

# Fees, Eligibility & Refund Policy 2023/24 (Exc. Apprenticeships)

## REF NO. FIN-MSS-001

Approved by Senior Management Team

Strategy/Policy Responsibility: Senior Leadership Team (SLT) Information correct at time of publication		
Date approved	June 2023	
Review date	June 2024	
Next review date	May 2024	

# **CONTENTS**

Scope of the Policy	4
Policy Rules	4
Disclaimer	4
General Principles	4
Tuition Fee Types	4
Fully-Funded Fees	5
Learners in Receipt of Low Wages	5
Co-Funded Fees	5
Non-Funded Fees	5
Community Learning	6
Students Aged 16-18	6
Additional Fee Considerations	6
Learner Support Fund / Advanced Bursary Loan Fund	6
Transport Costs	6
Membership/Direct Exam Entry Fees	6
Examination Fees	6
Private Candidates	7
Examination Resits	7
Re-taking or extending a learning aim	7
Employees	7
Payment of Fees	7
Payment Methods	7
Instalment Plans	7
Advanced Learner Loans	8
Fee payment by a Third Party (Invoice)	8
Sanctions Against Non-Payment of Fees	8
Pro Rata Fees	9
Withdrawals / Non Attendance	9
Transfers	9
Break in Learning	9
Sub-Contracting	10
REFUNDS	10
Principals	10
Course Cancellation	10
Cooling Off Period	10

Out of Cooling Off Period Refund Requests	10
Service Failure	11
Refunds Relating to Medical Problems	11
Retrospective Refunds	11
APPENDIX 1 - SCALE OF CHARGES APPENDIX 2 - ROOM HIRE CHARGES	12 13
APPENDIX 3 - OTHER CHARGES	14
GLA Contribution Charts	15-18
ESFA Contribution Charts	19-20

#### Scope of the Policy

This Policy sets out how Sutton College ('the College') applies fees for courses charged to learners. This includes any course which is delivered on-site, off-site or online. The Policy is subject to rule changes introduced by government and funding agencies which may occur in the course of an academic year.

This statement has been drafted based on the funding rules set out by the Greater London Authority (GLA), Education Skills Funding Agency (ESFA), Student Loans Company (SLC) and those courses that receive no public funding (Non-Funded courses) for the academic year 2023 to 2024. These rules may be subject to change before the commencement of the academic year (1st August 2023) and therefore should not be viewed as binding.

This Policy includes the College refund procedures.

#### **Policy Rules**

This Policy will be updated on an annual basis and will be re-issued before August 1st each year, unless government guidance is unavailable.

All appeals and complaints regarding this Policy should be addressed to <a href="mailto:yourvoice@suttoncollege.ac.uk">yourvoice@suttoncollege.ac.uk</a>

Further information regarding fees and fee types can be found through the Learner Services team on 0208 289 4700 or enrol@suttoncollege.ac.uk

#### Disclaimer

The College reserves the right to change or amend, at any time, any of the course details including but not limited to; content, dates, times, venues, tutor, fees payable, concessions available, terms or conditions. The College also reserves the right to close or not to start any published course.

#### **General Principles**

The fees are charged on the basis of:

- The age of the learner. Learners must be aged 19+ on the 31st August 2023.
- The residency of the learner; to be eligible for any government funded provision a learner must meet the residency eligibility criteria required by the ESFA or GLA. Contact <a href="mailto:enrol@suttoncollege.ac.uk">enrol@suttoncollege.ac.uk</a> for further information.
- The type, level and size of course the learner is studying
- The level of prior attainment (qualifications) the learner has achieved
- The employment status of the learner
- The income of the learner
- The level of public subsidy that the course and/or learner attracts

#### **Tuition Fee Types**

There are three fee types; fully funded, co-funded and non-funded. Fully funded and co-funded tuition fees apply to a learner who meets the eligibility criteria for funding of the course they wish to participate in. Where either the learner does not meet these eligibility criteria, or the course is non-funded (where no public subsidy is applicable) the non-funded fee applies.

