



Cheshire College
South & West

Tuition Fees Policy

| Key Information | |
|---|-------------------------|
| Policy Reference Number | CCSW - FP |
| ELT Post Responsible for Update and Monitoring | Chief Financial Officer |
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1. Key Principles

- 1.1 Cheshire College South & West is committed to a fair and transparent policy in respect of charges made to learners. As far as possible, the College seeks to:
- 1.1.1 set fees that are in line with funding guidance and other relevant agency policy;
 - 1.1.2 set fees that are competitive in the different markets in which the College competes; and
 - 1.1.3 Ensure coherence in fee levels across different funding streams.
- 1.2 This policy is intended to clarify the tuition fee charging principles of the College and explain how tuition fees are recalculated arising from changes in circumstances and the appeals process. It should be used in conjunction with other College policies and procedures, such as withdrawals, complaints procedures and the College enrolment contract, which explains the College's Terms and Conditions. In addition, for Higher Education learners, the Tuition Fee Policy should also be read in conjunction with the Refund and Compensation Policy and the Higher Education Terms and Conditions and Student Regulations.
- 1.3 This policy is reviewed annually and learners will be asked to agree to the terms of this policy, as part of the enrolment process, at the start of each year of study.
- 1.4 Learners will be required to pay the fees and charges applicable to their course of study and fee charging pattern. Fee levels are determined by the fee regime in force at the initial point of registration, the mode of attendance and the level of study for each period of registration.
- 1.5 Learners are ultimately liable for the payment of their tuition fees, whether invoiced or not, including where sponsorship agreements have been approved. The College will seek to recover fees directly from learners, where payment from other approved sources is not forthcoming.
- 1.6 The application of this policy to EU learners will be in accordance with the UK governments agreement with the EU.
- 1.7 This policy follows the rules and regulations for eligibility and funding as set out in the ESFA's AEB Funding Guidance.
- 1.8 The College reserves the right to act against learners who fail to pay their fees.

2. Fee Principles by Category of Learner

| Category of learner | Fee (including exam fees) | Materials, educational visits or other fees such as PPE |
|---|--|---|
| 14 – 16-year-olds | By individual arrangement | None |
| 16 – 18-year-olds | Free | Charged at course level for optional additional activities |
| FE 19+ learners that are fully funded ± | Free | Charged at course level for optional additional activities |
| FE 19+ learners that are co-funded* ± | 50% of published unweighted rate as per Learning Aims Reference Service (LARS) rate | Charged at course level for optional additional activities |
| FE learners that are funded via loans* | 100% of published weighted rate as per Learning Aims Reference Service (LARS) rate | Charged at course level for optional additional activities |
| FE Learners that are unfunded | 100% of published fees | Charged at course level for optional additional activities |
| Apprentices | No charge to apprentices for general apprenticeship standards. Employer contribution for 19+ apprentices are made in line with national apprenticeship funding guidelines and agreed with each employer in advance. In the event of employers requesting qualifications, in addition to those included in the apprenticeship standard, fees will be costed and agreed with the employer in advance. | 19+ professional body fees (e.g., AAT) to be paid by the learner. |

| Category of learner | Fee (including exam fees) | Materials, educational visits or other fees such as PPE |
|---|--|---|
| HE learner fees Category of learner Tuition Fees for 2023/24 Full time programmes validated, franchised or accredited by a partner High Education Institute (HEI)* <i>Unless otherwise stipulated within partnership validation documentation.</i> Full time Pearson HNC / HND programmes Part time Pearson HNC / HND programmes Tuition Fees for 2024/25 Full time programmes validated, franchised or accredited by a partner High Education Institute (HEI)* <i>Unless otherwise stipulated within partnership validation documentation.</i> Full time Pearson HNC / HND programmes Part time Pearson HNC / HND programmes *Partner HEIs include: - The University of Wolverhampton | £6,165 per year of study 5,700 per year of study £2,850 per year of study (based on 50% / 60 credits per year) 6,165 per year of study £5,700 per year of study £2,850 per year of study (based on 50% / 60 credits per year) | Charged at course level |
| Learners on unfunded programmes | Fee charged – paid in full by the learner | Charged at course level |
| International learners** Study Abroad Programme Learners Full-time International Learner International Groups | Fees charged - paid in full for all learners when duration of course is up to one academic year. Fees charged - 50% prior of CAS issuance and remaining by end of first term. (Fees range £8,500 - £14,920) Fees charged - up to £10,000 paid in full. Over £10,000 50% before arrival and 50% before completion of programme. | Charged at course level |
| Community Learning | Fee charged – paid in full by the learner | Charged at course level |

