

# **Walsall College Fees Policy**

**2024/25**

Walsall College is committed to providing accurate, timely, high quality information that is accessible by all stakeholders.

**If you require this document in large print please contact the Finance Office who will be able to assist you.**

Every effort has been made to ensure this policy does not discriminate (either directly or indirectly). If you feel there are outstanding Equality & Diversity issues within this policy document please contact the Head of Finance who will assist you. If you require this document to be provided in any other format please contact the Head of Finance (x8626) who will discuss your needs with you.

This policy is reviewed annually and was passed at the meeting of the Finance and Resource Committee on 17/05/2024

## 1 Policy Statement

- 1.1 The purpose of this policy is to set out the framework for fees and charges for 2024/25 the process for payment of fees, the options that are available for payment of fees and the sanctions that we apply in the event of a default.
- 1.2 The College is committed to ensuring that its course fees are fair and represent value for money. The College also commits to providing potential Students with clear information about its fees, concessions and payment methods.
- 1.3 Fees and charges are reviewed and set annually by the Corporation in accordance with any guidance issued by the Education and Skills Funding Agency (ESFA) and the West Midlands Combined Authority (WMCA).
- 1.4 Fees are set for year 1 of the course. The College will not increase fees for subsequent years for learners on a course lasting more than one year.

## 2 Context

- 2.1 This policy applies to tuition, exam fees and other charges to students, employers and sponsors for College provision. It is relevant to anyone studying on our courses who is required to pay a fee whether the fee is paid by them or on their behalf by a third party such as an employer.
- 2.2 This policy does not take precedent over provisions contained within an individual contract that may exist between the College and a customer.
- 2.3 The College reserves the right to change fees during the year in the event of updated guidance from the ESFA/WMCA or where there is a need to remain competitive in specific markets or attract students for courses related to an identified skills gap.

## 3 General

- 3.1 Students will be advised prior to finalising enrolment if a fee is payable and the value of that fee.
- 3.2 Students will **not** be able to complete the enrolment process, receive an ID badge or attend classes until any fees due have been paid, an instalment plan agreed or evidence for fee remission supplied.

## 4 Main Fee Categories

### 16-19 and 16-24 with an EHCP

- 4.1 In accordance with ESFA policy the College will not charge any tuition, exam or resource fees that are necessary for completing the course to any student aged 16-19 or 24 with an Education and Health Care Plan, who is on a study programme or other eligible course funded by the ESFA.
- 4.2 Students aged 19 to 24 who are eligible for funding from the WMCA and on an approved full time study programme will also not be charged any tuition, exam or resource fees that are necessary for completing the course.

### Adult Education – Skills Programme

- 4.3 Adult education courses are aimed at students who are 19 or above at the 31 August in the academic year the course starts. Funding for these courses is provided by the WMCA/ESFA only for students aged 19 or over on 31 August 2024, either in part or entirety; dependent upon the student's eligibility, they may be either:
- Fully funded – no student contribution to the cost of the course
  - Co-funded - A partial government contribution reduces the course fees accordingly.
  - Loan funded – a student takes out an Advanced Learner Loan with the Student Loans Company (SLC)
  - Full Cost – there is no Government contribution and students must pay in full the published tuition fee for their course.
- 4.4 To be eligible for a Government contribution a student must meet the following eligibility criteria in addition to any specific funding stream criteria:
- Be 19 or older on 31 August preceding the start of learning, **and**
  - Have been ordinarily resident in the UK for at least the previous 3 years on the first day of learning, **or**
  - Meet the residency requirements as laid out in the ESFA/WMCA funding guidance
  - Not have already achieved the qualification unless it is for any GCSE where the learner has not achieved grade 4 (grade C) or higher
- 4.5 Where a student is not eligible to receive any government funding they will be charged the full cost of the course, that is the full value of the course assigned by the Funding Agencies.
- 4.6 Tuition fees for 'Co-funded' are set so that the total income the College receives for a course does not exceed the full value of the course assigned by the Funding Agencies.
- 4.7 The table below sets out the funding status of adult provision

