

## Tuition Fees Policy 2023/24 and future years where quoted

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*\* Policies will be reviewed more frequently if legal changes or good practice require*

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Related Policies:                      Tuition Fees Refunds and Compensation Policy

## **1. Introduction**

North Kent College which incorporates Hadlow College is a not-for-profit organisation. However, to achieve its aim of delivering excellent training and learning services to individuals or employers, North Kent College (“the College”) sets tuition fees which when associated public funds are taken into account, allows it to cover the full cost of delivery, contribute to overheads for the facilities and provide for continued future investment.

## **2. Objective**

This policy seeks to ensure that all prospective students and College staff involved with enrolment understand:

- 2.1. that tuition fees are set fairly, consistently and transparently across the College;
- 2.2. the different fee elements that make-up the College’s tuition fees;
- 2.3. when and how tuition fees are payable;
- 2.4. the College’s policy is in line with regulations, imposed by external bodies and the College itself with regard to concessionary tuition fees or where match funding should be adopted;
- 2.5. how any optional courses additional to a full-time programme of study (i.e. additionality) are handled with respect to tuition fees;
- 2.6. the College’s Tuition Fees Refund and Compensation Policy; and
- 2.7. what are the channels available to mitigate financial hardship and remove barriers to participation.

## **3. Responsibilities**

The Deputy Chief Executive is responsible for reviewing the policy on an annual basis, in consultation with the Director of Finance and Head of MIS and Admissions. All staff are to observe the policy. The Finance Department will publicise and enforce the policy.

## **4. General**

The College will charge all students, or their nominated sponsors, tuition fees as set out below, unless they qualify for exemptions or waivers.

No element of the policy is to change more than once a year, except where significant changes in Government policy will impact on the delivery of the study programme.

Tuition fees will comply with the Education and Skills Funding Agency (“ESFA”) or other College adopted Government funding initiatives. Not all Further Education courses are fundable for 19–23-year-olds, delivered by the College and available for concession, with the expansion of Further Education course loans, known as

Advanced Learner Loans. First Level 3 fundable courses and full Level 2 and below courses are fundable. Students who are older, may qualify under benefit concessions on identified Level 2 courses and below only. Agreed fundable courses have a lower tuition fee (known as Rate A) as these are co-funded, while a small number of others at full cost (known as Rate B). Full cost rates in this case are not available for concession and will have tuition fees which, for Level 3, will be in line with course tuition fees for Advanced Learner Loans in 2023/2024. The College will determine which courses will be delivered in this way.

No change to the policy is to disadvantage any individual student part way through an agreed programme of study (e.g. where a student is under 19 years of age at the start of an ESFA Further Education funded aim, they will benefit from free tuition, registration and exam fees all through their programme).

Classroom based students are ultimately responsible for ensuring that their tuition fees are paid, even where a third party (e.g. an employer or the Student Loan Company ("SLC")) intends to pay on their behalf.

Where learning is predominately delivered in the workplace, i.e. Apprenticeships, employers are ultimately responsible for ensuring tuition fees are paid in accordance with the ESFA funding requirements.

## **5. Tuition Fees**

College Tuition Fees are made up of several elements which can include: course tuition fees; awarding body registration; examination or certification fees; and other course related costs.

In addition, certain courses require students to purchase special equipment, materials, uniforms, etc. or to pay for educational trips. This equipment, material, uniform etc. becomes the property of the student at the end of the course.

The payment of any tuition fee must be made in pounds sterling.

A single tuition fee is charged and the breakdown is shown for concessions to be applied appropriately and for clarity.

College tuition fees are, in general, payable in advance and for programmes of study, which lasts for more than one year, are payable separately for each year of academic study. Tuition fees applicable under the Apprenticeship Reforms, starting from 1 May 2017 will need to be paid in full, in advance of the full programme of study and in addition to any non-mandatory fees, such as exam costs including re-sits.

The College's tuition fees are subject to change, based on related funding body regulations which may make a programme partially fundable or non-fundable and new developments where guidance is yet to emerge. The College, therefore, reserves the right to adjust this policy as it sees fit to mitigate any financial and reputational risk associated with these changes.

The College sets specific tuition fees for all students on non-government funded (full-cost) courses within the general aims of this policy.

The College relies on information provided by the student, to determine the tuition fee to be paid. It is the student's responsibility to ensure that such information is accurate, complete and is supplied at the times required by the College. A student who knowingly withholds, or tenders false information relating to their liability to pay a tuition fee, will have breached the College's regulations on student conduct and will be subject to the College's disciplinary procedures. The College reserves the right to apply a surcharge of £250 to any fees due, where a student has provided incorrect information and a fee is found to be subsequently payable. This is without prejudice to any rights the College might have in respect of legal proceedings.

