



## FEES POLICY

This policy is available on-line at: [www.tynecoast.ac.uk](http://www.tynecoast.ac.uk)

- We will consider any request for this policy to be made available in an alternative format or language. Please contact: Head of Marketing.
- We review our policies regularly to update them and to ensure that they are accessible and fair to all. We welcome suggestions for improving the accessibility or fairness of this policy.
- All our policies are subject to equality impact assessments\*. We are always keen to hear from anyone who wishes to contribute to these impact assessments. Please contact: Head of Student Services.

\*Equality Impact Assessments are carried out to see whether the policy has, or is likely to have, a negative impact on grounds of: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex or sexual orientation

Approved by:	Version:	Issue Date:	Review Date:	Contact Person:
SEG F&R Committee Board	v.12	March 2021	March 2022	Head of MIS

**Equal Opportunities:            Impact Assessed**

**POLICY NUMBER 23**

## **1.0 INTRODUCTION**

- 1.1 The College is committed to a transparent fee structure that informs individuals and companies about the costs of study and examinations and also any exemptions to the payment of fees
- 1.2 The College currently provides programmes of learning for students aged 14 upwards on a full time, part time and flexible basis and at levels Entry to Level 6. The College receives grants from a number of funding sources, primarily the Education & Skills Funding Agency (ESFA), Office for Students and North of Tyne Combined Authority to cover some of the costs of running these programmes for students over the age of 16. These agencies also set out circumstances in which they will provide funding to cover the entire cost of a programme.
- 1.3 All students on publicly funded programmes who are over the age of 16 and under the age of 19 on 31<sup>st</sup> August of the relevant academic year receive free tuition, where they are not receiving funding for other provision at a different provider. Students on publicly funded programmes who are 19 or older on 31<sup>st</sup> August of the relevant academic year may be required to pay a tuition fee, together with any relevant examination and/or materials charge. Charges may also be applied for external visits and some examination re-sits. Fees and other charges can be paid by the individual learner, an employer or another sponsor depending on the type of programme.
- 1.4 Students on higher education courses supported by the Office for Students (OfS) – (previously HEFCE) are required to pay an annual tuition fee and these are regulated by OFFA (Office for Fair Access to Higher Education) and are published in accordance with Consumer Law.
- 1.5 For courses where Advanced Learner Loans apply, no public funding is available. Learners have the option of paying course fees via an Advanced Learning loan or making arrangements to pay the fee directly. The ESFA set a course specific maximum rate that may be charged for learners studying with an Advanced Learner Loan. The tuition fee for these courses will be determined on the basis of market demand up to a maximum of the equivalent publicly funded rate.
- 1.6 For courses described as ‘full-cost recovery’, where no element of public funding is received, the College has flexibility to determine fee levels based on market demand.
- 1.7 Overseas students will be charged a fee which reflects the full costs of the tuition being offered.

## **2.0 POLICY STATEMENT**

- 2.1 In setting tuition fees, the Governing Body requires the College’s Executive Group to be sensitive to the fee income expectations of funding bodies, to local needs, to the ability of individual students/clients to pay and to the fees being charged by other providers.

- 2.2 The schedule of tuition fees is reviewed annually and changes are approved by the Board of Governors in advance of any prospectuses and course information being published for the forthcoming academic year.
- 2.3 The ESFA's funding methodology includes an Assumed Fee Element (AFE) as part of programme funding. The AFE will be set as the default tuition fee for full and part-time courses. Such fees will be remitted in full for all eligible learners as laid down in the ESFA or other appropriate funding body's guidelines.
- 2.4 Where the assumed fee has been identified as a barrier to recruitment because of competitor pricing policy, fees may be reduced to a rate which reflects the market position. Likewise, a premium may be charged where market conditions allow. These variations will be validated by the College's Executive Group at the time of curriculum planning.
- 2.5 In addition to a tuition fee, other charges may be applied to some courses, for example, for use of materials or field trips. For 16-18 year old learners, appropriate materials can be borrowed from the College and returned, should individuals not wish to purchase items for personal use only. For adult learners who are fully funded by the ESFA (i.e. no tuition fee charged) or for learners accessing an Advanced Learner Loan, a materials charge may be applied in such cases where learners wish to use or retain the materials provided outside of the College environment e.g. food, artwork, flowers.
- 2.6 All learners will be informed, at interview, by a statement in the prospectus, and prior to enrolment in their first year, that the appropriate fee must be paid and that fees are reviewed on an annual basis. The College will levy fees at the start of the course and will expect payment to be made prior to or at the point of enrolment. Payment, evidence of entitlement to fee remission or application for Loan funding must be provided before or at the time of enrolment. If evidence is not available at enrolment, then the student must sign an Acceptance of Fees document and be required to pay a deposit that will be refunded once the evidence is submitted.
- 2.7 Different payment arrangements are in place for overseas students who must pay their course fees in advance in order to allow the College to meet UKVI requirements.
- 2.8 The College reserves the right to take appropriate action against defaulters to encourage them to make appropriate arrangements to pay their fees. These actions may include withdrawal of student facilities (e.g. library cards, IT access) and suspension from class until the point that the learner has made appropriate arrangements to pay their outstanding fees. Learners with outstanding College debts will not be allowed to re-enrol until those debts are cleared in full. Certification and references will be withheld.
- 2.9 The College also reserves the right to pursue defaulters through the College Credit Controller, the appointed College debt collection agencies and ultimately the courts if deemed necessary.
- 2.10 This tuition fee policy may only be waived for individual students with the written authorisation of the Chief Financial Officer or nominated Deputy.