Provision	19-23 years of age			24+ years of age		
	Unemployed	Low Wage	Employed	Unemployed	Low Wage	Employed
<b>English and maths</b> , up to and including level 2 – not achieved GCSE grade 4/C or higher	Fully funded*	Fully funded*	Fully funded*	Fully funded*	Fully funded*	Fully funded*
<b>Essential Digital Skills</b> up to and including Level 1 where digital skills have been assessed as below level 1	Fully funded*	Fully funded*	Fully funded*	Fully funded*	Fully funded*	Fully funded*
<b>First Full Level 2</b> (excluding English and maths)	Fully funded*	Fully funded*	Fully funded*	Fully funded*	Fully funded*	Co-funded
Learning to progress to level 2 (up to and including level 1)	Fully funded^	Fully funded^	Fully funded^	Fully funded	Fully funded	Co-funded
Learning aims up to and including level 2, (Inc. level 1, and full level 2) where the resident has already achieved a first full level 2 or above	Fully funded	Fully funded	Co-funded	Fully funded	Fully funded	Co-funded
<b>First full Level 3</b> (National policy legal entitlement)	Fully funded	Fully funded	Fully funded	Fully funded** (WMCA only)	Fully funded** (WMCA only)	Loan funded
<b>FCFJ Level 3 adult offer – doesn't hold a level 3</b> (accessing a qualification on the Level 3 adult offer qualifications list)	Fully funded+	Fully funded+	Fully funded+	Fully funded+	Fully funded+	Fully funded+ (WMCA only)**
<b>FCFJ Level 3 adult offer – holds a level 3</b> (accessing a qualification on the Level 3 adult offer qualifications list)	Fully funded+	Fully funded+	Loan funded	Fully funded+	Fully funded+	Loan funded
<b>Level 3</b> (qualifications not on the FCFJ list and/or not entitled to FCFJ funding)	Loan funded	Loan funded	Loan funded	Loan funded	Loan funded	Loan funded
<b>Level 4</b>	Loan funded	Loan funded	Loan funded	Loan funded	Loan funded	Loan funded
<b>ESOL</b> (English for Speakers of Other Languages) learning up to and including level 2	Fully funded	Fully funded	Co-funded	Fully funded	Fully funded	Co-funded
<p>*Must be delivered as one of the English and maths, and/or digital skills, and/or first full level 2 or first full level 3 qualifications required as part of the legal entitlements.</p> <p>** Loan funded for non WMCA residents</p> <p>^Must be delivered as entry or level one provision from local flexibility.</p> <p>+ Level 3 Adult Offer – only for courses that appear on the ESFA/WMCA list of eligible courses. Once a student has been funded by this route they will have exhausted their eligibility for the FCFJ offer and will revert to loan funded.</p> <p><b>Low Wage</b> – has an annual gross salary of less than £32,000 (£25,000 for non WMCA residents for all courses)</p> <p><b>Unemployed</b> – not currently in employment and seeking employment <b>OR</b> re-training in order to seek employment where the training is directly relevant to their employment prospects and local labour market needs <b>OR</b> in receipt of JSA or ESA or Universal Credit with a take home pay of less than £892 per month (£1,437 per month if a joint claimant)</p>						

- 4.8 The WMCA/ESFA from time to time may designate specific provision to be funded outside of these rules. Where this applies the College will communicate this to prospective students via the College website and other marketing media.

## Advanced Learner Loans

- 4.9 Advanced Learner Loans are provided by the Student Loans Company, they are not means-tested and are available to eligible learners who are studying an eligible qualification and are:
- Aged 19 or older on the first day of starting their designated loans qualification
  - Studying one or more designated loans qualifications at levels 3, 4, 5, or 6
  - Applying for a loan of more than £300
  - Hasn't previously had more than 3 Advanced Learner Loans in their lifetime (students can apply for up to 4 loans and these can run concurrently if doing more than one qualification)
- 4.10 Eligibility for a loan does not remove any legal entitlement the student may have to full funding for their first full level 3 qualification.
- 4.11 The Student Loans Company is responsible for assessing a student's eligibility for a loan, in the event that a loan application is declined the student will become immediately liable for the published tuition fee.
- 4.12 The College reserves the right to take action to collect from a student the difference between the loan funding received and the published tuition fee in the event that a student withdraws from their course.