All tuition fees are due at enrolment and before attendance at the first session of the programme of study or entry to any examination or award of any qualification, unless the student is entitled to a full tuition fee remission. The process of enrolment will not be complete until all tuition fees (including tuition, exam and additional costs) are paid in full or an approved payment plan, or payment by a sponsor, has been agreed with the College.

Tuition fees are charged based on an individual's status at the time of enrolment. Subsequent changes to an individual's status will not affect their tuition fee status, nor any tuition fee that was payable at the time of enrolment, except for changes to an individual's benefits that entitle the student to tuition fee remission before their course starts. This change in benefit entitlement must pre-date the commencement of the student's course and suitable documentary evidence will need to be provided to support this change of entitlement, within two months of the start of the course. Students whose benefits and/or circumstances change prior to the start of their course may request a re-assessment of their tuition fees.

Agreement by the College to accept payment of any part of a tuition fee from a sponsor does not extinguish a student's liability to pay a tuition fee, which will only terminate when payment is received from the sponsor. Where a student is sponsored, an original letter on company headed paper, signed by the sponsor and acknowledging responsibility for payment of the tuition fee, must be presented at the time of enrolment. By agreement, a sponsor may be invoiced and is able to make use of the 30-day credit terms allowed. The College, at its discretion, may refuse to recognise any sponsor where reasonable efforts have not established the existence of a sponsor, or of a sponsor's ability, to make a payment. The College shall notify a student of its decision to reject a sponsor.

For students transferring from one course to another, the tuition fees on the course they have been transferred onto are the tuition fees that apply.

A student is personally liable for the full course tuition fee including any exam, registration and other course related costs for their course if no tuition fee concession applies.

## **5.1. Payment of Tuition Fees**

Payment of tuition fees may be made by BACS, cash, cheque, credit card (MasterCard or Visa) or debit (debit cards, contactless including Google Pay and Apple Pay).

In some cases, the College may accept the spreading of payments by an individual only through an approved payment plan which requires a direct debit mandate to be set up, as follows:

- 5.1.1. where the tuition fee is £200 or more (including instalment tuition fee) students must pay 25% of the tuition fee due at enrolment, followed by three equal instalments of 25%; or
- 5.1.2. where the tuition fee is £1,000 or more (including instalment tuition fee) students must pay 20% of the tuition fee due at enrolment, followed by four equal instalments of 20%.

Instalments will not be allowed for courses shorter than 12 weeks. All payment plans must be paid prior to the completion of the course.

Instalments will not be offered to students who have defaulted on previous occasions.

If the Direct Debit account holder has insufficient funds in their account when the payment is due, the student will incur a default levy of £20. If the Direct Debit is cancelled and the instalment remains outstanding after the due date, a charge of £20 will be made.

Continuing attendance on a course or programme of study is dependent on payment of all tuition fees.

Where students breach the terms of instalment agreements or fail to pay tuition fees, the College will use appropriate debt recovery procedures. These will include chasing letters, referral to debt collection agency, claims to the County Court and County Court Judgements. The College will seek to recover any Court and/or legal costs incurred in the process of debt recovery. The College reserves the right to exclude such learners from the College.

Students approved for instalment plans, who are then subsequently withdrawn from the course, will be liable for the balance of the tuition fees outstanding.

Students undertaking a programme of more than one year, will not be allowed to progress to the subsequent year of the programme of study, where the tuition fees relating to the previous year remain unpaid. Students who complete a programme of study but have tuition fees outstanding will not be allowed to enrol on further programmes of study until the outstanding debt has been cleared. Student tuition fees are payable per academic year.

Where the College runs a bespoke programme of study, then payment for such course is due within seven days of the date of invoice. Cancellations giving notice of more than fourteen days will incur an administration fee, equivalent to 25% of the full invoiced course tuition fee. Notice of less than fourteen days will incur 100% of the invoiced course tuition fees.

## **5.2. Exam Fees**

Examination fees are fees that relate to registration, certification and exam costs charged by the Awarding Bodies which the College incurs on behalf of the student as part of their programme of study.

The College reserves the right to charge an examination fee in the case of non-attendance where there is a cost involved.

Students will not be entered for their examination until all fees have been paid.

Students who qualify under concessions may not have to pay for the first exam and registration entry, see later in this guidance for confirmation.

