first full level 3 or are accessing funding through the Lifetime Skills Guarantee (see section 8) In this case, the students may choose to pay the fee themselves, or take out an Advanced Learner Loan.
- 9.2** Learners aged 19 and over can apply for an Advanced Learning Loan (ALL), via Student Finance England, to pay their tuition fees. The loan is available for eligible programmes of learning/qualifications only.
- 9.3** The maximum loan amount for further education learners aged 19+ for programmes at Level 3 or above will be no less than 100% of the LARS weighted funding rate by standard. Where the College fee is greater than the 100% LARS weighted funding weight, the difference will not be covered by a learning loan and will be payable by the learner directly to the College. In order to provide greater flexibility, the College reserves the right to offer fees at market rate, which may be below maximum loan value.
- 9.4** Course fees for Advanced Learning Loan learners are for the entire duration of their enrolled course and not per academic year.
- 9.5** Where a learner elects to pay fees using an Advanced Learning Loan and then withdraws early from the course their monthly loan payments to College will cease. In addition to the learner being liable to the Student Loans Company (SLC) for the amount of loan payment made to the College, the College reserves the right to recover the balance of fees due.
- 9.6** Learners will be informed prior to their enrolment of their fee obligations upon withdrawal via their 'Learning and Funding Information' letter.
- 9.7** If the learner provides evidence of a successful loan application, fees are then raised to Student Loans Company (SLC).



- 9.8** Learners wishing to enrol on a college course who have applied (or are intending to apply) for an Advanced Learner Loan, but who are unable to provide evidence of successful loan application at enrolment, will remain liable for fees until they can provide the college with evidence of a successful loan application. If loans have not been approved within two months of course enrolment date, the college reserves the right to pursue learners directly for payment.
- 9.9** The College will update the Student Loans Company of current enrolments monthly. This will inform the Student Loans Company of withdrawn learners. Change of circumstances may result in the re-assessment against the eligibility criteria and a change to the loan entitlement.
- 9.10** There will be a requirement for some learners to make a Disclosure and Barring Services application in order to undertake and complete their qualification. If a learner is already employed in a sector where a DBS application is mandatory we will expect the employer to have already completed and paid for the application on behalf of the learner prior to enrolment.
- 9.11** Whilst in the workplace, the provision of Health and Safety equipment is the responsibility of the employer. We actively encourage learners to use their own PPE within the college training environments. However, where possible we will loan PPE to apprentices should they not have their PPE with them at college.
- 9.12** Advanced Learning Loans are available to pay tuition and examination fees only. There will be no charge for mandatory trips and visit costs where it is deemed essential to the completion of the qualification. However, we will expect to recover the costs of all non-mandatory trips and visits from learners that choose to take part.
- 9.13** The College receives an Advanced Learner Loan Bursary from the Education and Skills Funding Agency (ESFA) to support learners from low-income backgrounds. All information relating to the bursary is published on the Learner support pages of our website and all enquiries should be directed to the Learner Financial Services team at **[learnerfinance@loucoll.ac.uk](mailto:learnerfinance@loucoll.ac.uk)**

## 10. ENGLISH AND MATHS PROVISION

**10.1** The provision of English and/or mathematics is enforced through the condition of funding for all 16-to-18-year-old home learners.

**10.1.1** For 16-18 home learners, full funding is provided to study towards GCSE in English language and maths Grades 9-4. (These have replaced old grades-A\*-C) or qualifications leading to a GCSE grade 9-4. Where the learner has not yet achieved a grade 9-4/A\*-C in these subjects, no fees can be charged to 16-18 learners in respect of this funding.

**10.1.2** Fees may be charged where a learner fails to complete a learning aim in the expected time span and stays on for additional time, including attending revision sessions or undertaking re-sits where funding has already been provided. (NOTE: This will only apply for English and maths if is a retake to improve a grade 4 or higher as anyone, of any age, wanting to improve from an A\*-C/9-4 grade, will be charged for exams fees, and could be charged for tuition fees.)

**10.1.3** Qualifications leading to a GCSE Grades 9-4. (These have replaced old grades-A\*-C) in English language and/or maths where the learner has not yet achieved a grade 4 in these subjects are not treated as retakes for funding purposes and as a result are fully funded.

**10.1.4** Learners aged 19 and over, excluding apprentices, are eligible for full funding to take GCSE English and maths (including IGCSE) if they do not currently have these qualifications at grades 9 to 4, or (Old GCSE Grades A\* to C) no matter what other qualifications they already hold. No course fees will be charged.

**10.1.5** If a 19+ learner wants to resit (which means just sit the exam) their GCSE English language and/or maths exam because they did not achieve a 9 to 4 grade, then examination registration fees will be charged. If the learner does not want to undertake any classes prior to the resit, then an appropriate administration fee will be charged to the learner. If a 19+ student who doesn't yet have a 9-4/A\*-C wants to retake (which means study and attend lessons) there will be no charge

**10.1.6** If a 19+ learner wants to retake their GCSE English language and maths exam because they did not achieve an old GCSE Grades A\* to C, they can only retake with additional learning because old GCSEs are now obsolete. Appropriate examination registration and tuition fees will be charged to the learner. Anyone, of any age, wanting to improve from an A\*-C/9-4 grade, will be charged for exams fees, and could be charged for tuition fees.

**NOTE: Resits and retakes are different things. Retakes are repeat study plus exam and resits are just repeating the exam.**

## **10.2** Exam Fees Chargeable to 19+ Learners.

**10.2.1** The College reserves the right to charge unpublicised examination or registration fees to learners in the following circumstances:

**10.2.2** Where the required attendance or completion of work in order to achieve has not been attained within the course duration.

**10.2.3** Where the learner fails without good reason to attend/sit the examination for which the College has paid the registration fee.

## **10.3** Charges may also be levied:

**10.3.1** Where a learner resits an examination resulting from an initial examination failure or where a learner resits an exam with the aim of achieving marginal improvements in grades. There will be an additional administration fee for resits where the learner does not undertake any tuition specifically relating to the exam. If a 19+ student who doesn't yet have a 9-4/A\*-C wants to retake (which means study and attend).