(Table 1: Fees by Category of Learner)

* The College reserves the right to discount or reduce these fees, which will be authorised by ELT
 ±Applies to individuals that are resident in areas of England outside of the devolved authority areas

** The College reserves the right to charge 100% fees in certain circumstances

- 2.1 If learners are registered on a part-time, HE programme they will be charged based on the number of credits being studied. The fee rate is determined by the cohort year.
- 2.2 If learners are enrolled on a non-accredited course funded via Recognising and Recording Progress and Achievement (RARPA), the charges will be as follows:

| Learner Status | Fee |
|---|---------------|
| UK/Irish or Pre-Settled/Settled status under the EU Settlement scheme | £50 per term |
| International | £300 per term |

(Table 2: RARPA Fees)

- 2.3 For the purposes of fee setting learners will be assigned to one of two main fee groups. A provisional assessment will be undertaken at the point their application is received, to determine whether for fee charging purposes they should be treated as either:

2.3.1 UK/Irish or Pre-Settled/Settled status under the EU Settlement scheme

2.3.2 International

- 2.4 If there is any uncertainty, further information may be requested from the learner to determine which group they should be assigned to, for fee charging purposes.
- 2.5 All materials and other fees are determined at course level and reviewed annually by the Chief Financial Officer and Director of Information & Planning.
- 2.6 Where there is no co-funding of learners the College retains the option to 'market price' courses when and where appropriate, at the discretion of the Executive Leadership Team.

3. Fee Liability

| Liability point | Start Date | End Date | Liability | Refund |
|------------------|-------------------|--|-----------|--------|
| Liability 0 (L0) | Date of Enrolment | Within 14 days after date start Midnight | 0% | 100% |
| Liability 1 (L1) | 01/10/2022 | 03/01/2023 Midnight | 25% | 75% |
| Liability 2 (L2) | 04/01/2023 | 16/04/2023 Midnight | 50% | 50% |
| Liability 3 (L3) | 17/04/2023 | | 100% | 0% |

(Table 2: HE Learner Fees Liability)

| Liability point | Start Date | End Date | Liability | Refund |
|------------------|-------------------|--|-----------|--------|
| Liability 0 (L0) | Date of Enrolment | Within 14 days after date start Midnight | 0% | 100% |
| Liability 1 (L1) | Date of Enrolment | Within 25% of completion date of course | 25% | 75% |
| Liability 2 (L2) | Date of Enrolment | Within 50% completion date of course | 50% | 50% |
| Liability 3 (L3) | Date of Enrolment | After 50% duration of course | 100% | 0% |

(Table 4: Non-HE Learner Fees Liability)

4. Payment of Fees, Including Tuition, Materials and Other Fees.

- 4.1 All fees payable to the College will be due at enrolment, except the balance for large trips costing more than £250.
- 4.2 The College does not accept payment via the Enhanced Learning Credits (ELC) scheme.
- 4.3 Course Fees can be paid in one of the following ways:
- 4.3.1 During main enrolment fees can be paid by:
- (a) bank card (to the enrolment team); and
 - (b) cash or cheque to the finance team; and
 - (c) electronically via bank transfer
- 4.3.2 After main enrolment, fees can only be paid by bank card to the finance team, or electronically via bank transfer.
- 4.3.3 No cash or cheques will be taken after main enrolment, except very exceptionally and as approved by the Chief Financial Officer or Finance Manager.
- 4.3.4 Invoice to employer – a letter from the employer must be provided at enrolment which must be supplied on company letterhead.
- 4.3.5 Instalments – provided that a standing order or direct debit is in place.
- 4.3.6 Fees between £150 and £599 are paid in 3 equal instalments.
- 4.3.7 Fees between £600 and £999 are paid in 4 equal instalments.