## **5.3. Re-sits (where the student does not pass at the first attempt)**

Payment of an examination fee (including those students for whom the exam fee is waived for reasons stated above) entitles a student to have one attempt and one re-sit only at that examination. This only applies to a funded student. Where a student is full cost, then each re-sit must be paid for in advance and will not be booked until payment has been confirmed.

All students, regardless of status or age, will be expected to pay for subsequent re-sit examinations, or units of an examination, where the Awarding Body makes a charge for re-sits. This must be paid before the College re-enters the student for the examination.

All students re-sitting Functional Skills will not be charged for further attempts at these examinations, subject to a maximum of three attempts. Students wishing to study a further Functional Skills level, within the year, will be required to pay for this as an additional charge.

## **5.4. Failure to Pay**

Any part of the tuition fee, payable by a sponsor, should be paid within 30 days of invoice/due date of payment. Where a sponsor's payment is outstanding for more than 30 days, the College shall have direct recourse to the student, who shall be automatically liable for any outstanding sum. This is without prejudice to the College's right to require any sponsor to pay a tuition fee on or before enrolment.

Where a payment is outstanding for more than 30 days, a review of the student's individual circumstances will take place. This review will determine finance options and the student's status on the course. Non-payment of

student's tuition fees in year could result in the removal of facilities (e.g. IT facilities, library facilities - depending on a review of individual circumstances) or could result in the student being removed/suspended from the programme until the outstanding debts are settled.

A student who has been suspended for default in the payment of a tuition fee may be re-admitted to a programme of study where payment in full of outstanding tuition fees is received within 28 days of the suspension. Where payment is received later than 28 days after the suspension, the student shall be re-admitted in the following academic year at the stage in the programme when the original suspension occurred. In exceptional circumstances and at the discretion of the appropriate Curriculum Senior Leader, the student may be re-admitted in appropriate circumstances. This regulation is without prejudice to the Deputy Chief Executive's right to make an arrangement for the payment of tuition fees where a student is in default.

## **6. Student Loan Company**

### **6.1. Higher Education**

Students who apply for eligible Higher Education courses can apply to the SLC for a loan to pay for the tuition fees due for the programme of study. Other fees may apply and be payable directly to the College.

#### **6.1.1. Full Time**

At the point of enrolment, the College will confirm the student's registration with the SLC this will release any payment of the student's maintenance grant or loan.

Once the course begins, the College will then confirm the student's attendance, initially after the first two weeks, with the SLC which releases the tuition fee loan to the College.

If the student has not yet been approved and intends to do so, it is expected that the student will have their loan approved within a 30-day period of the course start date by the SLC.

Failure to provide evidence of approval within 30 days will result in the student being liable for the tuition fees.

The College may ask for evidence to confirm the student's loan has been approved.

#### **6.1.2. Part Time**

Students are able to make an application for a student loan prior to the commencement of the course.

The College will confirm the student's attendance with the SLC if they are in attendance after two weeks of course commencing. This will release the tuition fee loan to the College.

If the student has not yet been approved and intends to do so, it is expected that the student will have their loan approved within a 30-day period of the course start date by the SLC.

Failure to provide evidence of approval within 30 days will result in the student being liable for the tuition fees.

The College may ask for evidence to confirm the student loan has been approved.

### **6.1.3. Withdrawal**

For students wishing to withdraw from their course, they have a 14 day "cooling off" period from their first date of attendance on that course. As a result, they would not be liable for any tuition fees during this period. Anyone withdrawing after the 14-day cooling off period, will be liable for the full tuition fee.

Students who have been approved for the loan, who are then subsequently withdrawn from the course, will be liable for the following tuition fees dependant on the date they withdraw:

- 6.1.3.1. if a student withdraws between 1.09.2023 and 15.12.2023 (end of Higher Education teaching term) 25% of the tuition fee will stay as a loan with the SLC, but the student will be liable to the remaining 75% to the College; or
- 6.1.3.2. if a student withdraws between 02.01.2024 (beginning of HE teaching term) and 28.03.24, 50% of the tuition fee will stay as a loan with the SLC but the student will be liable to the remaining 50% to the College.

The dates above alter if the student starts their course at different times of the year. For more information on this please contact the Finance Department.

Where a student fails a year and wishes to repeat part of their programme in a following year, the College will charge a pro-rated tuition fee, based on the amount of the programme (credits) being re-taken; with a minimum of 50% of the current programme (credits) tuition fee, plus £1,000, up to a maximum of the full year tuition fee.

Where a student wishes to defer their programme, then the current year tuition fees are still payable in full. Pro-rata tuition fees for a fail repeat student would then apply for the year of return.