**10.3.2** Where a learner resits an examination, except for Functional Skills English and Maths Level 2, and GCSE English and Maths where the Learner does not already hold an A-C or (New GCSE Grades 9-4).

## **10.4** All exam fees owing should be paid before the registration process will take place.

## 11. HIGHER EDUCATION LEARNERS

**Please note that the information in this policy specifically relating to Higher Education (HE) learners supersedes any information relating to learners generally in the rest of the policy.**

- 11.1** The fee payable for full-time Home learners covers tuition, materials, mandatory visits and all associated assessment charges. The HE fees for 2023/24 are detailed on the college website.
- 11.2** Fees will not be charged for Health and Safety equipment where it is essential for learning to take place, the College will provide learners with an option to borrow this free of charge or purchase any essential equipment required to both support their learning and use outside of their learning/college environment. Learners studying on campus for a Loughborough University awarded Sports degree will be required to purchase a minimum amount of practical clothing for use in laboratory sessions, coaching and practical sport etc.
- 11.3** For learners starting in September, payment dates for HE learners who are not applying for a learner loan will be September, January and April, made in equal instalments. Note that if your start date differs from this, the payment plan may look different.
- 11.4** Most Home learners will be eligible for a full learner loan. If the learner provides evidence of a successful loan application, fees are raised to the Learner Loans Company (SLC) directly.
- 11.5** Learners wishing to apply for a Learner loan, but who are unable to provide evidence of successful loan application at enrolment will have their fees put on an invoice initially. Those Learners will remain liable for fees until they can provide the College with evidence of a successful loan application. The Chief Finance Officer will agree payment dates annually
- 11.6** The College will update the Student Loans Company (SLC) on current enrolments on a termly basis. This will inform the SLC of withdrawn learners. The SLC uses this data to confirm ongoing support for each learner, and will only continue to pay the college whilst the learner remains on- programme. Note that any change of circumstances may result in the re-assessment against the eligibility criteria and a change to the loan entitlement. (For the avoidance of doubt: Attendance on programme means active and on-going engagement with the activities and learning opportunities made available by the Provider within the course duration, including, but not limited to, scheduled learning and teaching activities".)

Where a learner elects to pay fees using a Student Loan and then withdraws early from the course their termly loan payments to College will cease. In addition to the learner being liable to the Student Loans Company (SLC) for the amount of loan payment made to the College to date, the College reserves the right to recover the balance of fees due to the end of that term.



- 11.7** Where a withdrawing learner feels that there is a sufficiently compelling reason why the fee, or a proportion of it, should be waived they **MUST** make their claim in writing within one month of their withdrawal date. In this instance the withdrawal date will be taken as date that the College Information Services (MIS) department were formally notified of the learner withdrawal (this may be different to the last date the learner attended their course). Please note that a fee waiver is very rarely granted save for medical grounds or a significant life event that prohibits the learner from continuing with their studies.

Requests will only be accepted in writing, addressed to the Chief Finance Officer, either by email to the following email **finance\_refunds@loughcoll.ac.uk**. Alternatively, to the Finance Office, Loughborough College, Radmoor Road, Loughborough, LE11 3BT. Please note that telephone requests will not be accepted.

- 11.8** Where a learner decides to intercalate, their fees will be charged on the number of units completed and achieved in-year with the balance payable when they return. Under normal circumstances we expect the learner to return the following year, where this is not the case the learner must make a formal request in writing to the college to have this period extended. This request should be made in writing to the Head of Higher Education, Loughborough College, Radmoor Road, Loughborough, LE11 3BT.

**HE.Queries@loughcoll.ac.uk**

**11.8.1** Should a learner decide not to return, the remaining fee for the year of study they withdrew from will become payable. This balance will not be funded by the SLC and will therefore become a personal debt.

**11.8.2** Learners who intercalate will not be able to re-enrol if they have any outstanding debts from previous years.

- 11.9** Where a learner wishes to re-take part of a full-time qualification the fee payable will reflect the number of credits being re-taken as a proportion of the total credits for that year.
- 11.10** HE fees are set on a course-by-course basis. These are the fees for new students starting with us in 23/24, however the tuition fee guarantee across the duration of a programme for all existing students, is still in force. This means that current students will continue to pay the fee when they started for the duration of their studies with us.

The **maximum** fees 23/24 are as below:

- BA - £8,250
- BEng - £8,950
- BSc - £8,950
- FdA (other than CYP) - £8,750
- FdA CYP - £7,500
- HND/HNC - £7,750
- Part time (BSc Sport Courses) - £4,500
- Part time (BEng) - £5,000
- Full Time International - £12,500

## 11. HIGHER EDUCATION LEARNERS (continued)

- 11.11** The College will actively encourage learners to purchase their own equipment, materials and uniforms for use within and outside college in pursuit of their qualification. Any requirements of this nature will be communicated to learners prior to and during enrolment. Learners unable to purchase their own kit and equipment may be eligible for Learner Support Funding. The application form and guidelines are published on our website and all enquiries should be directed to the Learner Financial Services team at **learnerfinance@lough.ac.uk**
- 11.12** The College reserves the right to charge a £40 administration fee to all HE learners who do not attend an examination for which they are registered and timetabled to attend.
- 11.13** A Charge of £40 will also be made to cover the cost of each resit/retake. This includes a £20 Administration fee. (See Exam Fee Chart –Appendix 2)
- 11.14** Where a learner secures accommodation from Loughborough College those fees are payable in line with the signed contract and relevant policy document relating to College managed learner accommodation.
- 11.15** The College may offer full cost higher education to individuals or employers separately to the higher education loan funded offer. In this case, a full cost fee will be determined using full cost model rates. In these cases, learners would be illegible for SLC tuition loans and would be subject to full fee payment by the College.
- 11.16** Employer Sponsored Learners whose fees are being paid by their employer must:
- supply written confirmation of sponsorship at enrolment. Learners with no confirmation of sponsorship will be required to sign a declaration confirming acknowledgement that they will remain liable for fees until they can provide the college with written confirmation of an appropriate sponsor. If sponsors have not been approved within two months of course enrolment date, the college reserves the right to pursue learners directly for payment.
  - the confirmation must be on company headed paper or an official email including company logo, be unconditional, dated and state the name of the learner & course, and signed by an authorised signatory (Who cannot be the learner).
  - the College reserves the right to recover the balance of fees due for the entire learning programme if the sponsored learner withdraws. In these cases, in addition to the fee recovered, the college also reserves the right to charge an administration charge of £40 to cover our costs.

