



MORLEY COLLEGE LONDON

Fees and Refunds Policy

POLICY OWNER: Chief Finance Officer
APPROVAL BY: Governing Body

Policy Category: Student
Approved by Policy Committee: 14 February 2020
Approved by Governing Body: 30 March 2020
NEXT REVIEW: 31 July 2020

Equality Analysis Screening

Equality analysis is a way of considering the effects on different groups protected from discrimination by the equality act. Consider if there are any risks within this policy that will adversely affect a particular group or a variety of groups. Are there any changes that need to be made to the policy itself or additional actions that need to be made to mitigate the risks? The protected characteristics are:

- Race
- Gender
- Disability
- Age
- Sexual Orientation
- Gender reassignment
- Religion and Belief
- Maternity and Pregnancy
- Marriage and Civil Partnership

Risks identified:

The level of fees set and rates for concessions could disproportionately affect those in higher age groups and those with disabilities because of lower disposable incomes of those groups. Similarly those in lower age bands doing higher level loan-funded courses may be disproportionately affected as they may also have lower incomes.

Evidence used:
(data, consultation)

De facto circumstances (senior fees and receipt of benefits are criteria for concession fee eligibility).

Does this policy need a further action before it can be approved?
(changes made to policy or further equality analysis needed)

No

MORLEY COLLEGE LONDON

Fees and Refunds Policy

1. INTRODUCTION AND PURPOSE

The Fees and Refunds policy provides a basis on which the fees, charges and refunds the College makes to its students are arrived at, the circumstances in which some students may not be required to pay fees or charges, and the conditions under which the College will refund to students fees and charges they may have already paid, or make compensatory payments.

The aim of this policy is to ensure that:

- a) The College has a fees policy that is fair, equitable and clear, to ensure tuition fees and associated charges are based upon robustly calculated methods and that revenue is optimised.
- b) Any barriers to participation presented by tuition fees and associated charges are mitigated as much as possible by providing flexible payment options and/or assisting learners to access appropriate financial support to meet the cost of these.
- c) The College can respond flexibly to market forces and government policy, whilst recognising fee guidance issued by the Education Skills Funding Agency (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/824216/AEB_2019-20_rules_2_July_Version_2.pdf), the Greater London Authority, and the Office for Students.

This policy is intended to cover the transition period post-merger from February to the close of the academic year in July 2020.

2. MORLEY COLLEGE LONDON IN CONTEXT

The College seeks to generate appropriate course fee income to cover the cost of delivering courses in accordance with relevant current guidance, the College Pound Plus Policy and to contribute to the overhead costs of the College.

The College has been operating for many years within the context of reducing further education budgets for adults. This operating environment has led to an expectation of a greater contribution towards the costs of education and training from individuals and employers, particularly for intermediate and higher-level skills. This has led to the introduction by the government of Advanced Learner Loans for students aged 19 or older studying courses at level 3 and level 4. Since 2017/18, the College has delivered Higher Education provision funded from fees.

The College has an Equality and Diversity policy and seeks to ensure that arrangements for fees, charges and refunds are consistent with this.

The College administers student support funds and bursaries to provide financial help to students whose access to, or completion of, education or training is inhibited by financial constraints or barriers. This student support and bursaries are funded in part from the College's core funding as well as from donations to the College. Many courses also offer concession fees.

Morley College London and Kensington and Chelsea College (KCC) merged on 3 February 2020, with the KCC Corporation dissolving at that point.

3. POLICY STATEMENT

Tuition Fees and Related Charges

a) ESFA and GLA Funded Courses for Students aged under 19

FE learners who are, with reference to the latest funding guidance, because of their age and/or employment status and/or prior qualification level, eligible for full funding for a course, are not to be charged tuition fees and do not normally pay examination/registration fees (see below) for that course. This includes Learners aged 19-24 who have a Learning Difficulty Assessment (LDA) or an Education, Health & Care Plan. Students meeting these eligibility criteria, who are enrolled on a study programme and aged under 19 on 1 September of the year of study, will not be charged a tuition fee.