### **3.0 FEES PAYABLE**

- 3.1 For 2021/22, the ESFA funding base rate includes 50% assumed income for learner tuition fees. This will be the default position for fees charged referred to in 2.3 above.
- 3.2 Tuition fees will be remitted in full for those adult learners who are eligible to be fully funded by the ESFA as published in the annual Funding Guidance documents. Students aged 16-18, whether classroom based or Apprentices will receive free tuition, unless they are studying with another provider at the same time.
- 3.3 Examination fees and registration costs which are not covered by tuition fee remission referred to in 3.2 above remain payable by learners over 19. Some examination re-sit fees may be payable by learners aged 16-18. The College reserves the right to charge an administration fee if students fail to attend an agreed examination.
- 3.4 For ESFA funded Apprenticeship programmes costs will vary according to the apprenticeship framework or standard being undertaken. The Total Negotiated Price (TNP) is agreed between the employer and the College upon learner sign-up. Employers who contribute to the Apprenticeship Levy scheme will not be required to pay additional fees. Employers who are not part of the Apprenticeship Levy Scheme will be asked to pay a 5% towards the costs of learning.
- 3.5 Learners on Full Cost Recovery courses (courses for which we receive no funding) will not be allowed to have their fees waived. Full Cost courses will be charged at a commercial rate which covers delivery and overhead costs.
- 3.6 Higher Education programmes do not qualify for fee remission regardless of age or whether the learner is in receipt of a means tested benefit. HE fees will be charged at a differential rate for full time and part time students.
- 3.7 HE Learners are expected to pay on enrolment, unless their employers are paying or they are awaiting a decision from the Student Loan Company (SLC). They are informed to bring a copy of the SLC document when received, and if this shows that the SLC will not pay, the student will be invoiced. Where the employer has agreed to pay the fees, a sponsor letter confirming this must be provided.
- 3.8 Learners who are on a HE course at the College funded via a partner university (e.g. Sunderland) shall be subject to their fee and fee remission policies.
- 3.9 Learners who are eligible for Advanced Learner Loans must sign an Acceptance of Fees statement, acknowledging that they are liable for the tuition fee balance in the event of withdrawal from their course. The balance represents any difference between the course fee and amounts paid to the College via the Student Loans Company. Loan Company confirmation should be provided prior to enrolment or within 2 weeks of starting the programme.
- 3.10 For learners who withdraw and whose fees have been partially paid by the Student Loans Company, i.e. via Higher Education Loans or Advanced Learner Loans, the

College may determine to review the balance of fees invoiced, dependant on validation of the individual learner's circumstances.

- 3.11 Learners on provision funded through the ESFA Community Learning budget may be required to pay a tuition fee unless they meet specific criteria. Learners who do not meet the ESFA's funding criteria will still be allowed to take part in the learning activity but will be expected to make a modest contribution to the cost of the learning.
- 3.12 Full cost fees are generally set with regard to market forces but taking account of inflation and increased costs.

#### **4.0 ASSISTANCE WITH FEES**

- 4.1 Students will be advised that tuition fees may be paid in instalments under the terms of the College's instalment plan and as agreed by the Finance Office. These terms cannot exceed 12 months duration.
- 4.2 For some eligible learners, tuition fees may be covered by the Discretionary Learner Support Fund. This is subject to individual applications and the amount of support funding available.
- 4.3 Students who are in financial hardship can also apply for financial assistance to cover the costs of travel, lunches and other course expenses via the 16-19 Bursary fund, the Adult Discretionary Learner Support Fund and the Advanced Learner Loans Bursary fund.
- 4.4 The College works in close partnership with North Tyneside Council Adult Learning Alliance and may wish to acknowledge concessions offered by the Local Authority in any jointly marketed provision.
- 4.5 Learners who are funded through the Community Learning budget are not eligible for any other financial assistance. Costs related to the learning such as travel, childcare or equipment costs must be borne by the learners themselves.

#### **5.0 TUITION FEE REFUNDS**

- 5.1 In circumstances where the College has significantly changed advertised programmes, tuition fee refunds will be granted where authorised by the Chief Financial Officer or nominated deputy. Refunds or reductions in fees will only be given automatically if a course is cancelled or postponed.
- 5.2 Students, or their sponsors as appropriate, must sign an Acceptance of Fees declaration which specifies the following refund policy in the event of withdrawal from a course:
- Full refunds will be given for withdrawals up to one week before the course start date unless specific terms and conditions apply e.g. Marine full cost short provision – see Appendix 1.