To enable the College to claim the funding for a course, the learner will be required to confirm that they meet the requirements set by the GLA or ESFA and may be asked to evidence this. Some examples of evidence required are:

- Passport
- Wage slip(s) dated within the last 3 months
- Contract of employment
- Proof of means tested benefits dated within the last 3 months

#### a) Fully-Funded Fees

Where a learner meets the eligibility criteria (see tables below) to have their course fully-funded by the Government, no fee will be charged for tuition, examination(s) or anything else that is necessary for the learner to achieve their course. The College reserves the right to charge a learner for any extracurricular activities or for materials and services that are not specifically required in order for them to achieve this. The College reserves the right to keep a learner's work for display and marketing purposes where the learner has not been charged course expense fees for the materials e.g. fees met by Learner Support Funding.

Learners will be required to provide proof of work related benefits at time of enrolment, or within 7 days of online enrolment. Examples of evidence are:

- Universal Credit
- Jobseekers Allowance
- Employment and Support Allowance

In addition, unemployed learners studying with the College and who are in receipt of other forms of state benefit which are not Universal Credit, JSA or ESA may be eligible for full fee remission. Learners on the following benefits may be eligible:

- Housing Benefit
- Income Support
- Working Tax Credit
- Council Tax Support (excluding single occupancy discount or similar)

#### **Learners in Receipt of Low Wages**

Fees may be waived for learners aged 19+ studying up to and including Level 2 or applicable Level 3 courses, who have an annual gross salary totalling under £23,302.50 and are resident within the GLA or £20,319 if they are resident within the ESFA. Evidence of income will be required in the form of a wage slip dated within 3 months of the start of the course or a contract of employment that clearly states gross income.

#### b) Co-Funded Fees

Where a learner meets the eligibility criteria to have their course co-funded by the Government a co-funded fee will be charged. This fee will include:

- Tuition Fees
- Examination Fees where applicable
- Course materials where applicable
- Additional costs for consumables, personal equipment, membership fees may be payable as a
  requirement of the course. The College reserves the right to keep a learner's work for display and
  marketing purposes where the learner has not been charged course expense fees for the materials
  e.g. fees met by Learner Support Funding.

#### c) Non-Funded Fees

Where either a course is not subsidised by government funding or a learner does not meet the eligibility criteria to have their course fully-funded or co-funded by the Government a non-funded fee will be charged.

No fee waivers or reductions will be applicable to courses offered as non-funded.

This fee will include:

- Tuition fees
- Examination fees where applicable
- Course materials where applicable
- Additional consumables or personal equipment fees may be payable as a requirement of the course (course expense fees).

#### **Community Learning**

Where a learner meets the age and residency eligibility criteria and is in receipt of any of the following means-tested benefits they may be entitled to pay a reduced concessionary fee or have their full course fee waived, upon presentation of documentary evidence dated within 3 months:

- Income-based Jobseeker's Allowance
- Income-related Employment and Support Allowance
- Income Support
- Pension Credit
- Child Tax Credit
- Working Tax Credit
- Council Tax support
- Universal Credit
- Housing Benefit
- Low income based on current thresholds set by the ESFA or GLA.

#### Students Aged 16-18

Learners must be aged 16 on the 31st August 2023

Students aged 16-18 on a full time study programme (Traineeship) are fully funded by the ESFA or GLA. A learner's age in respect of Traineeships is defined as their age on the first day of their Traineeship.

Learners aged 16-18 on part time courses will be liable to pay a non-funded fee as the College cannot draw down any funding in this instance. Where applicable a charge will be made for exams, course expenses and materials, reflecting actual costs. Fee remission, learning support and learner support are not available.

Learners must be aged 16+ to attend the non-funded provision. Exclusions to some courses may apply due to risk assessments e.g. Jewellery, DIY etc. Contact enrol@suttoncollege.ac.uk for further information.

#### ADDITIONAL FEE CONSIDERATIONS

#### Learner Support Fund / Advanced Loan Bursary Fund

Should a learner require support with their enrolment fees or finances, they should be directed to the Learner Services Team who can provide advice and guidance on fees. Learners may be eligible for the Learner Support Fund or Advance Learner Bursary Fund to help pay towards the cost of their course fees, travel, childcare and materials if they meet specific eligibility criteria. Further information can be found <a href="https://example.com/here-en/eligibility-new-

#### **Transport Costs**

The course fee does not include the cost of travel between home and the venue and must be met by the learner. For advice and help on transport and associated costs please contact <a href="mailto:enrol@suttoncollege.ac.uk">enrol@suttoncollege.ac.uk</a>

#### Membership / direct exam entry fees

Where the awarding body requires membership or entry to an examination to be made directly (i.e. not through the College) this fee will not be included in the course fee and will be payable directly by the learner to the awarding body.