## Tailored Learning (Community Learning)

- 4.13 Tailored Learning courses are learning that is not subject to awarding body external accreditation, but is designed to develop the skills, confidence, motivation and resilience of adults of different ages and backgrounds in order to:
- Progress towards formal learning or employment and/or
  - Improve their health and well-being, including mental health and/or
  - Develop stronger communities
- 4.14 The College's policy on fee charging for these courses is informed by the funding agencies objective to 'collect fee income from people who can afford to pay, and use where possible to extend provision to those who cannot'.
- 4.15 The fees for tailored learning courses are set out in the table below:

Eligible for Adult Skills funding as defined at 4.3 and has a household earned income below £33,000	Eligible for Adult Skills funding as defined at 4.3 and with a household earned income equal to or above £33,000	Not eligible for Adult Skills funding as defined at 4.3
Free of Charge	Co-funded tuition fee	Full tuition fee

- 4.16 Household income is defined as that income from paid employment, investment and/or occupational pension. Income from state benefits and pension will be disregarded.

- 4.17 Tuition fees are charged at the rate of £13.20 per guided learning hour, for Co-funded students the rate is £6.60 per guided learning hour. The total charge is subject to a maximum as follows:

Courses 6 hours or less		Courses between 7 and 12 hours		Courses 13 hours and over	
Full Fee	Co-funded	Full Fee	Co-funded	Full Fee	Co-funded
£50	£25	£100	£50	£200	£100

- 4.18 Students under the age of 19 are eligible for full funding for Tailored Learning courses if they are a parent, carer or guardian attending a course designated as ‘family learning’,

### Higher Education Courses

- 4.19 The HE fees for courses commencing in the academic year 2023/24 are set out in the table below. Fees are subject to change in the event of any legislative reform.

Qualification level	Mode of Study	Fee
FT HNC/HND	Full Time	£6,000
PF HNC/HND	Part Time	£3,045
Diploma in Education and Training	Part Time	£2,250
PGCE	Part Time	£4,500
Level 6 Top-up	Full Time	£7,500

*The fees quoted above are payable for **each** year of study, for example the total cost of a 2 year part-time HNC would be £6,090.*

- 4.20 Course fees for the Diploma in Education & Training, PGCE and Level 6 top-up degrees are set in partnership with the awarding institution and will vary accordingly and may be subject to change. The College will abide by the fee proposals from these institutions.
- 4.21 Students may be eligible for maintenance and tuition fee support in the form of grants or loans from the Student Loan Company. Any such funding depends primarily on their personal and family income and circumstances.
- 4.22 The Student Loan Company is responsible for assessing a student's eligibility for a loan/grant, in the event that a loan/grant application is declined the student will become immediately liable for the published tuition fee.
- 4.23 The College reserves the right to take action to collect from a student the difference between the loan funding received and the published tuition fee in the event that a student withdraws from their course.

### Commercial Courses

- 4.24 These are courses that do not attract any government funding and are either:
- Public, being publicly advertised provision available for anyone (such as that in the prospectus).
  - Bespoke, being provision arranged for people from specific organisations such as an employer.

- 4.25 The College sets fees to ensure that they fully cover the delivery costs and make a contribution to overheads. Any surplus from these courses is reinvested in the College infrastructure to benefit all students.

