



Suffolk  
New  
College

# TUITION FEE POLICY

## 21-22 Academic Year

Document Created	June 2015
Date of Last Revision	February 2021
Date of Impact Assessment	February 2021
Review Date	February 2022
Version No.	12.0
Associated Policies	None

## Equality Impact Assessment

Name of Policy: Tuition Fee Policy

		Yes/No	Comments
1	<b>Does the policy/guidance affect one group less or more favourably than another on the basis of:</b>		
	Race or ethnicity	No	
	Disability	No	
	Gender	No	
	Religion or belief	No	
	Sexual orientation	No	
	Age	No	
2	<b>Is there any evidence that some groups are affected differently?</b>	No	
3	<b>If you have identified potential discrimination, are any exceptions valid, legal and/or justifiable?</b>	N/A	
4	<b>Is the impact of the policy/guidance likely to be negative/</b>	No	
5	<b>If so, can the impact be avoided?</b>	N/A	
6	<b>What alternatives are there to achieving the policy/guidance without the impact?</b>	N/A	
7	<b>Can we reduce the impact by taking different action?</b>	N/A	

# **Suffolk New College**

## **Tuition Fee Policy**

This document sets out the College policy concerning the charging, remission and refund of fees and associated charges relating to teaching of courses. It was issued by the College on 11 March 2021 and is valid for all courses starting in the academic year 2021/22.

This policy is due for review in February 2022 by the Vice Principal.

### **A. BACKGROUND**

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#### **1. General Information**

- 1.1 This document sets out the terms under which fees are paid to Suffolk New College, whether by students paying their own fees, employers or sponsors for the academic year 2021/22.
- 1.2 This policy is based on the latest fee information published by the Education and Skills Funding Agency (EFSA), and is subject to change, should the ESFA publish any subsequent guidance notes or issue a new policy.
- 1.3 This policy applies equally to any campus of Suffolk New College or anywhere else that offers courses to the public under the Suffolk New College brand.
- 1.4 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.
- 1.5 Within this policy, and in all other official College documentation, the term “fees” is deemed to include all standard and supplementary tuition fees, examination and/or registration fees and any other fees that are due at the time of enrolment.
- 1.6 For certain courses other fees, including examination fees, registration fees and fees for trips and materials, are chargeable separately at a later date, or may be payable directly by the learner to the examining body. Students are responsible for checking whether there are any additional charges for a specific course prior to enrolment.

- 1.7 Fees for all courses are payable upon enrolment at the start of the course. This applies equally whether the course is for 1 academic year, or for two academic years. The academic year is defined as the twelve-month period beginning 1 August each year. Exceptions to this are Advanced Learner Loans and Apprenticeships (*see sections C and 13 below*)
- 1.8 The College reserves the right to vary fees without notice at any time up to the commencement of a course, programme or module.
- 1.9 The College reserves the right to vary the timetable of any course, programme or module for operational reasons at any time.
- 1.10 For apprenticeships, the fee should be agreed by the College and the employer prior to the start of the apprenticeship. An apprenticeship contract will be put in place for every apprentice. This will normally be the preferred model contract.
- 1.11 Apprentices must not be asked to contribute financially to the direct cost of their learning or assessment. This includes those students leaving their apprenticeship early.

## **2. Eligible Students**

- 2.1 To be classified as a student and therefore qualify for public funding, students must meet the eligibility criteria as set out by the Funding Bodies, namely:
  - On the “relevant date” to be “settled” in the UK
  - To have been ordinarily resident in the United Kingdom and Islands (the Channel Islands and the Isle of Man) throughout the three year period preceding that date, other than wholly or mainly for the purpose of receiving full-time education
- 2.2 The “relevant date” refers to the first day of the first teaching year of the course and is defined as:
  - 1 September for programmes commencing between 1 August and 31 December
  - 1 January for programmes commencing between 1 January and 31 March
  - 1 April for programmes commencing between 1 April and 30 June
  - 1 July for programmes commencing between 1 July and 31 July
- 2.3 “Settled” means having either indefinite leave to enter or remain (ILE/ILR) or having right of abode in the UK. British Citizens and other people have the right of abode in the UK:
  - British nationals who hold a United Kingdom of Great Britain and Northern Ireland passport;

- Irish nationals;
- European Union nationals or family members of EEA and Swiss workers (resident in the UK before 1 January 2021) with settled or pre-settled status;
- those whose passports have been endorsed to show they have right of abode in the UK;
- those who have a certificate of naturalisation or registration as a British Citizen;
- those with Hong Kong British National (Overseas) (BN(O)) visa who have been given Home Office permission to reside in the UK.