## **6.2. Further Education for Students Aged 19 and above (Eligible Level 3 and above programmes)**

Students who plan to study an eligible programme at Level 3 and above; and will be aged 19 on 31 August 2023 or, for apprenticeships will be aged 19 on the first day of the programme of study, have to pay for their course. They may fund this by applying for an Advanced Learning Loan through the SLC.

The loan can only be used to pay for the tuition fees of the course. Other fees including examination and registration fees may apply and will be payable directly to the College at the time of enrolment.

Course tuition fees, which are eligible for Advanced Learning Loans, will be determined as part of the Curriculum Planning process, taking regard of local market and course viability conditions.

Students are able to make an application for a student loan prior to the commencement of their course.

If the student has not yet been approved and intends to enrol and start the course, it is expected that the student will have their loan approved within a 30-day period of the course start date by the SLC.

Students must be aware that they are liable for the full tuition fees once they have enrolled on their course.

## **6.3 Withdrawal**

Students who have been approved for the loan, who are then subsequently withdrawn from the course, will be liable for the balance of the tuition fees outstanding.

## **7. Short Course and Full Cost Courses**

Some training programmes and courses are run by the College with no external funding and, therefore, a commercial rate must be charged to either the participating student or sponsor organisation.

Tuition fees must be paid in advance of commencement of the course.

No remission applies to full cost courses and advanced learning loans cannot be obtained for such courses.

The pricing structure differs based on the course being delivered.

The following cancellation rates will apply:

Within 10 working days of the start date:	25% of the course tuition fee;
Within five working days of the start date:	50% of the course tuition fee; or
On the start date, or non-attendance:	100% of the course tuition fee.

## 8. **Additionality**

“Additionality” is defined as an optional course, additional to a full-time programme of study.

All additionality programmes for students aged 19 and over as at 31 August 2023, are an optional extra cost payable at enrolment. For students aged 16-18 as at 31 August 2023, these are included within the programme of study, unless otherwise advised. Any additional course, which is not relevant to the main programme of study, is fully charged.

## 9. **Concessions**

The College will grant the following concessions against tuition fees as follows:

**Note:** these do not apply to students under the age of 16 nor to students undertaking Apprenticeship programmes.

- 9.1. **Home based students aged under 19 as at 31 August 2023**, on agreed funded programmes of Further Education study, who are eligible for ESFA tuition fee remission, will not be charged for their tuition, awarding body registration, or examination fees. They will be expected to pay for other specific third-party costs such as books, equipment, educational trips etc. The College also reserves the right to charge for re-sits costs of any examinations.
- 9.2. **Home based students, aged between 19 to 23 on first day of an agreed funded programme** of ESFA funded Further Education, who are unemployed and in receipt of specified benefits will not be charged tuition, awarding body registration, or examination fees, if this course would be the student's first full Level 3 programme. They will be expected to pay for other third-party related costs such as books, equipment, educational trips etc. The College also reserves the right to charge for re-sits costs of any examinations.
- 9.3. **Home based students aged 19 to 23 on the first day of an agreed programme** who are eligible under any specific Government guidance for other **Level 2 or 3 eligible courses**, will only be charged in accordance with the guidance.

Home based students until 31 July 2021 are defined as being domiciled in the European Economic Area (“EEA”). This currently comprises: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands,

Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

The United Kingdom left the European Union on 31 January 2020. From 1 August 2021 in England, EEA nationals will no longer be eligible for Home based fee status, for Higher Education student support, for Further Education funding for those aged 19+ and apprenticeships.

The changes will not affect EEA students or apprentices who started courses or apprenticeships in academic year 2020/21.

Irish Nationals, EEA nationals with Settled Status and EEA nationals benefitting from citizen's rights remain eligible for Home based fees from August 2021.

16-19 year-olds from the EEA sponsored through the student visa route will be considered fee-paying and not eligible for public funding in England.

## **10. Refunds**

Please see the Tuition Fee Refund and Compensation Policy.

## **11. Financial Hardship**

The College administers a Discretionary Student Support or Bursary Fund for qualifying students. Eligible support could be available for course tuition fees, equipment and uniform and childcare costs. The fund has limited and finite resources. Where a student wants to enrol on a course but has financial difficulties, they should contact the Student Financial Support Department, so that information regarding eligibility can be provided but a decision cannot be given without a full application being made.

## **12. Legal Jurisdiction and Amendment**

Disputes under these regulations or any other regulations of the College or any contract between the College and any students shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

This policy is correct at time of publication. The College reserves the right to amend tuition fee regulations to reflect revisions in guidance made by the ESFA, or other funding providers.