## 12. INTERNATIONAL LEARNERS (UK STUDY)

**Please note that the information in this policy specifically relating to International learners supersedes any information relating to learners generally in the rest of the policy.**

**For fees purposes we classify learners as Home or International. The College needs to assess the immigration status of all International learners during the admission process to confirm eligibility to study and fees payable. We assess all cases against the same criteria, and this is in accordance with the government's guidelines.**

- 12.1** A useful summary of regulations can be found online in a guide produced by the UK Council for International Student Affairs (UKCISA) which can be found at: **[www.ukcisa.org.uk/Information--Advice/Fees-and-Money/Home-or-Overseas-fees-the-basics](http://www.ukcisa.org.uk/Information--Advice/Fees-and-Money/Home-or-Overseas-fees-the-basics)**
- 12.2** The fees that are paid by an International learner depend on the type and level of course studied. International fees are listed on the Loughborough College International website or are available from the International Office. For guidance on the cost of courses and eligibility, please contact the International Office. The International Office can be contacted on **[international@loughcoll.ac.uk](mailto:international@loughcoll.ac.uk)** or **+44 (0)1509 618045**.
- 12.3** For all international learners, a tuition fee deposit payment of £2000 (or the full fee if less than £2000) is due upon receipt of an unconditional offer. The balance of the tuition fees is then payable either before or at enrolment. Unfortunately, no payment plan or payment by instalments is possible during the 2023/24 academic year. For courses that are beyond one year in duration the annual fee for subsequent academic years is payable when the learner confirms their enrolment for each subsequent year.
- 12.4** The required deposit of £2000 (or the full fee if this is less than £2000) is non-refundable, except where an applicant's visa application is refused, and the applicant can provide a copy of the official refusal notice from UKVI. In such cases, the full deposit will be refunded to the learner, less a £250 administration charge. Loughborough College reserves the right to decline a refund request where an applicant's visa application has been refused on the grounds that fraudulent documents have been submitted to UKVI, or where the applicant did not follow the UKVI guidance and process for visa application submission.
- 12.5** Where an International Learner has commenced their studies under the 2023/24 fees policy pricing structure, they will remain on that pricing structure until they have completed the unbroken duration of their studies.
- 12.6** Learners will be expected to purchase their own equipment, materials and uniforms for use both inside and outside college in pursuit of their qualification. Any requirements of this nature will be communicated to learners prior to enrolment by the International Team.

## 12. INTERNATIONAL LEARNERS (UK STUDY) (continued)

- 12.7** Learners are expected to wear their PPE at all times where instructed to do so by their tutor. Any learner attending college without their PPE will be refused entry to workshops/teaching spaces where this is a mandatory requirement.
- 12.8** Where a learner secures accommodation from Loughborough College those fees are payable in line with the signed contract and relevant policy document relating to College managed learner accommodation.
- 12.9** Fees will not be refunded to any learner that pays for a resit/retake but who then chooses not to undertake the examination if the learner has already been registered with the awarding body.
- 12.10** Regardless of fees paid, or level of grades achieved in studies. Any sponsored international student falling below 85% attendance per month (or whose attendance falls below 70% for consecutive three months is in breach of Home Office student attendance rules and will be withdrawn unless there are exceptional and evidenced reasons for the non-attendance.



## 13. FULL COST RECOVERY AND SELF-FINANCING PROGRAMMES/ QUALIFICATIONS

- 13.1** The College runs several courses, which are not directly subsidised by Government Agencies, and therefore the sole source of income for these courses are the fees charged to the learner / employer / other sponsor. For such activity, we will charge a commercially viable rate reflecting market pricing and our delivery cost structure.
- 13.2** Learners enrolling at the College on courses that are funded by the ESFA (16-19) or (19+), and those learners accessing the Advanced Learner Loan will have access to apply to the relevant bursary/support fund for a contribution towards additional course related costs (subject to availability of funds and meeting eligibility criteria. Please refer to the Bursary policy. However, note that the College's Vice Principal – Learner Experience can override standard policy to assist learners who would otherwise be unable to attend college due to identified hardship circumstances (dependant entirely on the availability of funds for distribution.
- 13.2.1** NOTE: HE bursaries are considered in the HE OFFA agreement.
- 13.3** Where a course is longer than two months in duration and the overall fee is over £100 we accept 25% of the fee on enrolment with the remaining 75% payable collected by direct debit over the next three months. If the fee is unpaid by the due date, the college reserves the right to withdraw the learner from the course and refuse any certification/ acknowledgement of learning. The full fee remains payable.
- 13.4** Materials, registration, certification/examination and other course related costs will be included in the overall fee quoted, apart from any resit/retake fees which are payable on demand.
- 13.5** Fees will be charged for any required Health and Safety equipment (PPE) where it is essential for learning to take place. A learner can choose to purchase their own PPE, details of which will be provided by the course tutor to ensure that the correct PPE is purchased.
- 13.6** Learners are expected to wear their PPE at all times where instructed to do so by their tutor. Any learner attending college without their PPE will be refused entry to workshops/ teaching spaces where this is a mandatory requirement.