## **5. Apprenticeships**

- 5.1 In accordance with government funding rules students studying an apprenticeship will not be charged any tuition, examination or registration fees, the employer is responsible for the full cost of learning not covered by government funding.
- 5.2 An employer can use their Levy Fund to cover the full cost of learning. In the event that there are insufficient funds in the Levy Fund to meet the cost of learning they will have to pay a contribution of 5% of the total cost of learning up to the funding band maximum (this is often called 'co-investment').
- 5.3 An employer who does not have a Levy Fund is required to make a contribution to the cost of learning for apprentices aged 19 and over and aged 16-18 if they have more than 50 employees. At the time of writing this was 5% of the total cost of learning up to the funding band maximum (this is often referred to as co-investment).
- 5.4 If the cost of learning exceeds the funding band maximum then the employer is responsible for the full cost of learning over the funding band maximum in addition to any employer contribution referred to in 5.2 and 5.3.
- 5.5 From 1 April 2021 employers must ensure they create an account to manage their apprenticeships. They must register with the Apprenticeship Service to reserve funding for any planned apprenticeship starts. Apprenticeship funds can be reserved for up to 6 months from the planned start date.
- 5.6 Prior to learning commencing there will be a contract in place between the College and Employer that includes the total cost of learning, the amounts payable by the employer and payment method and terms.
- 5.7 If at any point during or after learning has ended, an apprenticeship is deemed to not be eligible for government funding or such funding is withdrawn, the employer will be liable for the cost of the learning as detailed in the contract.
- 5.8 Where an Apprentice attracts additional government funding known as 'incentive payments', the College will make the payment to the Employer within 30 working days of receiving the funds from the ESFA. The employer is responsible for the reimbursement of any incentive payments made in error, or where they or the student was or becomes ineligible for them.
- 5.9 Where an Apprentice changes employer, leaves learning or is made redundant the funding will cease with effect from the date of the event. It is the employer's responsibility to ensure that no further payments over the pro-rated cost are made to the college from their Digital Account,
- 5.10 Where the cost of an apprenticeship exceeds the maximum funding band or the cost of the EPA is greater than 20% of the maximum funding band, the Employer will be charged for the additional cost.

## 6 Additional Charges

- 6.1 The College follows the prevailing government guidance on additional charges payable by students.
- 6.2 Any student whose course is fully funded by the government will not be charged for examination, professional body registration or resources that are necessary for completion of the learning aim.
- 6.3 Other additional charges that may apply include:
- A College ID pass. A **£10** charge applies to **adult** learners, **HE** learners and **full cost** learners as a contribution to printing and copying costs and for a learning pass. This charge is eligible for bursary support for fully funded adult students.
  - Replacement College ID pass. A **£5** charge applies to all students with the exception of SLDD students and pre-16 students.
  - Replacement Lanyards are charged at **£1**.
  - The cost of any equipment and clothing necessary to undertake the programme of study where this equipment remains the property of the student once the course has been completed.
  - A contribution towards the cost of any materials on practical courses such as art and design programmes may be charged. In the case of fully funded students such a contribution will be voluntary, but a student who does not make the specified contribution will not be allowed to retain any practical work they have completed.
  - Disclosure and Barring Service (DBS) check to take part in learning, If the learning is associated with the learner's employment, their employer is responsible for carrying out and paying for this check. There will be no charge if the learner is fully funded and requires this to participate in learning.
  - The cost of any trips or visits associated with the programme of study,
  - Charges relating to **UK NARIC** (the designated United Kingdom national agency for the recognition and comparison of international qualifications and skills) will be payable by the student.
- 6.4 The student will be personally responsible for paying any membership fees to a professional body (such as AAT, CiPD) even where required for completion of the course. Financial support for these fees may be available from the college bursary funds for eligible students.
- 6.5 Students will be advised of any additional charges that apply to their specific course upon enrolment.

### Examination/End point Assessment Retakes

- 6.6 This section of the policy applies to all students whether or not they are in receipt of full government funding for their course or apprenticeship.
- 6.7 The College reserves the right to charge a student and/or Employer for the cost of resitting an examination or re-taking an End Point Assessment (EPA) including a **£10** administration fee. This includes situations where a student has not presented themselves for examination and/or EPA and there has been a cost to the College.
- 6.8 A student will not be re-entered for an examination or an EPA re-arranged until payment has been received in full.



## 7 Payment Terms

7.1 All fees must be paid in full when enrolling/booking by one of the following methods:

- Debit/Credit Card
- Bank Transfer
- By telephone using a debit or credit card
- Evidence from an employer that they have agreed to pay
- Evidence of application for an Advanced Learner Loan/HE loan
- Evidence of address and income

7.2 The only exception to 7.1 is where payment by instalments has been agreed and an instalment agreement completed, instalments must be paid by direct debit.