- 4.3.8 Fees over £1,000 are paid in 5 equal instalments.
- 4.3.9 The first instalment is made on enrolment and the final instalment is made prior to the completion of the course.
- 4.3.10 Learners will not be allowed to enrol unless all fees and balances outstanding have been paid in full for prior years.
- 4.3.11 Learners who withdraw from their programme remain liable for full fees until they formally withdraw and will then be charged as described.
- 4.3.12 Instalment plans are not available to overseas learners, employers or learners without a UK bank account.
- 4.3.13 Instalments will be collected on the first working day of each month. Any payments that are unsuccessful on the prescribed date of collection will still be collected, following a notice period of seven days from the original scheduled date. Where the College is unable to collect payment, the learner may be asked to leave their programme of study but will remain liable for payment of any outstanding fees.
- 4.3.14 Instalment plans outside the above terms must be approved by the Chief Financial Officer or the Finance Manager.
- 4.3.15 All instalment plans must be completed within the academic year to which the course relates.
- 4.4 The College will ensure that the learner and/or learner's sponsor are given prompt notification of fees due and arrangements for payment prior to enrolment onto the course.
- 4.5 The learner and/or their sponsor are responsible for the prompt payment of all fees due, as per agreed payment arrangements.
- 4.6 Defaults on payments are treated seriously and will lead to withdrawal from college.
- 4.7 All financial advice relating to payment of fees and charges will be made by the College Finance Team, with reference to this policy. No responsibility will be accepted by the College if financial advice or guidance is requested from or given by any other member of college staff.
- 4.8 The College will refer unpaid accounts to external agencies to pursue payment and reserves the right to pursue any unpaid debts through the County and/or High Courts if necessary.
- 4.9 The College reserves the right to prevent any learner from enrolling on a course if they have any outstanding unpaid tuition fees.
- 4.10 Places on a course are not confirmed until payment has been received.

5. Fees paid by Sponsor / Employer

- 5.1 All sponsors are required to provide proof of sponsorship as follows, prior to the learner being enrolled on the course. Acceptable forms are as follows:
 - 5.1.1 Official Purchase Order
 - 5.1.2 Letter on official headed paper signed by an authorised signatory.
- 5.2 If the Sponsor does not provide the required evidence, the learner will be liable for the payment of fees due at enrolment.
- 5.3 The College is unable to set up direct debit payments from a sponsor's or employers bank account.
- 5.4 If the sponsor is not paying the full amount, the learner must pay the shortfall in full at enrolment. If the amount owed by the learner is greater than £150, they can apply to pay their contribution instalments (*see section 4 above*).
- 5.5 All invoices issued to sponsors must be paid in full within 30 days of the date of issue; otherwise, the learner may be withdrawn from the course.

5.6 Should employers or sponsors fail to pay invoices for tuition fees, the learner will become personally liable for the full amount of any outstanding fees.

5.7 Learners remain personally responsible for the payment of any fees in respect of trips and materials.

6. Advanced Learner Loans

6.1 Learners aged 19 and over, not eligible for other means of funding, and are studying a qualification at level 3 or above, can apply to the Student Loans Company (SLC) for a loan to help them with the cost of their course.

6.2 Loans are not means tested and are available to eligible learners. On receipt of an application, the Student Loans Company is responsible for assessing whether a learner is eligible. Cheshire College South & West takes no part in assessing a learners' eligibility for an advanced learner loan.

6.3 Learners may take a loan out for up to the maximum of their course fees from the student loans company (SLC), who then makes payments monthly on their behalf. (www.gov.uk/apply-online-for-student-finance)

6.4 Any learner who does not take out a loan that is sufficient to cover their tuition fees in full must pay any difference arising at enrolment. If the amount that they owe is greater than £150, they can apply to pay their contribution by instalments (*see section 4 above*).