## 14. HELPING INDIVIDUALS AND EMPLOYERS PAY

- 14.1** The College may be able to assist learners suffering financial difficulties or hardship. We cannot directly provide a grant for learners to live on but may be able to help with costs such as travel to College, books and equipment. Eligibility criteria applies in most cases.
- 14.2** Learners enrolling at the College on courses that are funded by the ESFA (16-19) or (19+), and those learners accessing the Advanced Learner Loan will have access to apply to the relevant bursary/support fund for a contribution towards additional course related costs (subject to availability of funds and meeting eligibility criteria)
- 14.2.1** NOTE: HE bursaries are considered in the HE OFFA agreement.
- 14.3** Learners following Higher Education programmes are entitled to apply for loans and grants to support with their fee payments. In addition, there are also Maintenance loans and grants available for full-time HE learners, which are means tested and are to assist with living costs. HE Learners requiring support should be referred to the Learner Services team for further information.
- 14.4** For learners requiring Additional Learning Support (ALS), funds are available within the College to ensure additional support can be provided by qualified staff. Specific eligibility rules apply for ALS, so learners requiring additional learning support must be referred to the Learner Services Team for further information, guidance, assessment and support.
- 14.5** The College will continue to offer payment by instalment plans where paying the full fee upfront would create a barrier to learning.
- 14.5.1** At enrolment, we will seek evidence to support proof of identity and proof of address. Adults over 19 accessing the Advanced Learner Loans and HE learners are eligible for College part payment plans as long as the balance to be paid by the learner (not the SLC), is more than £100 and the programme is longer than 10 weeks in duration.
- 14.5.2** If you default on your payment plan, we also reserve the right to charge an administration fee of £40 to cover our administration costs.
- 14.6** When working with employers we will look to develop the most commercially attractive package for them. This will often include a mix of fully funded, co-funded and commercial fee recovery activity.
- 14.7** Where learners are unable to pay their fees through unforeseen, extenuating personal or financial circumstances they must contact the College's Finance Department at the earliest opportunity, where they will be advised and guided through various support options. This might include Career development loans, Learner Loans or assistance from our college learner support funds or a Bursary. All applications are judged on their individual merit, awards made will reflect the nature of the application and the overall availability of funding support. If support is declined, learners will be expected to pay the course fee in line with this policy.

- 14.8** Where individuals or employers' default on a fee payment and are unable to assure us that this position will be resolved quickly, we will implement a process of debt management which will restrict the learner from further activity at the College and will ultimately be passed to third parties for debt collection activities should payment not be forthcoming.
- 14.9** Loughborough College offers two 16-18 Bursary Funds; Enhanced Bursary and Discretionary 16-18 Bursary Fund. You will not need to indicate which one you are applying for as this will be evident from your application form. Please refer to the Bursary policy. However, note that the college's Vice Principal -Learner Experience can override standard policy to assist learners who would otherwise be unable to attend college due to identified hardship circumstances (dependant entirely on the availability of funds for distribution.)
- 14.10** Where learning programmes are delivered by partners on behalf of the College, the College will agree in advance with the partner whether the College or the partner will collect fees and the two parties will account between each other for the fees collected. This will be stated clearly in the contract between both parties using the costing model and a payment schedule to ensure transparency.
- 14.11** Please see the college Subcontracting Fees and Charges policy on the College website for further information

## 15. EXAMINATION / REGISTRATION FEES

- 15.1** Examination and registration fees for 16-18 learners, 16-24 learners with an EHCP or LDA, and Apprentices at all levels are included within the funding provided by the ESFA and additional fees cannot usually be applied to these learners. (Except for resit/retake costs, which are charged on demand, as appropriate, and in accordance with this policy)
- 15.2** All resit entries must be approved by Head of Department prior to acceptance by the College Examinations Team.
- 15.3** All co-funded adult learners and those not eligible for ESFA funding, will be charged a fee towards the cost of their examination / registration fees, and will be charged for resit/retake costs on demand as appropriate and in accordance with this policy.
- 15.4** All learners will be expected to pay for any resit/retake costs, which are charged on demand as appropriate and in accordance with this policy.

NOTE: All re-sit/retake fees will be applied to all learners at the Awarding Organisation rate at time of exam entry and are payable to the College prior to the examination entry being made.

- 15.5** All learners who do not attend a booked examination without a valid reason, and evidence to support their reason, regardless of if this is their first attempt or not; will be charged the examination fee at the Awarding Organisation rate at the time of entry. The College also reserves the right to charge a learner for any additional costs incurred by the College in the 'no show' for a booked exam (For Example: late Registration Fees).
- 15.6** Learners will be charged the cost for an awarding body to reprint any lost or missing certificates, where the loss is not the fault of the college and/or the awarding body.
- 15.7** Learners will be charged the cost for an awarding body to amend a learners' name and to reprint any certificates where any misspelling of the name is not the fault of the college and/or the awarding body.
- 15.8** Exams refunds; examination fees for any learner can be refunded only in situations where exam entry/registration submission to the Awarding Body has not been made. (Unless the college has cancelled the exam). Applications for refunds must be made in writing to the Senior Exams Officer, and will be dealt with on a case-by-case basis.



**15.9** Students in the final year of a full time study programme who are applying for university places which have an entrance examination. The college will pay for the entrance exam fees and host the entrance exams where it is possible to do so.

**15.9** Students requesting this option, who then do not attend an organised exam will be required to pay for any resits.

Incorrectly claimed certificates	Curriculum Team to pay for amend and reprint.	<b>Curriculum Area to pay</b>
Name Errors on certificates (Not the fault of Loughborough College or Awarding body misprint)	If student wishes to change the name on their certificate they will be charged for the cost of the replacement.	<b>Student to pay</b>
If a certificate is lost in the post (Not the fault of Loughborough College)	If the student does not keep us informed of their change of address through the correct process in a timely manner, (7 working days prior to the certificates arrival) they will be charged for the cost of a replacement.	<b>Student to pay</b>
	If the Curriculum Team has not informed Student Records of the students change of address through the correct process in a timely manner, (7 working days prior to the certificates arrival) the curriculum will be charged for the cost of a replacement.	<b>Curriculum Area to pay</b>

## 16. PAYMENT OF FEES

- 16.1** Payment of fees may be made by cash, credit or debit card, cheque or learner loan and in the case of instalments, by direct debit or learner loan.
- 16.2** All learners are encouraged to pay course fees at the point of enrolment; however, payments can be made by instalments according to the type and duration of the programme. The full outstanding amount will become payable immediately if the learner fails to meet instalment deadlines set. All claims for fee remission must be supported by appropriate evidence at the point of enrolment. Any claims for support from the Learner Support Discretionary Fund must be resolved before the start of the course otherwise payment of full fees is required before learners start a course.
- 16.3** If the fee is to be paid by a learner's employer, the following must be produced at the time of enrolment:
- written confirmation of sponsorship at enrolment. Learners with no confirmation of sponsorship will remain liable for fees until they can provide the college with written confirmation of an appropriate sponsor. If sponsors have not been approved within two months of course enrolment date, the college reserves the right to pursue learners directly for payment.
  - the aforementioned confirmation must be on company headed paper or an official email including company logo, be unconditional, dated and state the name of the learner & course, and signed by an authorised signatory (who cannot be the learner).