#### **Examination Fees**

Examination fees are payable with tuition fees. If the learner has not paid (fully funded) or has paid (cofunded) for a course which leads to a qualification and does not sit the exam, they may be charged the full examination fee and an administration fee of £5.

#### Private candidates

The College may offer the facility for private candidates to sit their exam at the Centre. An exam fee is charged, details of which are on the website with full conditions. Once exams have been booked and paid for, unless there are exceptional circumstances for withdrawal, no refund will be made.

#### **Examination Resits**

Where a learner wishes to re-sit any examination they will be charged the examination resit fee which is payable prior to the resit examination entry. An administration fee of £5 will also be charged. In some instances LSF (Learner Support Funding) may be available for the first resit.

Students in receipt of a free first attempt for an examination who do not take the examination without good reason will be charged the fee.

#### Re-taking or extending a learning aim

Where a learner fails to complete a learning aim and needs to extend the duration of a course, the College reserves the right to charge an additional fee as it is unable to recoup government funding. This additional fee will be subject to approval by a member of the Senior Leadership Team.

#### **Employees**

All Sutton LBS employees (including volunteers) with a minimum of 6 month's service can apply for a 25% discount on one Sutton College course per term, up to a total discount value of £200 per annum. Discounts are not available on Family Learning or Advanced Learner Loan funded courses. The discount will be applicable to the tuition fees only. Course expenses and exams fees are payable in full.

#### **Payment of Fees**

Course fees are payable at time of enrolment.

#### **Payment methods**

The following methods of payment are accepted where available:

- Most major debit and credit cards
- Cash (maximum £300). Payments exceeding £300 must be made by debit/credit card.
- Instalment Plan
- Advanced Learning Loan
- Third party invoice

#### **Instalment Plans**

Instalment plans are available for courses with a minimum value of £500 and longer than 16 weeks. An initial minimum payment of 25% of the course fee, plus an instalment fee charge of £30 is payable at time of enrolment. Collection of instalments is made either on the 1st or 15th of each consecutive month directly from the learner's debit/credit card only. Cash payments are not accepted. The number of instalments will be based on the length of the course and the date at which the instalment plan is requested.

Declined payments and/or changes to the terms of the agreement will incur a £30 administration fee on each occasion. Instalment plans will not be offered to learners with an outstanding debt or a record of late payments.

If a learner withdraws from a course, any outstanding instalments are payable at point of withdrawal. Further information can be obtained by contacting the Learner Services Team <a href="mailto:enrol@suttoncollege.ac.uk">enrol@suttoncollege.ac.uk</a>.

#### **Advanced Learning Loans**

Where an eligible 19+ learner subject to a self-funded fee enrols on an eligible qualification at level 3 or above they may have the option of using an Advanced Learning Loan to fund their qualification. Learners with a successful loan application will pay the prescribed catalogue fee. The Learner Services Team can offer advice on which courses this applies to.

Further information on Advanced Learning Loans and further information can be found on the Gov.uk website here: https://www.gov.uk/advanced-learner-loan.

A bursary (ALBF) may be available for learners who have taken out an Advanced Learning Loan and require additional support to complete their course. Learners must provide proof of hardship.

Those learners not taking out an Advanced Learning Loan or not eligible for funding, will have to pay the full course fee, which may be subject to a surcharge. In this instance there is no fee remission, learner support or learning support available on level 3 or above courses.

If the Student Loans Company grants a student a loan, but the student withdraws from their course of study for any reason after the initial two weeks liability period, the learner will be liable to pay the balance of the fees to the college that are no longer covered by their student loan. The catalogue fee will still apply.

Where a learner is allowed due to the time factor, to start a course before their loan application has been approved, and subsequently the loan is not granted, the student will be liable for the full course fee.

#### Fee payment by a Third Party (Invoice)

Where a learner's employer or other third party has agreed to pay the fee, the third party should complete an Invoice Request form or send an email to <a href="mailto:enrol@suttoncollege.ac.uk">enrol@suttoncollege.ac.uk</a> which demonstrates their acceptance of their liability of the full fee on behalf of the learner. Enrolment will not take place until this request is received and is subject to availability. An invoice will be sent to the third party for full payment.

If payment of the invoice is not made within the time stated on the invoice, responsibility of the fees will revert to the learner. The learner could be withdrawn from their course if payment is not received.