6.5 Any learner as set out in 6.1 who decides not to take out a loan but to pay the fees themselves or via sponsorship, will be required to pay the sum equivalent to the loan amount which would have been due. If the amount that they owe is greater than £150, they can apply to pay their contribution by instalments (*see section 4 above*).

6.6 Learners must provide a copy of the loan acceptance letter at the point of enrolment, by way of proving that the SLC will be meeting the loan payments.

6.7 Learners who are late in applying and are intending to pay with a loan and do not have a loan acceptance letter, must pay an element of the total fee due at the point of enrolment (*see section 4 above*). They must also sign a direct debit mandate or setup a standing order to pay the remainder by instalments, in accordance with the instalment arrangements set out in section 4, above. Once confirmation of the loan has been received by the College, any amounts paid (including instalments) will be refunded. Learners that fail to secure an advanced learner loan and provide a loan acceptance letter will be withdrawn from the course.

6.8 Any learner who withdraws, or is withdrawn for whatever reason, from their course of study, and whose payments from the Student Loans Company cease, will be liable to the College for the balance owing, and will therefore be invoiced, with the balance payable immediately (*see section 3 above*).

7. Bursary Funding

7.1 The College administers five funds on behalf of the ESFA, the focus of all funds is to support learners who would face a financial barrier remaining or continuing in education. Funds are limited; therefore, applications will only be approved if sufficient funds remain available.

7.2 In exceptional circumstances 19+ learners can apply for help with tuition fees and exams fees. Learners can only apply for tuition fees support if they are applying for a Level 1 or 2 (*funded*) course, and their household income is below £26,100.

7.3 Learners eligible for an Advanced Learning Loan cannot receive help towards tuition costs.

7.4 Learners who are late in applying and do not have a bursary acceptance letter, must pay an element of the total fee due at the point of enrolment (*see section 4 above*). They must also sign a direct debit mandate or setup a standing order to pay the remainder by instalments, in accordance with the instalment arrangements set out in section 4, above. Once confirmation of the bursary has been received, any amounts paid (including instalments) will be refunded.

8. Apprentices

8.1 Responsibilities of the Employer

- 8.1.1** It is the responsibility of the employer to provide us with sufficient information to enable the College to draw up the contract between the employer, the apprentice, and the College.
- 8.1.2** This will include such details as:
 - 8.1.2.1** whether the employer is a levy payer or a non-levy payer;
 - 8.1.2.2** whether the employer is classed as “small” or not (less than 49 employees including any apprentices);
 - 8.1.2.3** whether the apprentice has any learning difficulties or disabilities;
 - 8.1.2.4** whether the apprentice is in care or a care leaver;
 - 8.1.2.5** Please note that this list is not exhaustive and is for indicative purposes only.
- 8.1.3** It is the responsibility of the employer to ensure that they are registered with the Digital Apprenticeship Service (DAS), in advance of the apprenticeship enrolment, and to ensure that the details that it contains are kept up to date.
- 8.1.4** It is the duty of the employer to ensure that any deadlines are complied with, and for completing any necessary paperwork.
- 8.1.5** The College cannot be held responsible for any errors or omissions in anything provided by the employer in good faith.
- 8.1.6** The employer who employed the apprentice at the point of initial sign up is responsible for the apprenticeship fee. In the event of an apprentice transferring to a new employer, this employer will be responsible for any proportionate payment.

8.2 Levy Payers

- 8.2.1** All employers with a total pay bill more than £3 million per annum are required to pay the apprenticeship levy. The employer may use their digital levy account to meet the fee agreed with the college.
- 8.2.2** If the fee exceeds the maximum funding band for the qualification, then the employer will make up the difference between the maximum funding that can be drawn down from the digital levy account and the actual fee, and will be invoiced accordingly
- 8.2.3** If a levy-paying employer does not have sufficient funds in their digital levy account, they will have to make a 5% co-investment (plus any difference between the maximum fee that the digital levy account would fund and the actual fee) towards the costs of training the apprentice and will be invoiced accordingly.