7.3 Cash payments will not be accepted.

7.4 Where an employer has agreed to pay the fee the student must provide either an official purchase order or a written statement from the employer on company letter head stating that they have agreed to pay the fees. The letter must state:

- The student(s) name(s)
- Course title
- Confirmation of amount to pay (if no amount is stated the assumption is that the employer is liable for the full fees associated)
- Details of where the invoice should be sent
- Name and Signature of the authorising persons

7.5 The College will then invoice the employer or sponsor and payment will be due within 14 days. If the College is unable to obtain payment from the employer or sponsor responsibility for the fees and charges will automatically revert to the student.

7.6 If the College hasn't received confirmation from the SFC/SFE that an Advanced Learner Loan or HE loan has been awarded within **6 weeks** of the course starting then the learner will become responsible for payment of the outstanding fees.

### **Payment of Apprenticeship fees are as follows:**

7.6 A credit check will be completed on the company prior to any sales team engagement. If this credit check identifies a poor credit rating, by default payment is required within 14 days of the invoice date, irrespective of contract value.

7.7 *Payment is either:*

- a) Required in full within 14 days of date of invoice if the value is **£500 or less**. Or
- b) For contract values which **exceed £500** employers have the option to pay the co-investment over 3 consecutive instalments. This request is to be agreed upon completion of the contract. Instalments are payable via direct debits as detailed elsewhere in this document.

7.8 Should the College encounter a delay in the processing of a direct debit mandate, payments will be backdated to commencement of the programme.

- 7.9 Where an employer fails to pay the employer contribution they will be liable for any resultant reduction in funding the college is entitled to from the funding agency.

## 8 Instalments

- 8.1 The College understands that students may find it difficult to pay all their tuition fees in advance. For this reason, the College offers staged payments for fees, subject to completion of an instalment agreement.
- 8.2 Instalments are available for courses over 1 term in duration and with fees over **£100**.
- 8.3 A minimum payment must be made on enrolment with the balance being spread over equal consecutive monthly instalments commencing the month after enrolment. These are set according to the length of course and fee as follows:

Course Duration	Fees up to £1,000		Fees over £1,000	
	On Enrolment	Instalments	On Enrolment	Instalments
Less than 14 weeks	100%		100%	
14 to 28 weeks	75%	3	50%	4
Over 28 weeks	50%	3	25%	4

- 8.4 Any request for an alternative instalment payment profile will be assessed based on individual circumstances and agreed at the discretion of the Director of Finance.
- 8.5 Payments must be made by direct debit.
- 8.6 Failure to make a payment will result in the full amount becoming payable immediately.
- 8.7 Courses delivered via the **Construction College Midlands (CCM)** are **not eligible** for payment by instalments.

## 9 Refunds, Withdrawals and Cancellations

### All Courses

- 9.1 Where a course has been cancelled by the College, refunds will be made to students in full.
- 9.2 If a student withdraws from a course prior to the course start date any fees paid will be refunded in full, subject to a deduction for any course materials supplied in advance.
- 9.3 With the exception of where the College has cancelled the course all refunds will be subject to an administration fee of £30.
- 9.4 In cases where a student has withdrawn as a result of exceptional personal circumstances, or where a student can demonstrate that the College failed to deliver what could have reasonably been expected, then an application for a refund should be made in writing to the Director of Finance.
- 9.5 Where a refund is granted it will be calculated as a proportion of the fee payable in line with the duration of the course not attended.

- 9.6 Where a student transfers to another course the proportional amount of the fee paid will be transferred and offset against the fee for the new course. If the new course has a fee that is less than the transferred amount there will be **no** refund.
- 9.7 All refunds will be made within 30 days of notification.

### Adult Courses (excluding HE and CCM)

- 9.8 Where a student withdraws from a course no refund will be given. However, if it is a course of more than 12 weeks duration and the student withdraws within 3 weeks of the start date a proportional refund will be given.
- 9.9 Where a student is required to leave the College, the learner will remain liable for fees due up to the point of exclusion.
- 9.10 Short courses (less than 12 weeks) and full cost courses are only eligible for a refund in the event that the course is cancelled by the College.
- 9.11 Examination and registration fees will only be refunded if the entry/registration hasn't been processed at the time of the refund application.
- 9.12 Where a student is funded via an Adult learner loan or Life time guarantee the student is personally liable for any outstanding fee that is due under this policy.