Where a third party is paying on behalf of the learner, the 14 day cooling off period will begin the day after enrolment has been confirmed. Should the learner withdraw outside of the 14 day cooling off period, the third party remains liable for payment of the invoice. Refunds are not available. If the invoice has not been paid the debt will transfer to the learner for immediate payment.

#### **Sanctions Against Non-Payment of Fees**

Learners with an outstanding debt will not be permitted to enrol on further courses until the debt is paid. If a learner with a debt enrols online, they will be withdrawn from the course.

Any outstanding debt will be deducted from any refunds owed to a learner.

It is College policy to exclude learners who fail to pay outstanding fees for their courses. The learner will not be permitted to continue attending the course until the debt is paid.

Sutton College will take reasonable steps to advise and support learners in financial difficulty. If support measures are applicable, failure to pay agreed monies in line with arrangements will, in most cases, result in suspension or withdrawal from the course. The learner will remain be liable to repay the course fees.

London Borough of Sutton Council will pursue vigorously any unpaid fees on behalf of the College. Failure to return College property, such as IT equipment will result in an invoice being raised by the London Borough of Sutton to collect funds to replace them.

#### **Pro Rata Fees**

Learners will pay the full course fee if enrolling before half term, where the college deems it appropriate. Learners enrolling after half term will pay a pro rata tuition fee from the first session following the half term break. Exam fees and course expenses, where applicable will be payable in full.

#### Withdrawals / Non Attendance

Learners on Government funded courses must attend a minimum of 90% or may be withdrawn. Learners must also have the intention of taking the exam/assessment prescribed to their course. We reserve the right to request payment of any amount not covered by funding when you withdraw from a course and/or fail to take exams or submit assessments.

It is the learner's responsibility to notify the College of any absences. It is College policy to withdraw learners with 4 consecutive unknown absences.

Where a learner wishes to withdraw from a course, they must notify the College immediately in writing as any instances of unauthorised absence will count as attended for any refund or credit note calculations.

If a learner with an instalment plan withdraws from a course, they will be liable for any remaining balance at the point of withdrawal. If a learner with an Advanced Learner Loan withdraws from a course they will be liable for any remaining balance not covered by the loan, at the point of withdrawal.

Learners who withdraw from courses may be refused enrolment on future courses.

Learners who have been excluded from College for a determined length of time will be withdrawn from all courses and will only be reinstated or permitted to enrol on future courses once approved. Where learners have been excluded from the college, no course fees will be refundable. Please refer to the Learner Code of Conduct which can be viewed on our website <a href="www.suttoncollege.ac.uk">www.suttoncollege.ac.uk</a> Missions, Policies and Values section. A printed copy can be made available.

#### **Transfers**

Learners do not have an automatic right to transfer courses or fees unless their course has been cancelled, they are within their cooling off period or they are deemed to be on the wrong level. If it is agreed that a learner can transfer their enrolment, an administrative fee of £30.00 may be applied and payment for a higher value course will be required. If the learner transfers to a lower value course, the College may consider offering the balance as a credit note, but is not obliged to do this. If the College advises a learner, on academic grounds, to transfer to another Sutton College course more suited to their needs, no administration fee will be charged.

Transfers will not be considered if they are deemed to affect the viability of the course.

#### **Break In Learning**

There is no automatic entitle to a Break in Learning. Learners with an instalment plan who request a break in learning will be expected to pay the full fees of the original course within the agreed timeframe. The fees will be transferred to the new course when the learner returns to learning. The learner will have to pay any additional/increase in course fees and a £30.00 administration fee.

Learners with an Advanced Learning Loan who request a break in learning will be expected to pay the full fees of the original course when they return from their break in learning. The learner will have to pay any additional/increase in course fees and a £30.00 administration fee.

If the learner does not return after the break in learning, they will be liable for any outstanding fee which is no longer met by the loan or that remains unpaid.

#### Subcontracting

You can view our subcontractor policy - <a href="https://www.suttoncollege.ac.uk/wp-content/uploads/2022/07/QTL-MSS-020-Sub-Contractor-Policy-June-2023.pdf">https://www.suttoncollege.ac.uk/wp-content/uploads/2022/07/QTL-MSS-020-Sub-Contractor-Policy-June-2023.pdf</a>

#### **REFUNDS**

#### **Principles**

Unless there are exceptional circumstances, course fees will be refunded only if the course is cancelled, closed, the dates or venue are changed by the College. If the 14 day cooling off period has passed, refunds will not be granted if a learner chooses to withdraw prior to or part way through the course.