8.3 Non-Levy Payers

- 8.3.1** Any employer with a total pay bill of less than £3 million per annum will not be required to pay the apprenticeship levy and will receive government funding towards the cost of training an apprentice.
- 8.3.2** All employers are required to make a 5% co-investment towards the costs of training any apprentice.
- 8.3.3** However, the employer is not required to make a co-investment if all the following conditions are met:
 - 8.3.3.1** To have on average 49 or fewer employees in the year prior to the apprentice being recruited;
and

- the apprentice is aged between 16 and 18 on the date on which the apprenticeship starts (or is aged 15 if the apprentice's 16th birthday is between the last Friday of June and 31st August); **or**
- the apprentice is aged between 19 and 24 on the date on which the apprenticeship starts and has either:
 - an Education, Health and Care (EHC) plan provided by their local authority; **or**
 - has been in the care of their local authority as defined in the funding rules.

9. Refunds

- 9.1 If a course is cancelled due to low numbers, the College will aim to contact all enrolled learners at least 3 working days before the course is due to start. Refunds in full are automatically issued on cancelled courses.
- 9.2 If a learner withdraws from their course after starting, their fee is still due until they have formally withdrawn, following the protocol described earlier.
- 9.3 Higher Education learners are referred to the Refund and Compensation Policy.
- 9.4 The College reserves the right to prevent any learner from enrolling on a course if they have any outstanding unpaid tuition fees.
- 9.5 No refund will be paid if the learner or apprentice is withdrawn under College disciplinary procedures.
- 9.6 No other request for refund will be entertained.
- 9.7 The Corporation of the College will not be liable for the refund of fees to learners, or any other financial penalty should classes be cancelled due to war, fire, strike, lock-out, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond its control.

10. Procedure for Exam Resit Fees

- 10.1 The College has a separate procedure for exam resit fees.

11. Change in Mode of Study

- 11.1 If a learner decides to change their course or mode of study (for example from part-time to full-time) their fees will be reviewed, and they may be required to pay a different fee. Please note, the College is obliged to report changes to external agencies, for example the UKVI for learners on Tier 4 visas, partner universities and the Learner Loans Company for learners with loans that are defined as UK/Irish or Pre-Settled/Settled learners under the EU Settlement scheme. These external agencies have their own regulations which may limit the changes that can be made. This may include changes to:
 - 11.1.1 course;
 - 11.1.2 mode of attendance;
 - 11.1.3 length of study – increased by repeat years of study; and
 - 11.1.4 withdrawals, terminations, and exclusions.

12. Other Institutional Partners

- 12.1 The Terms and Conditions relating to fees if a learner is on a higher education franchised programme will be those of the relevant partner university unless they specifically refer to this policy as part of those terms and conditions.

13. UK Anti-Money Laundering Laws

- 13.1 In accordance with UK anti-money laundering laws, payments made by anyone other than personally by the learner cannot be refunded to the learner, but must be returned to the remitter, except in the case of payments made by cash or banker's draft, in which case the refund will be made by bank transfer. If payment was split between more than one payer any refund will be made in the same proportion as the original split. In the case of a learner transferring to another UK college, the refund will be paid directly to the new institution.

14. Appeals and Complaints

- 14.1 Learners who consider this policy has not been correctly applied or who have a concern about the accuracy of the fee they are being charged, may bring an appeal under the College's Complaints procedure

15. Review of Fee Policy and Charges

- 15.1 The College will review the fee policy annually.

Appendix I

Adult Education Budget (AEB) Funded Courses

Education & Skills Funding Agency Contribution Table

The level of government contribution for ESFA funded AEB is as follows.