A copy of the confirmation will be passed to finance and an invoice will be raised immediately.

- 16.4** Where the total fee is less than £100 and/or where the course duration is 12 weeks or fewer learners must pay in full at the time of enrolment.
- 16.5** The full course fee will still be payable if a learner withdraws from the course and payment must continue to be made regardless of the learner withdrawing from the course.
- 16.6** Continuing Learners and Progressing Learners

**Definition - Continuers are on the same programme over more than one year and are returning for year two to continue.**

**Progressors are moving from a completed programme on to a new programme.**

### 16.6.1 Continuing Learner

Learners, who began a 2-year learning aim when they were aged 16-18 on 31 August of the year the programme of learning/qualification starts, will normally have their tuition fees waived when they continue into year 2 of their qualification. This includes if the learner has turned 19 by the time the second year starts. This does not apply to non-government subsidised courses (Full cost Fees) which are chargeable.

### **16.6.2** Progressing Learner

Any start of a new learning aim will be subject to fees for a learner aged 19 on 31 August of the year the programme of learning/qualification starts for full time FE course or 19 on the start date for part time courses.

## **16.7** Unpaid Fees

**16.7.1** Non-payment of fees or failure to agree acceptable terms of payment may result in one or more of the following:

- Physical access to the College being denied until fees are settled
- Withdrawal of the learner

**16.7.2** Non-attendance on the course is not a valid reason for non-payment of course fees and payment of instalments must be made for non-attended lessons unless absence is due to unforeseen serious medical reasons for which supporting evidence must be submitted.

**16.7.3** Learners with outstanding fees due to the College (debts) will not be permitted to enrol onto a new learning programme until the debt has been paid in full.

**16.7.4** Learners undertaking a two- year learning programme will not be permitted to progress to the second year of their course where fees relating to the first year remain unpaid until the debt has been paid in full.

**16.7.5** The College will use appropriate debt recovery procedures where learners breach the terms of their payment arrangement and will pass on all additional costs incurred in this process in the increase of the overall outstanding debt value.

**16.7.6** Where fees and instalments are not paid and every avenue to financially support learners in the payment of their fees has been exhausted, the College reserves the right to permanently exclude learners from their course and the College.

## **16.8** Refunds, transfers, deferrals (non-HE) and late starters

### **16.8.1** Right to Cancellation by the Learner

- Your statutory right under the Consumer Protection (Distance Selling) regulations 2000, allow a 7-day cooling off period for any enrolments completed on line only.
- The right to cancel starts the day the contract is agreed and ends 7 working days after the day the contract was agreed.
- Cancellation requests will only be accepted in writing, addressed to the Chief Finance Officer preferably by email to the following email **finance\_refunds@loughcoll.ac.uk**  
Or to The Finance Office, Loughborough College, Radmoor Road, Loughborough, LE11 3BT.

**Please note that telephone cancellations will not be accepted.**

## 16. PAYMENT OF FEES (continued)

### 16.9 Fee Refunds (General Principles) - Following the 7-day cooling off period

**16.9.1** In general terms, for any course of greater than two weeks duration, once a learner has attended for two weeks or more the full fee is payable. This rule applies to all courses, including self-financing activity. Where a learner withdraws within the first two weeks, or fails to start, and has paid a fee the college reserves the right to deduct a £40 administration fee to cover costs.

**16.9.2** Course fees are refundable where the course is cancelled prior to or after commencement due to low enrolment volumes. The College reserves the right to cancel learning programmes where enrolment numbers fail to meet the required level. Where the College cancels the course either a full refund will be issued or the learner given the option to transfer any payment made to a future/alternative course.

**16.9.3** Fee refunds will be approved where the College has cancelled a course, where there is a justified complaint, or in exceptional personal circumstances, at the discretion of the Chief Finance Officer or Senior Finance Manager.

**16.9.4** Non-attendance: If a learner withdraws from a course prior to its commencement, a refund will normally be given on request, subject to an administration fee, but the College reserves the right to recover fees if the refund would affect the course's continuing viability. This includes long 'non-funded' courses but excludes 'short' and bespoke courses.

**16.9.5** Early withdrawal (FE). If a learner withdraws after the taster period, full fees remain payable unless there is a proven significant change in an individual's circumstances.

**16.9.6** Should the college be unable to complete the provision, once started, learners who have had fees paid on their behalf by the Learner Loans Company (SLC) will have their loan obligation reduced to zero.

**16.9.7** Please note that any administration fees charged (instalment plans/credit checks) will not be refundable.

**16.9.8** Course fees will not be refunded where course closure is temporary due to fire, flood or other force majeure, adverse weather conditions or industrial action.

**16.9.9** All home learners' tuition fees will include a non-refundable administration fee of £40.

**16.9.10** No refund will be given if the recipient is a debtor to the College.

**16.10 Fee Refunds (HE)**

**16.10.1** Where a HE learner elects to pay fees via a learner loan, SLC will make payments to College per term, or part term attended. After the one-week 'taster' period, SLC will pay College as follows: for attendance in term one (25%), for any attendance in term two (25%) and for any attendance in term three (50%).

**16.10.2** Loan learners, who withdraw from their course early, will have their loan liability reduced in line with the SLC payment schedule.

**16.10.3** Learners paying their own fees directly, who withdraw from their course early, will have their fee liability reduced in line with the SLC payment schedule.

**16.10.4** Where HE fees are paid by a sponsor, in the event of learner withdrawal, full fees remain payable after the taster period has elapsed.

**16.10.5** Refund requests will only be accepted in writing, addressed by email to

**finance@loughcoll.ac.uk**

or by written post to:

**Chief Finance Officer  
Loughborough College  
Radmoor Road  
Loughborough  
LE11 1BT**

**Please note that telephone cancellations will not be accepted.**





## 16. PAYMENT OF FEES (continued)

### 16.11 Refunds for Overseas Learners

**16.11.1** Tuition fees are non-refundable. However, in the exceptional circumstances of a learner's chosen programme of study being cancelled by the College, a full refund will be made.