- With respect to a withdrawal within the 7 days prior to and the first 2 weeks after the course start date, 33% of the course fees paid will be retained to cover administrative costs. The balance will be refunded to the student.
- With respect to withdrawals after this 2 week period then no refund will be made.

5.3 In exceptional circumstances written requests for refunds relating to personal factors will be considered by the Chief Financial Officer and an ex gratia payment or credit note may be issued. An administration fee may be charged.

## **6.0 CONTROL OF THIS DOCUMENT**

6.1 This document was prepared by, and is issued, controlled and modified by the Head of MIS after due authorisation from the Corporation Board. The latest version of the document will be maintained on the College Intranet.

Appendix 1

<b><u>TERMS &amp; CONDITIONS</u></b>	
<i>This constitutes the agreement between South Tyneside College and "The User"</i>	
<p>WHEREAS</p> <p>A. The College has agreed to make available to: named employees of the company or the individual (The User) detailed in the Schedule to this Agreement the appropriate facilities of the College which term shall include all instruction, training and supervision provided in connection with the proposed course on the usual commercial terms of the College.</p> <p>B. As the basis of the business transaction which the College has entered with the User, the College excludes insofar as permissible at law, any liability for all loss, damage and costs incurred by the User as a result of its use or intended use of the Facility by the User and its employees upon the terms of this Agreement.</p> <p>NOW IT IS HEREBY AGREED as follows:</p> <p>1. <u>Exclusion</u></p> <p>1.1 The User acknowledges and agrees that any advice or instruction of any kind provided by the College or any of its employees to the User and its employees shall be regarded as being of general application only and the User AGREES THAT THE College shall not owe the User any duty of care, and shall not therefore be liable, (only insofar as permissible at law) for or in respect of any loss, cost, charge, expense or otherwise incurred by the User in respect of any such advice or instruction or its applicability or otherwise to any design, construction or other project, or any other use, which may be contemplated or put into effect by the User following its use of the Facility.</p> <p>1.2 The User acknowledges that the College is an educational establishment and does not hold itself out as a professional or expert adviser in the business of the User and the User having satisfied itself that the general instruction and training afforded by the College (as detailed in curriculum and course details supplied by the College to the User) is suitable for the User's needs, it is therefore reasonable for the College to exclude its liability in respect of any reliance by the User on advice or instruction given by the College.</p> <p>2. <u>Limitation</u></p> <p>Whilst the College will make every effort to provide the Facility at such times and to such degree as the User shall have reasonably required when contracting with the College, in the event that the College is unable to make the Facility available to the User at such times and to such degree, the College's aggregate liability in respect of any claim made by the User for any costs, expenses, loss or damage it may have incurred as a result of unavailability shall be limited to a reimbursement of any course or training fee paid by the User to the College in respect of the User's use of the Facility.</p>	<p>3. <u>Indemnity</u></p> <p>The User shall:</p> <p>3.1 make good to the College all loss and damage suffered by the College as a result of any act, omission or default of the User or its employees in their use of the Facility and shall indemnify the College against all actions, claims, liabilities, costs and expenses arising out of such acts of defaults, and</p> <p>3.2 indemnify the College in respect of all claims, proceedings, costs and expenses made or brought against the College in respect of death, personal injury, loss or damage caused to or suffered by the College and arising from the use of the Facility by the User, its employees or agents unless such death or personal injury shall be proven to be the direct result of the negligence of the College, its employees, servants or agents.</p> <p>4. <u>Insurance</u></p> <p>The User acknowledges the exclusion and limitations of liability and the indemnities contained in Clauses 1-3 above and accordingly notes and agrees that it will maintain adequate insurance to a level reasonably satisfactory to the College and shall produce to the College upon request copies of such insurance policies.</p> <p>5. <u>Cancellation</u></p> <p>The College reserves the right to cancel any course in unavoidable, exceptional circumstances. In this case all course fees paid will be refunded. <i>Delegates that fail to attend on the start date of the booked course and have not provided 3 weeks (15 working days) written notice will not be entitled to any fee refund, and if no fee has been prepaid they will be invoiced for the full course fee. Transfer of prepaid fees can be undertaken at the discretion of the college.</i></p> <p>6. <u>Precedence of this Agreement</u></p> <p>In the event of any conflict between this Agreement and the College's terms and conditions of enrolment or any other agreement between the College and the user relating to the use of the Facility, the terms of this Agreement shall prevail.</p> <p>7. <u>Law and Jurisdiction</u></p> <p>This Agreement is governed by English Law and in the event of a dispute relating thereto the parties hereby agree to submit to the exclusive jurisdiction of the High Courts of England and Wales.</p> <p><i>Unless otherwise agreed in writing, the Customer shall make payment in full for all services supplied within 30 days of the invoice date.</i></p>