| Provision | 19 to 23 Year Olds | 24 Years Old and Over | Notes |
|---|--------------------|-----------------------|---|
| English and maths, up to and including level 2 | Fully funded. | Fully funded. | Must be delivered as part of the legal entitlement qualifications. |
| Essential Digital Skills Qualifications up to and including level 1 | Fully funded. | Fully funded. | Must be delivered as part of the Digital legal entitlement qualifications. |
| First full Level 2 (Excluding English & maths) | Fully funded. | - | First full level 2 must be delivered as part of the legal entitlement qualifications. Level 2 provision from the local flexibility offer will not be funded for 19- to 23-year-olds who do not have a first full level 2 |
| | - | Fully funded. | For those eligible for their first full level 2 through unemployed or low wage |
| | - | Co-funded | For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage |
| Learning aims to progress to a full level 2, up to and including level 1 | Fully funded. | - | Must be delivered as entry or level one provision from local flexibility. |
| | - | Fully funded. | For those eligible for their first full level 2 through unemployed or low wage |
| | - | Co-funded | For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage |
| Level 3 legal entitlement (learners first full L3) | Fully funded. | - | First full level 3 must be delivered as part of the legal entitlement qualifications |
| Level 3 free courses for jobs offer | Fully funded. | Fully funded | Learners without a full level 3 or above can access a qualification on the level 3 free courses for jobs offer qualification list |
| | Fully funded. | Fully funded | Learners who already hold a level 3 or above and who meet the definition of unemployed or who are in receipt of a low wage |
| Level 3 Advanced Learner Loan | Loan funded. | - | A learner has already achieved a full level 3 and has exhausted their eligibility for the free course for jobs offer |
| Level 3 Advanced Learner Loan | - | Loan funded. | A learner is not eligible for the free course for jobs offer |
| English for speakers of other languages (ESOL) learning up to and including level 2 | Fully funded. | Fully funded. | For those eligible through unemployed or on a low wage |
| | Co-funded | Co-funded | For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage |
| Learning aims up to and including level 2, where the learner has already achieved a first full level 2, or above (local flexibility and legal entitlements) | Fully funded. | Fully funded. | For those eligible through unemployed or on a low wage |
| | Co-funded | Co-funded | For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage |
| Learning aims up to and including level 2, where the learner has not achieved a first full level 2, or above (local flexibility and legal entitlements) | | Fully funded. | For those eligible through unemployed or on a low wage |
| | | Co-funded | For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage |
| Traineeship (16- to 24-year-olds) | Fully funded. | - | 16- to 18-year-old learners must be eligible under the ESFA's young people's residency requirements. - Excludes flexible element where funding depends on age and level. |

Appendix 2

ESAF Definitions as Used in the Adult Education Budget (AEB)

1. Unemployed

- 1.1 The universal credit thresholds will be updated to align to any revisions made by the Department for Work and Pensions (DWP).
- 1.2 For funding purposes, we define a learner as unemployed if one or more of the following apply, they:
 - (a) receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only
 - (b) receive Employment and Support Allowance (ESA)
 - (c) receive Universal Credit (UC), and their take-home pay as recorded on their UC statement (disregarding UC 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)
 - (d) are released on temporary licence, studying outside a prison environment, and not funded by the Ministry of Justice.
- 1.3 Providers may also use their discretion to fully fund other learners if both of the following apply. The learner:
 - (a) receives other state benefits (not included in the list above) and their take-home pay (disregarding UC 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), and
 - (b) wants to be employed, or progress into more sustainable employment, and their take-home pay (disregarding UC 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), and you are satisfied identified learning is directly relevant to their employment prospects and the local labour market needs.

2. Learners in Receipt of Low Wage

- 2.1 You may fully fund learners who are employed, or self-employed, and would normally be co-funded for provision, up to and including level 2. You must be satisfied the learner is both:
 - (a) eligible for co-funding, and
 - (b) earns less than £20,319 annual gross salary (please refer to the glossary). You may also fully fund learners who meet the low wage criteria for qualifications included in the level 3 FCFJ offer.
- 2.2 You must have seen evidence of the learner's gross annual wages in these circumstances. This could be a wage slip or a UC statement within 3 months of the learner's learning start date, or a current employment contract which states gross monthly/annual wages. Please note this is not an exhaustive list, but you must evidence your decision to award full funding to an individual who would normally be eligible for co-funding.
- 2.3 To claim full funding for learners who meet the low wage criteria, excluding those on qualifications included in the level 3 FCFJ offer, you must use LDM code 363 and FFI code 1.