The College receives no funding for students who are under 19 on **non-accredited** courses – however they may in some circumstances be enrolled on **non-accredited** courses at the College's discretion **and they would not be charged fees.**

Depending upon the requirements of their programme, fully-funded learners may, however, be required to pay for specialist course materials, clothing/equipment they wish to retain for use outside of the course, photocopying & printing, or trips/visits that are not an integral part of their study programme.

The College will only charge examination or registration fees for fully funded learners on eligible courses in circumstances where the required attendance or completion of work has not been achieved, or the student fails without good reason to sit the examination for which the institution has paid. Charges may also be levied where a student re-sits an examination resulting from an initial examination failure or where a student re-sits an exam with the aim of achieving marginal improvements in grades.

The College may seek voluntary contributions from students or their sponsors but there will be no obligation to contribute and this will not in any way affect teaching, learning, or other entitlements.

Learners aged 19 or more enrolling on designated Level 3 or above programmes do not qualify for Government funding where they have already achieved a full level 3 qualification. In most cases these learners are eligible to apply for Advanced Learner

Loans, which are paid directly to the College. The loan value will cover the combined costs of tuition and examination/registration fees. The loan will only be available for those courses advertised by the College with a “loan” fee type and learners will need to receive an Advanced Learning Loan letter from the College confirming course eligibility before they apply for the loan. Learners aged 19-23 taking a first full level 3 will remain eligible for full funding.

If an FE learner is ineligible for loan financing or chooses not to take up the loan, then the combined tuition and examination/registration fee will have to be paid for from their own resources along with any other course costs.

Learners who are aged at least 19 on the start date of the course may be required to pay materials or trip/visit fees, which are outside of the loan arrangements unless they are a mandatory part of the course.

Fees Values for Courses operated from the North Kensington and Chelsea Centres are described in more detail in Appendix F.

b) ESFA Funded and Loan-Supported Courses

- Eligible learners enrolling on eligible provision aged 19 or over on 1st September studying on non-regulated or on Entry, Level 1 or Level 2 courses will be charged a tuition fee calculated in line with ESFA guidance, unless they are eligible for fee remission (see Appendix A). A course may offer a concessionary fee rate (see Appendix B).
- The College retains the right to set tuition fees for unregulated courses at the discretion of the Principal to reflect market demand, the College’s positioning in the market after external competitor analysis or the direct cost of specific provision. Rates will be set with the objective of providing optimum revenue after taking account of such market limitations using a clearly defined range of flexed variances from the agreed rate card.
- Fee rates will be determined each year as part of the College’s curriculum planning process. The base prices will be increased in line with inflation.
- Fee rates for individual new courses will be determined from a “rate card”, set out in Appendix C below, according to the nature of the course, the anticipated class size and the market environment. A course may offer a concessionary fee rate in line with the College’s policy on concessions.
- Level 3 and above courses are not supported by ESFA funding unless the student qualifies for fee remission and will therefore generally be charged a tuition fee reflecting the full funding per student as calculated from the Funding LARS database. Eligible students enrolling on eligible provision will, however, be able to apply for Advanced Learner loans for all or part of the tuition fee due. The fees quoted for students on these courses are quoted for the full duration of the course.

- Eligible students enrolled on HE courses will be able to apply for a loan from the Student Loan Company (SLC) to cover part or all of their course fee. The College has TEF Provisional status and currently charges the basic fee allowable under this award.
- Where students opt to take an advanced learning or HE loan for less than the full fee or choose not take up a loan they will be responsible for payment of the balance of the full tuition fee.
- Tuition fees for individual courses will be published by the College in the college prospectus and/or on the college website, and will take account of any material or supplementary charges (as detailed in the sections f) and g) below).

c) Students Ineligible for ESFA Funding

- Students on ESFA funded courses who are ineligible for ESFA funding, including overseas students from outside the EU, will be expected to pay a tuition fee of twice the published rate. **This is referred to as the Overseas base rate.**

The default categories in this policy apply to UK/EU learners who qualify for “home” student status (normally 3 years residency in the UK, or an EU or EEA country). The College is required to assess the status of all non-EU nationals prior to the start of their course. Where there is uncertainty over the status of non-EU nationals, guidance should be sought from Student Services. If insufficient evidence is provided to prove eligibility, then the learner will be liable for the overseas fee rate.