Any request for a refund or credit note is required in writing and should be directed to <a href="mailto:enrol@suttoncollege.ac.uk">enrol@suttoncollege.ac.uk</a> for investigation and will be calculated from the date it is received. If a written request is not received no consideration will be made for issuing a refund or credit note.

Where refunds are due, they will be made by the original method of payment. Refunds are expected to take 10 working days to process but may take longer during holiday periods, college closures or where the original method of payment was through a third party invoice or paid in cash.

Refunds will not be made to learners who have an outstanding debt. ·

Any queries regarding the Refund Policy should be addressed to <u>yourvoice@suttoncollege.ac.uk</u> in the first instance.

#### **Course Cancellation**

In the event of course cancellation prior to commencement, the learner will be issued a full refund of fees, without administrative costs being deducted. Pro-rata refunds will be issued for early closure of a course. If a course is postponed a full refund will be issued although the learner will have the choice to offset their payment against an alternative course.

#### **Cooling Off Period**

A learner is entitled to a 14 day cooling off period which commences the day after the learner purchases their chosen course, or the day after enrolment is made where a third party is paying by invoice. During this period, the learner will have the right to cancel the course and obtain a full refund.

If the course has started during the cooling off period, a proportionate refund based on the classes that have taken place during this period will be due. Once the cooling off period has expired, there is no obligation on the College to make any refund unless this is due to service failure.

#### **Out of Cooling Off Period Refund Requests**

There is no automatic entitlement to a refund; a credit note may be considered. Requests based on a learner decision to withdraw from a course out of the cooling off period must be made in writing to <a href="mailto:enrol@suttoncollege.ac.uk">enrol@suttoncollege.ac.uk</a>.

Where the request is granted, a pro rata credit note will be calculated from the date the request is received. An administration fee of £30, non-refundable examination fee and course materials where applicable, will be charged.

If the request is not granted, a learner will not be entitled to a credit note. Should a learner wish to challenge the outcome of such a decision, they should write directly to <a href="mailto:yourvoice@suttoncollege.ac.uk">yourvoice@suttoncollege.ac.uk</a>.

Course fees are not transferable to other parties.

#### **Service Failure**

Refund requests out of the cooling off period about the quality or level of service provided by the College should be made in writing to <a href="mailto:enrol@suttoncollege.ac.uk">enrol@suttoncollege.ac.uk</a>. If the College substantiates their claim, a learner will receive a refund calculated from the date their complaint is received. A deduction will be made for; classes that have taken place, whether or not the learner has attended, an administration fee of £30 and non-refundable examination fees and course materials where applicable. If the claim is not substantiated, a learner will not be entitled to a refund. Should a learner wish to challenge the outcome of such a decision, they should write directly to <a href="mailto:yourvoice@suttoncollege.ac.uk">yourvoice@suttoncollege.ac.uk</a>.

#### **Refunds Relating to Medical Problems**

There is no automatic entitlement to a refund; a credit note may be offered. An application should be made in writing to <a href="mailto:enrol@suttoncollege.ac.uk">enrol@suttoncollege.ac.uk</a> with supporting doctor's letter/certificate.

Where the application is granted a pro rata credit note will be calculated from the date the request is received. An administration fee of £30, non-refundable examination fee and course materials where applicable, will be charged.

Credit notes are not negotiable or transferable and are valid for 12 months from the date of issue.

If the request is not granted, a learner will not be entitled to a credit note. Should a learner wish to challenge the outcome of such a decision, they should write directly to <a href="mailto:yourvoice@suttoncollege.ac.uk">yourvoice@suttoncollege.ac.uk</a>.

#### **Retrospective Refunds**

All course fee information is available to view online or from enrol@suttoncollege.ac.uk. A learner is not entitled to a refund of fees out of the 14 day cooling off period if they subsequently believe they were entitled to a free course.