2.4 In addition, the following groups of students will be also eligible for funding:

- People with refugee status (RS), humanitarian protection (HP), discretionary leave (DL), or exceptional leave to enter or remain (ELE/ELR) and their spouses, civil partners and children;
- People with recently settled status (this means those having been granted indefinite leave to enter or remain, or British Citizenship within the 3 years immediately preceding the start of the course).

2.5 In addition, the following groups of students, aged up to and including the age of 18, will also be eligible for funding:

- Those who are accompanying or joining parents or spouses or civil partners who have the right of abode or leave to enter or remain in the UK (or accompanying or joining relevant family members, usually parents, who are UK or Irish nationals), or those who are children of diplomats;
- Those who are dependants of teachers coming to the UK on a teacher exchange scheme;
- Those who are residing legally in the UK (including those entering the UK in the last 3 years who are or were not accompanied by their parents) who are British (or Irish) citizens or those whose passports have been endorsed to either show they have the right of abode in this country or to show that they have no restrictions on working in the UK;
- Those who are dependants of adults residing legally in the UK who have been given immigration rights as workers to reside in the UK;
- Those who are dependants of foreign students where the accompanying parent or legal guardian has a Student visa (the accompanying parent or legal guardian is excluded from funding);
- Asylum seekers;
- Those having been granted leave under section 67 of the [Immigration Act 2016](#) (the 'Dubs' amendment)
- Those having been granted Calais leave to remain;

- Those who are (including unaccompanied asylum seekers) placed in the care of social services or those in receipt of Section 4 support.

2.6 The College is not currently offering courses to overseas students. Anyone who thinks that they may fall outside of these regulations is asked to contact Student Support on 01473 382738 to undertake an assessment as to whether or not you are eligible.

## B. TUITION FEES

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### 3. Students aged Under-19

- 3.1 All students aged under 19 on 31 August in the year of commencement of their course, undertaking funded full-time courses of study (including employed students), will not be required to pay any tuition fee, registration fee or examination fee element of their courses.
- 3.2 Students undertaking a two-year (consecutive) course of study who reach their 19<sup>th</sup> birthday before completing the course, will not be required to pay any fees for their course of study.
- 3.3 Students aged under 19, are not normally encouraged to take up part-time courses of study

### 4. Students aged 19+

All students aged 19+ must pay the fee directly as set out by the Corporation of the College, unless they are studying for a qualification listed on the Learning Aims Reference Service (LARS) which is eligible for government funding, **and** that fall into one of the following categories which are exempt from tuition fees:

- 4.1 Students studying English and/or Maths at GCSE or below, where they do not already have a grade A\*-C or grade 4 or higher in Maths, and they are studying a level above that at which they have been assessed, unless delivered as part of a 19+ Apprenticeship.
- 4.2 Students aged 19-23 on the day that they start the following:
  - Entry level and level 1 qualifications, excluding English or, Maths, as a way of progressing to a full level 2 qualification
  - Their first full level 2 qualification<sup>1</sup>
  - Their first full level 3 qualification<sup>1</sup>

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<sup>1</sup> Certain qualifications only – as specified on LARS.

4.3 Students aged 19-23, or aged 24+ and starting a learning aim up to and including level 2 and who are in receipt of one of the following:

- released on temporary licence (RoTL), undertaking learning outside prison and not funded by the Ministry of Justice, or
- receiving Jobseeker's Allowance (JSA), including those receiving National Insurance credits only, or
- receiving Employment and Support Allowance (ESA), or
- receiving Universal Credit and their earned income from employment (disregarding benefits) is less than £338 per month (learner is a sole adult in their benefit claim) or £541 per month (learner has a joint benefit claim with their partner).