**16.11.2** The required deposit of £2000 (or the full fee if this is less than £2000) is non-refundable, except where an applicant's visa application has been refused and the applicant is able to provide a copy of the official refusal notice from UKVI. In such cases, the full deposit will be refunded to the learner less a £250 administration charge.

**16.11.3** Loughborough College reserves the right to decline a refund request where an applicant's visa application has been refused on the grounds that fraudulent documents have been submitted to UKVI or where the applicant did not follow the UKVI guidance and process for visa application submission.

**16.11.4** If an applicant pays a deposit of more than £2000 and notifies the College in advance (before the start date quoted on the applicant's CAS/ visa letter or, in the case of non-Tier 4/ Short-Term Study applicants, their offer letter) that they will not be taking up their place, they may apply for a refund of the fees paid minus the compulsory deposit of £2000. In cases of visa refusal, applicants will be entitled to a full refund of fees paid, less a £250 administration charge, providing the above conditions are satisfied.

**16.11.5** Deposits may be transferred by an applicant to an alternative course or alternative start date for a maximum of two academic years. After this time, applicants will forfeit their deposit.

**16.11.6** It is not possible to transfer a deposit from one learner to another.

**16.11.7** Deposits are not refundable if applicants fail to meet the entry requirements for their course. Therefore, applicants are advised to wait until their offer is confirmed before making the required payment. Places will be held for confirmed offer holders who have returned a completed Acceptance Form.

## **16.12** Transfers

**16.12.1** Where a learner transfers from one course to another the following apportionment of in-year fees will be calculated: -

- 1st Term Transfer  
100% of new course - plus any non-returnable exam fees paid by the college for the original course.
- 2nd Term Transfer  
34% of original course - plus any non-returnable exam fees paid by the college for the original course + 66% of new course
- 3rd Term Transfer  
66% of original course - plus any non-returnable exam fees paid by the college for the original course + 34% of new course

**16.12.2** For HE learners intercalating and FE learners wishing to defer, this will only be considered where there is medical evidence to support the deferral request.

**16.12.3** Should the course not run in the following year the learner will either be offered credit against another course or a fee refund for the fee paid at the time of their deferral.

**16.12.4** Late starter tuition fee arrangements for all learners are as follows:

- late starters in Term 1 will be liable to pay the full year's course fees, plus all additional costs such as exam registration and fees, non-essential trips, PPE and equipment.
- late starters in Term 2 will be liable to pay for two thirds of the full year's course fees, plus all additional costs such as exam registration and fees, non-essential trips, PPE and equipment.
- late starters in Term 3 will be liable to pay for one third of the full year's course fees, plus all additional costs such as exam registration and fees, non-essential trips, PPE and equipment.

## **16.13** Payment of Refunds

**16.13.1** The College administration charge and any external fees already paid over to awarding or other bodies will not normally be refunded unless the course is cancelled or changed by the College.

**16.13.2** If a refund is approved, the College's preferred payment method is BACS. In any event, the learner will not incur any fees as a result of this refund.

Any correspondence regarding fees and charges should be addressed by email to **finance@loughcoll.ac.uk**

or by written post to:

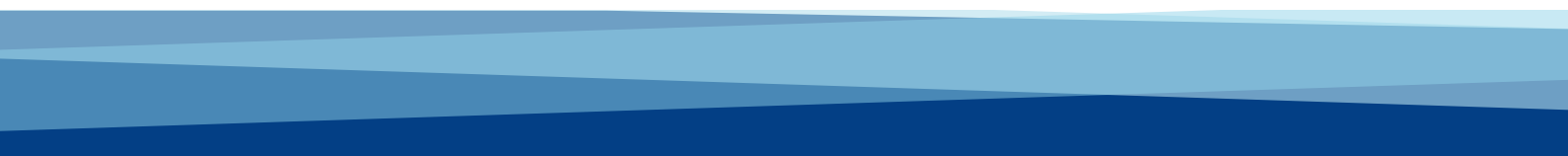
**Chief Finance Officer, Loughborough College, Radmoor Road, Loughborough, LE11 1BT**

## **17. EQUALITY AND DIVERSITY STATEMENT**

An Equality Analysis has been conducted and any necessary amendments made to the policy.

## **18. GDPR STATEMENT**

A GDPR Analysis has been conducted and any necessary amendments made to the policy.



## 19. LINKED POLICIES AND PROCEDURES

- Learner Recruitment Policy
- HE Exams Policy
- Post Result Service
- Fees refund policy
- Fees and Charges Policy
- Car parking policy
- Student Vehicle Registration Process
- Learning Support Policy
- Exams additional costs-Policy and process
- Exams Appeals policy
- Subcontracting Fees and Charges Policy
- Fees and Charges Policy
- Fees refund Policy
- Data Protection Policy
- Privacy Notice- Students
- Student Trips and Visits Consent Form
- Student Uniform and Materials Order Form

## 20. LOCATION AND ACCESS TO THE POLICY

Website, SharePoint and Clearview.

## APPENDIX 1: PAYMENTS

Tuition/Registration fees/exam fees and instalment plans

### APP 1.1 Instalment Plans

**APP 1.1.1** If a course is more than £100 and two months in duration an instalment plan of up to 3 instalments is available. For non-HE courses, a deposit of 25% must be paid at enrolment followed by three equal instalments thereafter, usually commencing one month after the course start date and monthly thereafter.

**APP 1.1.12** The first payment must be made on enrolment; the remaining payments are due on the agreed dates included on the part payment agreement from this date.

**APP 1.1.13** A direct debit mandate must be completed by the learner at the time of enrolment for all instalment plans. If a direct debit instalment fails, then the debt immediately becomes liable in full from the learner.

**APP 1.1.14** Instalment plans are not available for companies where they are sponsoring a learner or learners.

**APP 1.1.15** If a learner withdraws, before all instalments have been received, we will still require all future instalments to be paid and will seek to recover any outstanding balance on their account.

### APP 1.2 Learners aged 19 and over accessing Advanced Learner Loans

**APP 1.2.1** Where a prospective learner chooses to access an Advanced Learner Loan and decides to pay some or all the fees themselves then an instalment plan is available if the fee is over £200 and greater than 10 weeks in duration. In this case, an instalment plan over three instalments is available.