**APPENDIX 1** 

# **SCALE OF CHARGES 2023-2024**

# The charges are effective from the 1st June 2023 for the new academic year courses

Standard Fee - Tuition fee + exam + course expenses where applicable Concessionary Fee - Tuition fee + course expenses (non-accredited only)

Course Type/Funding	Charging Basis
Adult Skills Funding (ASF)	£6.00 tuition fee per GLH*
Community Learning	From £4.50 tuition fee per GLH*
Non Funded courses Price dependent on materials used and specialisms for all learners	From £8.00 tuition per GLH*
Advanced Learner Loans (L3 – L6 courses)	Loan amount on hub
Level 3 and above	Fee on hub
Learners not eligible for ASB funding	(2 x Hourly rate x GLH) + exam fee + course expenses, where applicable
Under 19 on Community Learning course, excluding Family Learning	(Tuition Fee X 2) + course expenses where applicable
Concessionary Rate Community Learning course	(Tuition Fee X 70%) + course expenses where applicable
Administration Fee for refunds / transfers / instalments	£30.00
Discounts for London Borough of Sutton, College staff, volunteers, governors (6 months in post)	Entitled to a 25% discount on the tuition fee on one Sutton College course per term, up to a total discount value of £200 per annum. This will not apply to loans funded, family learning provision, exam or course expense fees.

<sup>\*</sup>Guided Learning Hours

**APPENDIX 2** 

## **ROOM HIRE CHARGES 2023-2024**

#### **Sutton Centre**

Charges are subject to change and available on application

Ordinary classroom – minimum 2 hours	Charge
Hourly rate	£35
Half day	£90
Full day	£175
Drama room (S)- minimum 2 hours	
Hourly rate	£55
Half day	£160
Full day	£310
Arena (S) minimum 2 hours	
Hourly rate	£75
Half day	£210
Full day	£420
ICT Computer rooms – minimum 2 hours	B6 iClick
Hourly rate	£85
Half day	£220
Full day	£330

#### S= Sutton

- 1. Out of term time/college closure hours for caretaker support £50 per hour
- 2. LBS departments receive 20% discount
- 3. Partner, voluntary and charity organisation bookings are negotiable
- 4. Affiliated group price on application
- 5. IT support is available on request for an additional charge Price on Application
- 6. Rates for regular/block bookings are negotiable
- 7. All clients must provide Risk Assessments, public liability insurance information and references on request