### HE Loan Funded Courses

- 9.13 Where a student is funded by a HE loan the college will charge the following proportion of the annual fee to the student loan account:

Withdraws within 6 weeks	Withdraws during term 1	Withdraws during term 2	Withdraws during term 3
NIL	25%	50%	100%

### Construction College Midlands (CCM)

- 9.14 Where a course booking is cancelled prior to the course start date, fees paid will be refunded as follows:

20 working days or more prior to start date	Less than 20 working days prior to start date
100%	NIL

- 9.15 Transfers to alternative courses can only be permitted if the request is received prior to the course start date as follows:

Access Courses	Construction courses	SSP Courses
20 working days or more	20 working days or more	20 working days or more

Transfer of a booking under 20 working days before the course start date will not receive a refund of the original booking and will be charged the full course fee for the new course date.

- 9.16 The College will make the application for a CISRS card on behalf of the delegate where all evidence required for the application is received within 7 days of the course completion. Where such evidence is not received by the College within the timeframe stipulated the College will not make the application and the delegate will be responsible for making their own application.
- 9.17 Course fees should be paid at the time of booking. Where a company has been granted credit terms and invoiced, payment must be received no later than 1 week before the course start date or the booking will be cancelled.

## **10 Failure to Pay**

- 10.1 The College will use appropriate debt recovery procedures where students breach the terms of an instalment agreement or an employer or sponsor liable for the fees fails to pay.
- 10.2 The College may exclude such students from the College and will not allow the student to complete or enrol on other courses (including in future years) until the debt is cleared. The Student disciplinary process will be enacted prior to exclusion from College for non-payment of fees. Further guidance can be found in the student disciplinary procedure.
- 10.3 In the event of student loan clawbacks the student is liable for any shortfall. This may be reduced on a pro-rata basis to the level of student's attendance, at the discretion of the College.
- 10.4 The College will take reasonable steps to advise and support students in financial difficulty and will endeavour to agree a payment plan with the learner. Any subsequent default on the agreed plan will in most cases result in withdrawal from the course

## **11 Definitions**

### **Household income**

- 11.1 A household is a student's family unit that live at the same address. The family unit could be made up of the student along with, their spouse/partner, parents or carer.
- 11.2 Income is defined as wages, state benefits including working tax and child credits, pensions, investment interest and any other income that is received by the student or a member of their household as defined in 11.1.
- 11.3 Wages earned by a student's children are not considered to be household income

### **Low Waged**

- 11.4 A student is considered to be on a low wage and eligible for fee remission as detailed within this policy if their annual gross pay is less than:
- £32,000 – if they live within the West Midlands Combined Authority Area

- £25,000 – if they live outside the West Midlands Combined Authority Area

11.6 The student will need to provide the last 3 months pay slips, or a current employment contract/statement from the employer that states gross monthly/annual wages.

### **Unemployed/Economically inactive**

11.7 A student is considered to be unemployed and eligible for fee remission if they are not currently employed and are able to start work or are available for work and the learning is directly relevant to their employment prospects and labour market needs.

11.8 A student will be defined as unemployed if one or more of the following apply:

- In receipt of JSA or ESA, including those receiving National Insurance credits only
- In receipt of Universal Credit and their take-home pay as recorded on their UC statement (disregarding benefits) is less than £892 per month (£1,437 per month for joint claimants)
- Is released on temporary licence, studying outside a prison environment and not funded by the Ministry of Justice
- Not currently employed (that is not in receipt of a wage from employment) and/or claiming an active benefit as unemployed

11.9 A student will be defined as employed if they are in receipt of waged income as a permanent, temporary, or self-employed worker.

11.10 Contracts of employment that define a student as employed includes part-time, zero-hour and agency contracts.

### **Resident of the West Midlands Combined Authority (WMCA)**

11.8 The West Midlands Combined Authority consists of the following councils, Birmingham, Solihull, Sandwell, Dudley, Walsall, Wolverhampton and Coventry.

11.9 A student is considered to be a resident of the WMCA where their registered home has a postcode that is within the WMCA geographical area, and/or they pay their council tax to one of the Councils listed in 11.8.

11.10 The student will need to supply evidence of their home address, (e.g. a utility bill in their name) and a copy of the most recent Council Tax bill for that address.