**APP 1.2.2** Where a learner has not yet applied for a learning loan or has not yet received confirmation that the SLC will be paying the fee then support will be provided by Learner Financial Services to ensure that the loan is in place before the learner is enrolled.

### APP 1.3 HE Tuition Fees

**APP 1.3.1** A direct debit instalment plan can be set up for all HE learners where they are unable to provide evidence from the SLC that they will be paying the College. An application request made by the learner is insufficient evidence. The learner will be liable for the fees until the SLC have confirmed they are paying.

**APP 1.3.2** A direct debit instalment plan is available to learners whose fees are over £500 and greater than ten weeks in duration and for HE learners the instalment dates will fall in line with HE learner loan payments – September, January and April. The learner can arrange a date beyond the first of the month through the Finance Department.

**APP 1.3.3** For Part Time HE learners the same instalment plans as Part Time FE courses are available.

**APP 1.4** Employer/Sponsor payments

**APP 1.4.1** The learner is ultimately liable for their course fees, except for Apprentices, where the Employer is always liable as per the signed contract.

**APP 1.4.2** If a learner's employer or sponsor/third party is paying all or part of the fees, the employer/sponsor is required to complete either the college sponsor form, signed by a senior responsible person of the organisation such as a Company Director, or supply written confirmation of sponsorship at enrolment. The confirmation must be on company headed paper or an official email including company logo, be unconditional, dated and state the name of the learner & course, and signed by an authorised signatory (Who cannot be the learner).

Until either the college sponsor form, or written confirmation has been received, the learner is liable for the fees and the college can set up instalment plans in line with this policy. In signing the sponsor form or letter, the sponsor/employer will remain liable for the fees identified on the form regardless of any change in circumstance/relationship with the learner.

**APP 1.4.3** If the learner's employment circumstance changes and they are no longer employed by the company originally supplied as the sponsor, the employer/sponsor will remain liable for any outstanding fees.

**APP 1.5** Default on instalment plans/payment of fees

**APP 1.5.1** If a learner defaults on their instalment plan, the college will communicate with the learner requesting payment. Initially this will be carried out by the Finance team.

**APP 1.5.2** If after seven days the learner has not paid or agreed when payment will be made the instalment plan will be cancelled and the full amount of the course will become immediately payable.

**APP 1.5.3** Curriculum managers working in collaboration with Learner Services and the Finance Team will be provided with a list of all learners who have defaulted on their payments. They will be required to work with the Finance Team, tutors and learners in collecting the fees. Meetings should be held with individual learners to provide support. Any special arrangements for payment of fees must be approved by the Finance Team.

**APP 1.5.4** Learners may be removed from the course if they fail to make payment for their course fees. Learners may also not be entered for examinations until such time that fees are paid. Outstanding balances may be pursued through the Small Claims Court; learners will be advised that this may affect their ability to secure credit in the future. Any future enrolments will be prevented if the learner has any outstanding debt on their account.

**APP 1.5.5** If fees are still not collected, the curriculum area will incur the cost/provision of the bad debt being written off, to reflect the true income generated by the respective area.

**APP 1.5.6** Where the College incurs additional costs arising from our debt recovery procedures (referral fees to debt recovery agencies and/or legal representation costs) we will pass these costs onto the learner and seek to recover them alongside the original outstanding debt.

**APP 1.5.7** Higher Education learners who fail to keep up their instalment payments and consequently have outstanding fees at the completion of their studies will be refused graduation (and attendance at the Graduation Ceremony)

**APP 1.5.8** All deposits will be retained if the recipient is a debtor to the College.



## APPENDIX 2: TUITION FEES ELIGIBILITY

**Funding your course may be easier than you think. To see if you qualify for funding support with your tuition fees, see the table below:**

AGE AND STUDENT CIRCUMSTANCE									
COURSE LEVEL	16-18	19-23 AND RECEIVING BENEFITS/LOW INCOME		19-23		24+ AND RECEIVING BENEFIT/LOW INCOME		24+	
		First time studying this qualification	Completed a qualification at this level previously	First time studying this qualification	Completed a qualification at this level previously	First time studying this qualification	Completed a qualification at this level previously	First time studying this qualification	Completed a qualification at this level previously
ESOL	★	★	★	★	★	★	★	★	★
ENTRY LEVEL	★	★	★	★	★	★	★	★	★
ELIGIBLE LEVEL 1	★	★	★	★	★	★	★	★	★
ELIGIBLE LEVEL 2	★	★	★	★	★	★	★	★	★
ELIGIBLE LEVEL 3	★	★	★	★	★	★	★	★	★
LEVEL 3 FREE COURSES FOR JOBS OFFER	★	★	★	★	★	★	★	★	★
★ Eligible for funding, no fee to pay!				★ Not eligible for funding, likely to have to pay!			★ Not eligible for free funding, however Advanced Learner Loans are an option instead!		

STUDENT CIRCUMSTANCES REQUIRED FOR POSSIBLE FREE TUITION		
IN RECEIPT OF BENEFITS	EMPLOYED, CLASSIFIED AS A "LOW WAGE EARNER"	STUDYING A QUALIFICATION AT CHOSEN LEVEL, HAVING NOT ALREADY ACHIEVED ONE BEFOREHAND
<p>In receipt of the following benefits:</p> <ul style="list-style-type: none"> <li>• Job Seeker's Allowance (JSA)</li> <li>• Employment Support Allowance (ESA)</li> <li>• Universal Credit OR • Unemployed (or on low wages**) and on other benefits and looking to engage with a course that will help you to gain employment.</li> </ul> <p>**Take home pay (disregarding Universal Credit payments and other benefits) is less than £617 a month (learner is sole adult in their benefit claim) or £988 a month (learner has a joint benefit claim with their partner)</p>	<p>Not in receipt of benefits and in receipt of low wage (Earn less than £20,319 gross, and be able to evidence this through wage slip/employment contract/Universal Credit statement)</p>	<p>When enrolling, if the course you are joining will be the first time you have attained a qualification at this level, then (for eligible qualifications only) it is possible to have this funded for you, with no fees to pay.</p>