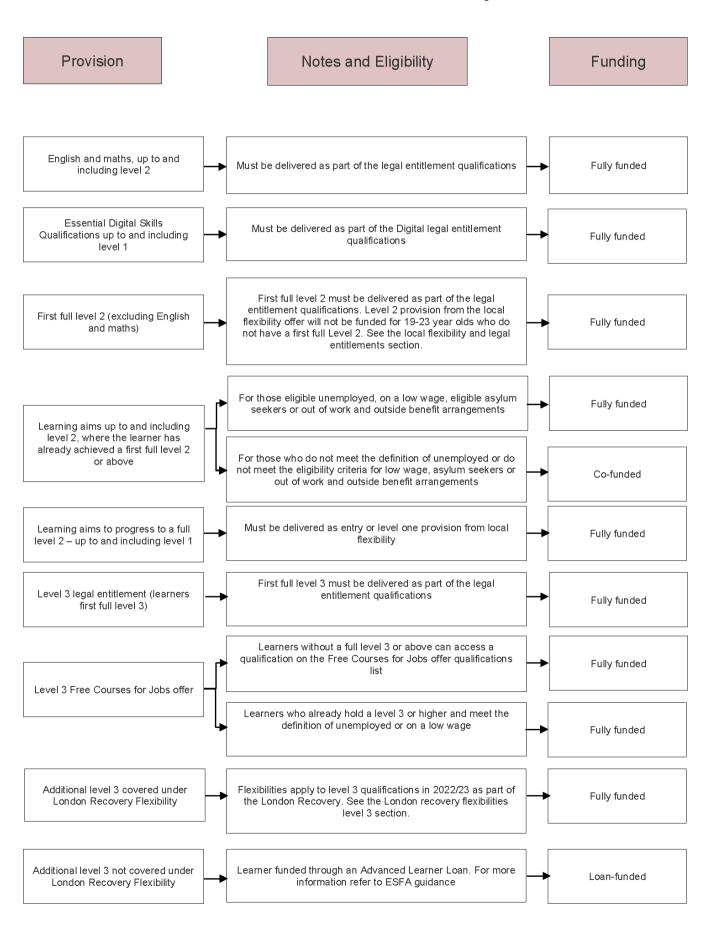
**APPENDIX 3** 

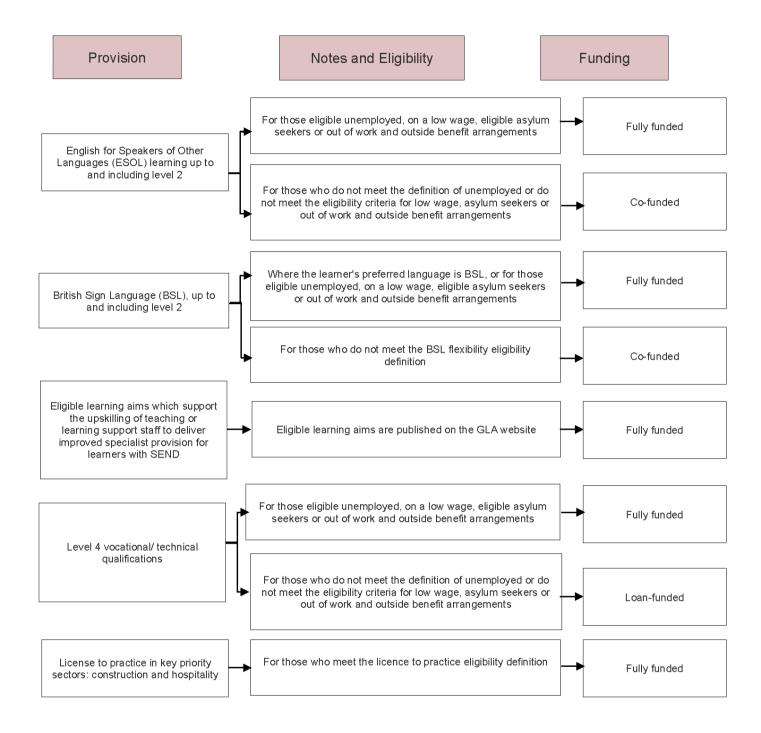
# **OTHER CHARGES 2023-2024**

# **Sutton Centre**

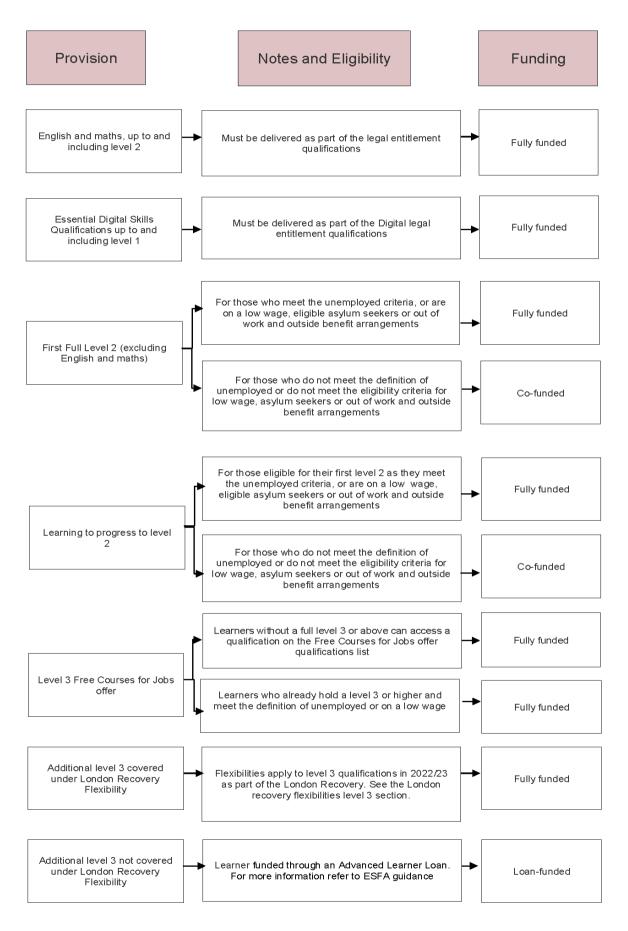
Description	Notes	Charge
Exam Fee re-sit	Varies depending on exam taken	Cost of the exam + £5 admin fee
Exam – Private Candidates	GCSE IGCSE A Level Functional skills Maths Refund admin fee Photograph for external candidates	On application
Transfer Fee		£30 per transfer
Instalment Plan Fee		£30 per instalment plan
Late Payment Fee		£30 per late fee
Refund Fee	For non-cancelled courses	£30 per refund
Replacement ID badges	Staff and learners	£5 per badge
Business Rates and bespoke training		On request