4.4 Students aged 19-23, or aged 24+ and starting a learning aim up to and including level 2<sup>2</sup>, and

- who are unemployed and want to become employed or employed and want to progress into more sustainable employment, and their earned income (disregarding benefits) is less than £338 per month (learner is a sole adult in their benefit claim) or £541 per month (learner has a joint benefit claim with their partner) and you are satisfied that the identified learning is directly relevant to their employment prospects and the local labour market needs or;
- who are in receipt of one of the following benefits themselves (not a partner or parent) and their income from earnings (disregarding benefits) is less than £338 per month (learner is sole adult in their benefit claim) or £541 per month (learner has a joint benefit claim with their partner)
  - Income support
  - Housing benefit
  - Council tax benefit
  - Guaranteed pension credit
  - Total tax credits (includes working tax credit and child tax credit), and where the household income is less than £16,190 per annum.
- who are in receipt of a wage of less than £17,004 (gross) per annum and would normally be eligible for co-funding. This must be evidenced by a wage slip or Universal Credit statement not older than 3 months, or a current contract of employment that states gross monthly or annual wages.

4.5 Students aged under 25 years of age, on 31 August, with Learning Difficulties or disabilities who have an Education and Health Care Plan (EHCP).

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<sup>2</sup> Certain qualifications only – as specified on LARS.



4.6 Students aged 19 or older on the day that they start a full level 3 qualification with an agreed advanced learning loan as provided by the student loans company.

4.7 Students aged 19 and over studying ESOL (English for Speakers of Other Languages) courses, will be treated as being co-funded. The only exception to this is if they can meet all of the below requirements they will be classed as fully funded:

- They are studying a regulated qualification (excludes students not studying for a recognised qualification) and:
  - who are unemployed and want to become employed or employed and want to progress into more sustainable employment, and their earned income (disregarding benefits) is less than £338 per month (learner is a sole adult in their benefit claim) or £541 per month (learner has a joint benefit claim with their partner) and you are satisfied that the identified learning is directly relevant to their employment prospects and the local labour market needs or;
  - who are in receipt of one of the following benefits themselves (not a partner or parent) and their income from earnings (disregarding benefits) is less than £338 per month (learner is sole adult in their benefit claim) or £541 per month (learner has a joint benefit claim with their partner) or;
    - Income support
    - Housing benefit
    - Council tax benefit
    - Guaranteed pension credit
    - Total tax credits (includes working tax credit and child tax credit), and where the household income is less than £16,190 per annum.
  - who are in receipt of a wage of less than £17,004 (gross) per annum and would normally be eligible for co-funding. This must be evidenced by a wage slip or Universal Credit statement not older than 3 months, or a current contract of employment that states gross monthly or annual wages.

4.8 The above rules are subject to confirmation of the 2021/22 funding regulations as published from time to time by the Education and Skills Funding Agency (ESFA) and are therefore subject to change.

## **5. Examination Charges**

- 5.1 Where examination fees are not charged, this exemption will only apply to the first attempt at an examination or qualification. The College, at the discretion of the appropriate Director, reserves the right to charge for any subsequent attempts or “re-takes” in the following circumstances:
- The student does not turn up for an exam for which the College has paid, without prior agreement or a good cause;
  - The student is retaking an exam with the aim of achieving a marginal improvement in grades.

## **6. “Full Fee”, Professional Short Courses and Leisure Learning Courses**

- 6.1 Students aged under 19 cannot normally book onto such courses at the College.
- 6.2 Certain courses offered by Suffolk New College will not be subsidised with any public funding. As no public funding is received for these courses they are charged at a full fee to cover the costs of running the course.
- 6.3 No fee remission (as set out in paragraph 4) will apply to these courses.
- 6.4 All fees in respect of these courses are payable at the time of booking on the course, unless the student is being sponsored (see 11 below).
- 6.5 Fees for all such courses run by the College are published with the course information, online at [www.suffolk.ac.uk](http://www.suffolk.ac.uk).
- 6.6 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“Consumer Contracts Regulations”), you may cancel your purchase of a course within a period of 14 days beginning on the day after you book the course. However, there is no right of cancellation where the course begins within this fourteen-day period.
- 6.7 Cancellations of such courses will be subject to the following charges:
- Cancellations within 14 days of the start date will be charged the full course fee.
  - Cancellations within 15-28 days of the start date will be charged 50% of the course fee.
  - Cancellations more than 28 days before the start date will be charged 20% of the course fee.