*\* Some courses are defined as full cost and as such do not qualify for free tuition. Other courses are also not eligible for adult funding.  
All of the above information applies to students who have resided in the UK/EEA for the past 3 years and are eligible for home funding.*

## Benefits

If you get any benefits including any of the following means tested benefits and are not working, you may be able to get free tuition;

Benefit
Job Seekers Allowance
Employment Support Allowance
Working Families Tax Credit
Council Tax Benefit
Pension Tax Credit
Income Support
Housing Benefit
Universal Credit

*To get free tuition we will need to see your benefit documents or a CURRENT letter of eligibility (a UB40 is not acceptable) with your name on it.*

## Identification Evidence

We are required to confirm positive identification of all students. Therefore, at enrolment you will be required to provide one of the following forms of identification;

Passport (current)
Visa (current) if applicable
National Identification card
ARC Card (Biometric card)
Home Office decision/support letters
National Insurance Card or letter
Full/Provisional Driving Licence
Birth Certificate
EEA Share Code, evidencing current residential status in the UK

## APP 2.2 Apprenticeship Fee Responsibility Summary.

Employer description	Apprentices starting after 01st April 2019	Level	Learner Fee	Employer Contribution	ESFA Contribution
Non-Levy paying Small* Employer *fewer than 49 employees on average in 365 days preceding apprentice start date	Apprentice aged 16-18 at start	All	0	0% of funding up to band maximum, plus negotiated additional payment if required to deliver the apprenticeship.	100% of funding up to band maximum
	Apprentice aged 19-24 at start with an eligible EHC Plan or Care Leaver status, declared to the employer	All	0	0% of funding up to band maximum, plus negotiated additional payment if required to deliver the apprenticeship.	95% of funding up to band maximum
	Apprentice aged 19+ at start	All	0	5% of funding up to band maximum, plus negotiated additional payment if required to deliver the apprenticeship.	95% of funding up to band maximum
Non-Levy paying Employer, not Small	All apprentices	All	0	5% of funding up to band maximum, plus negotiated additional payment if required to deliver the apprenticeship.	95% of funding up to band maximum
Levy paying Employer	All apprentices	All	0	100% of funding band maximum paid from Levy funds, plus negotiated additional payment if required to deliver the apprenticeship.	0%
Levy paying Employer, insufficient levy funds available. If this situation occurs in any given month ESFA will first use any levy funds available, and the deficit will be co-funded as follows.	All apprentices	All	0	5% of funding up to band maximum, plus negotiated additional payment if required to deliver the apprenticeship.	95% of funding up to band maximum

## APPENDIX 3 – RESIDENCY REQUIREMENTS FOR ACCESSING FUNDING

### Under the age of 19

For under 19 on 31 August 2023, the learner is home fundable if they have a UK passport, or are otherwise legally in the UK for any reason other than specifically to study, as long as they are accompanying family who has the right of abode or leave to enter.

### Aged 19 and over

For 19+ on 31 August 2023 onwards, there are numerous ways in which a learner can be funded. Each case will be looked at and assessed, however, broadly, the following are funded; \*\*

- A UK passport holder, and has been living in the UK or EEA for the last 3 years
- An Irish passport holder, and has been living in the UK or Ireland for the last 3 years
- A EEA passport holder who has lived in the UK since before 1st January 2021, and has lived in the UK or EEA for the last three years, and has Settled or Pre-Settled status
- Other non UK or EEA students may be funded if they are legally living in the UK, and has EU Settled or Pre-Settled status, and has lived in the UK for the last 3 years (not including time spent here for educational purposes), or is the husband, wife, civil partner, child, grandchild, dependent parent or grandparent of, and has lived in the UK or EEA for the last 3 years (not including time spent here for educational purposes), and has Settled or Pre-Settled status
- Other non UK or EEA students, whether they have lived in the UK or EEA for last 3 years or not, if they have one of these statuses;
  - Refugee
  - Discretionary Leave to Remain
  - Exceptional Leave to Remain
  - Indefinite Leave to Enter or Remain
  - Humanitarian Protection
  - Leave outside the rules
  - Persons granted leave under one of the Ukrainian Schemes
    - Individuals with leave to enter or remain in the UK under the Ukraine Family Scheme
    - individuals with leave to enter or remain in the UK under the Ukraine Extension Scheme
    - Individuals with leave to enter or remain in the UK under the Ukraine Sponsorship Scheme (Homes for Ukraine)

- The husband, wife, civil partner or child of any of the above in the first 8 bullet points in this list
  - Section 67 of the Immigration Act 2016 leave
  - Calais leave to remain
  - Persons granted leave under one of the Afghan Schemes
    - Individuals with leave to enter or remain in the UK under the Afghan Citizens Resettlement Scheme. (ACRS)
    - Individuals with leave to enter or remain in the UK under the Afghan Relocations and Assistance Policy (ARAP)
    - British Nationals evacuated from Afghanistan under Operation Pitting
    - British Nationals evacuated from Afghanistan by UK government before 6 January 2022
  - Asylum seekers if they have lived in the UK for 6 months or longer, or are receiving local authority support
  - A person granted stateless leave (a person who has leave to remain as a stateless person under the immigration rules- within the meaning given in section 33(1) of the Immigration Act 1971) is eligible for funding if they have been ordinarily resident in the UK and Islands throughout the period since they were granted such leave.
  - The spouse or civil partner of a person granted stateless leave is eligible if they were the spouse or civil partner of the person on the leave application date and have been ordinarily resident in the UK and Islands throughout the period since they were given leave to enter or remain in the UK. "Leave application date" means the date on which a person is granted stateless leave made an application to remain in the UK as a stateless person under the immigration rules.
  - The child of a stateless person, or of the stateless person's spouse or civil partner, is eligible if they were the child of the stateless person or the child of the stateless person's spouse or civil partner on the leave application date, were under 18 on the leave application date and have been ordinarily resident in the UK since they were given leave to enter or remain.
- \*\*It should be noted that for learners aged 19 and over, eligibility for funding due to residency above does not automatically mean that funding will be granted. It may also depend on other factors such as previous qualification level and income. (The Student Recruitment team can advise on individual cases)

# Loughborough

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