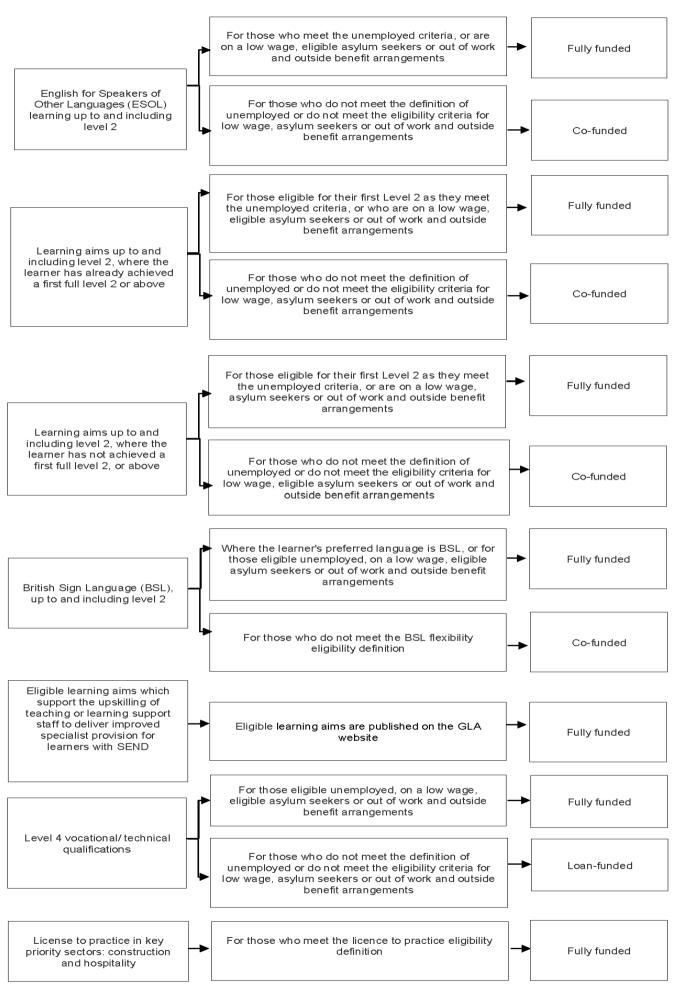
#### **GLA Contribution Chart 1: 19-23 year-old**



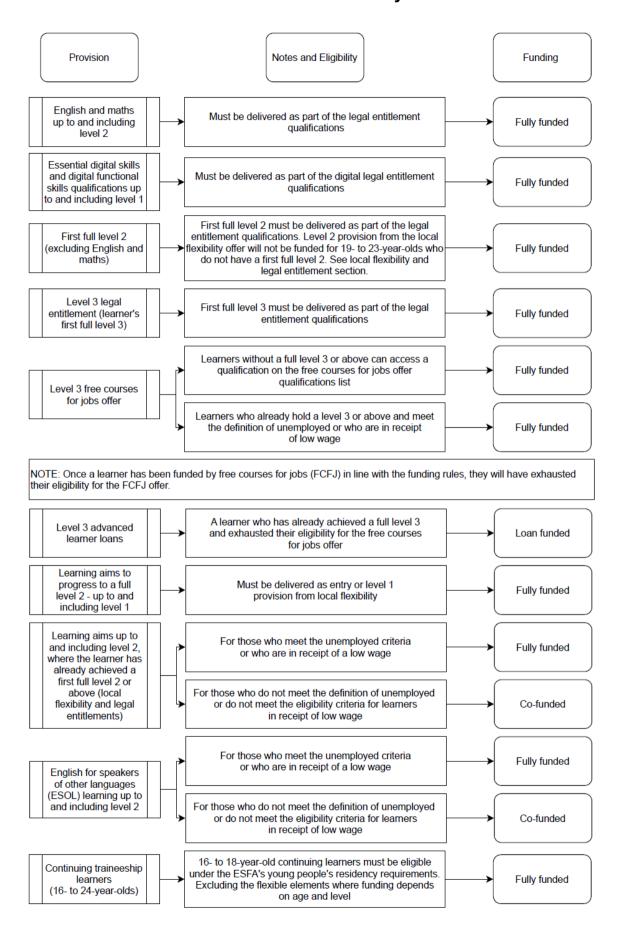


#### **GLA Contribution Chart 2: 24+**





#### ESFA Chart 1: 19 to 23-year-olds



#### ESFA Chart 2: 24+