## **C. APPRENTICES**

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### **7. Responsibilities of the Employer**

- 7.1 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.
- 7.2 This will include such details as:
- whether the employer is a levy payer or a non-levy payer;
  - whether the employer is classed as “small” or not (less than 49 employees including any apprentices);
  - whether the apprentice has any learning difficulties or disabilities;
  - whether the apprentice is in care or a care leaver;
  - Please note that this list is not exhaustive, and is for indicative purposes only.
- 7.3 It is the responsibility of the employer to ensure that they are registered with the Digital Apprenticeship Service (DAS), whether levy or non-levy, if applicable, and to ensure that the details that it contains are kept up to date. If an employer fails to register for the DAS within 42 days (6 weeks) of the apprentice starting, they will become liable for the tuition fees in full or the apprentice will be withdrawn from training.
- 7.4 It is the duty of the employer to ensure that any deadlines are complied with, and for completing any necessary paperwork.
- 7.5 The College cannot be held responsible for any errors or omissions in anything provided by the employer in good faith.
- 7.6 The employer who employed the apprentice at the point of initial sign up is responsible for the apprenticeship fee.

### **8. Levy Payers**

- 8.1 All employers with a total pay bill in excess of £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 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.

- 8.3 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.

## 9. Non-Levy Payers

- 9.1 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.

- 9.1 All employers are required to make a 5% co-investment towards the costs of training the apprentice.

- 9.2 However, the employer is not required to make a co-investment if all of the following conditions are met:

- 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 16<sup>th</sup> birthday is between the last Friday of June and 31<sup>st</sup> August); **or**
  - the apprentice is aged between 19 and 24 on the date on which the apprenticeship starts and has either:
    - an EHC plan provided by their local authority; **or**
    - has been in the care of their local authority as defined in the funding rules.

## **D. PAYMENT OF TUITION FEES**

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### **10. Terms and conditions**

- 10.1 All tuition fees are due for payment in full upon enrolment.
- 10.2 This is irrespective of the manner of payment, whether by Advanced Learner Loan or by instalments payable by Direct Debit, or the duration of the course.
- 10.3 The College will ensure that the student and/or student's sponsor are given prompt notification of fees due and arrangements for payment prior to enrolment onto the course.
- 10.4 The student and/or their sponsor are responsible for the prompt payment of all fees due, as per agreed payment arrangements.
- 10.5 Defaults on payment are treated seriously and will lead to withdrawal of College services.
- 10.6 If the student withdraws, or is withdrawn for whatever reason, from their course of study within twenty-eight days of the date of the course starting, then their fees will be limited to a third of the total fee due, otherwise the full fee, less anything paid by the student or the Student Loans Company will be due.
- 10.7 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.
- 10.8 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.
- 10.9 The College reserves the right to prevent any student from enrolling on a course if they have any outstanding unpaid tuition fees.
- 10.10 Fees may be paid by the following methods, directly to the Finance team at the College's main site:
- bank transfer or BACS payment directly into the College's bank account;
  - credit or debit card, either in person or over the telephone;
  - cash, in person only;
  - By invoice to employer / sponsor (see 11 below);
  - Direct Debit arrangement (not for apprenticeships) – (see 12 below);
  - Advanced Learner Loans (not for apprenticeships) – (see 13 below).

## **11. Fees paid by Sponsor / Employer**

- 11.1 All sponsors are required to provide proof of sponsorship as follows, prior to the student being enrolled on the course. Acceptable forms are as follows:
- Completed Invoice Authorisation form;
  - Official Purchase Order;
  - Letter on official headed paper signed by an authorised signatory.
- 11.2 If the Sponsor does not provide the required evidence, the student will be liable for the payment of fees due at enrolment. These may be paid in full or by Direct Debit, from the student's own bank account (*See 12 below*).
- 11.3 The College is unable to set up direct debit payments from a sponsor's or employers bank account.
- 11.4 If the sponsor is not paying the full amount, the student must pay the shortfall in full at enrolment. If the amount owed by the student is greater than £600, they can apply to pay their contribution by direct debit (*see 12 below*).
- 11.5 All invoices issued to sponsors must be paid in full within 30 days of the date of issue; otherwise the student may be withdrawn from the course.
- 11.6 Should employers or sponsors fail to pay invoices for tuition fees, the student will become personally liable for the full amount of any outstanding fees.
- 11.7 Students remain personally responsible for the payment of any fees in respect of trips and materials.

## **12. Direct Debit Arrangement**

- 12.1 Instalment contracts are available only to individual students aged 18 or over whose tuition fees for the year are £600 or more.
- 12.2 This payment option is not open to overseas students or sponsors who must pay their fees in full upon enrolment.
- 12.3 Students enrolling on a full year course, starting in September, must pay an amount as follows:
- At enrolment 1/3 of the total fee due
  - 20% of the remainder on the last day of October
  - 20% of the remainder on the last day of November
  - 20% of the remainder on the last day of December
  - 20% of the remainder on the last day of January
  - 20% of the remainder on the last day of February

- 12.4 Students enrolling on a course that does not start in September, or of a duration shorter than a year must apply to the Finance office for a bespoke payment arrangement.
- 12.5 Any default on this agreement, or a cancellation of a direct debit arrangement may result in the student being withdrawn from their course, and the outstanding fees to be immediately payable.
- 12.6 The College is not able to offer direct debit agreements to persons under the age of 18, or to those persons being sponsored to attend the course of study.

### **13. Advanced Learner Loans**

- 13.1 Students aged 19 and over, who are not eligible for funding as outlined above in section 4.2, 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.
- 13.2 Loans are not means tested and are available to eligible students. On receipt of an application, the Student Loans Company is responsible for assessing whether a student is eligible. Suffolk New College takes no part in assessing a students' eligibility for an advanced learner loan.
- 13.3 Students 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](http://www.gov.uk/apply-online-for-student-finance))
- 13.4 Any student 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 £600, they can apply to pay their contribution by direct debit (*see 12 above*).
- 13.5 Any student as set out in 13.1 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 £600, they can apply to pay their contribution by direct debit (*see 12 above*).
- 13.6 Students 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.

- 13.7 Students who are late in applying, and are intending to pay with a loan and do not have a loan acceptance letter, must pay at least 1/3<sup>rd</sup> of the total fee due at the point of enrolment. They must also sign a direct debit mandate to pay the remainder by instalments, in accordance with the direct debit arrangements set out in section 12, above. Once confirmation of the loan has been received by the College, any amounts paid (including instalments) will be refunded.
- 13.8 Any student 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 10 above).
- 13.9 Students will have to repay the loan to the Student Loan Company when they start earning enough money. Currently the repayment rate is 9% per annum on all earnings above £26,572.



## **E. REFUND OF TUITION FEES**

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### **14. General Information**

- 14.1 If a course is closed, or provision is withdrawn by the College then a full refund of all fees paid will be made to all students enrolled on the course at the time of closure. All refunds resulting from closure or withdrawal of provision will be made automatically to students within 28 working days of the withdrawal of provision.
- 14.2 Where a student, apprentice or the apprentices' employer can demonstrate that their withdrawal from the course has resulted from a failure of the College to deliver what could have been reasonably expected, or is as a result of exceptional personal circumstances, a refund or partial refund of fees due may be authorised. All requests should be made in writing to the Vice Principal.
- 14.3 No requests will be considered that are related to a medical or personal issue that existed prior to the student, or apprentice, enrolling onto the course. The College advises all students, or apprentices, to give consideration to their ability to meet the requirements of the course prior to making the commitment to enrol.
- 14.4 No refund will be paid if the student or apprentice is withdrawn under College disciplinary procedures.
- 14.5 No other request for refund will be entertained.
- 14.6 The Corporation of the College will not be liable for the refund of fees to students 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.

Appendix A

**Ready Reckoner for Fee Remission**

	<b>Entry Level / Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Full Cost (Part Time) &amp; Leisure Learning</b>
<b>16-18</b>	No fee chargeable	No fee chargeable	No fee chargeable	Not normally eligible, but full fee due if taken
<b>19-23</b>	No fee chargeable if needed for progression for a first full level 2 qualification (Not for English or, Maths courses), otherwise Full fee due  ESOL students up to and including L2 no fee if unemployed. Otherwise co-funded unless low wage earner	No fee chargeable if: First full level 2 qualification* JSA, ESA, Universal credit, with take home pay less than £338 monthly (£541 joint) Wider benefits or low income* Maths/English if not already got 4 (C) or higher at GCSE, <b>otherwise</b> Full fee due	No fee chargeable for first full level 3 qualification*, <b>otherwise</b> Full fee due	Full fee due
<b>24+</b>	No fee chargeable if: JSA ESA Otherwise, Full fee due ESOL students up to and including L2 co-funded unless low wage earner (recognised quals only) – otherwise full fee.	No fee chargeable if: JSA ESA Wider benefits or low income* Maths/English if not already got 4 (C) or higher at GCSE, <b>otherwise</b> Full fee due	Full fee due	Full fee due

\* - Eligible courses only