The College does not have Tier 4 status for recruiting students. The College can accept overseas students if the individual is permitted to be resident in the UK and is not prohibited from studying. Such students would be expected to pay the Overseas base rate.

The College will only enrol students who already have permission to be resident and the UK and are not prohibited from study in the UK. In the case of international students, a non-subsidised fee is charged which is normally a higher rate than that charged to “home” students. Fee rates for international students are set out in appendix 1 to this document.

d) Full Cost Courses (i.e. courses not funded by ESFA or supported by Advanced Learner Loans or HE loans)

- Rates for individual new courses will be selected from the College “fee rate card” according to the best match for the course, reflecting the anticipated class size, the costs of delivering the course and the market environment. Rates will be set with the objective of providing optimum revenue after taking account of such market limitations in line with the College Pound Plus Policy. The fee rate card categories are listed in appendix C.

- Fee remissions are not allowed; a course may offer a concessionary fee rate in line with the concessions guidance in appendix B.
- Some training programmes and courses are run by the College with no external funding and therefore a commercial rate must be charged either to participating learners or a sponsoring Organisation. No remission applies to full cost courses, and Advanced Learning Loans cannot be obtained for such courses. **The standard basis for calculating fee rates is available from the Chief Finance Officer.**
- **Full Cost “infill” into mainstream courses.** There are some occasions when an external Organisation (usually a school) wants to infill a single learner or a small number of learners into an established programme. The College receives no external funding agency income for these and so a full cost fee is chargeable. The College will normally base its fee on the equivalent to the funding which would be drawn down.

e) Variation of Tuition Fees

- All fees are agreed as part of the Curriculum Review and Validation (CRV) process, all fees must be based on the agreed College fee card rate and fit within the banded flex categories. A course may be moved to a new base rate through the CRV process subject to full justification. SLT may seek to reduce the number of fee rates or introduce new rate levels to meet the needs of new courses and changing delivery models.

f) Examination Fees

- No examination and assessment charges will be charged to eligible learners aged under 19 on 1st September or to learners for whom no fee has been charged

For most accredited courses, fees are inclusive of exam fees, any exceptions will be made clear

- The College reserves the right to levy a charge where the student wishes to re-sit an exam to improve a pass grade.

g) Material and Supplementary Charges

- Additional charges may be levied, where appropriate, on a course-by-course basis to reflect the specific requirements of the course. These charges cover items including but not limited to protective clothing, kits, tools, books, learning materials and a basic allowance of consumable materials.
- Such charges may be added to the hourly rate determined from the “rate card” to produce the published fee for the course.

- Charges for such items included in the published fee are not made where the learner is aged under 19 on 1st September or is on a funded course where the learner is eligible for fee remission. These charges are also deemed to be included within the fee where the fee given in the “rate card” is determined on a whole course rather than hourly basis (e.g. Advanced or Higher Learning courses).
 - Where students, including those aged 16-18 at enrolment, wish to use materials beyond the basic allowance included within the fee, the College will charge for the additional materials at an agreed rate and must be paid for in advance of using the materials.
- h) Students registering for courses residing in devolved authorities outside the Greater London Authority
- There are currently five devolved authorities within England as well as the Greater London Authority (GLA). GLA now fund the Morley Adult Education Budget Grant. All other students continue to be funded through ESFA and Morley College continues to receive a much reduced grant for these. To receive funding for students living in the other devolved authorities, Morley would need to agree education contracts.
 - Students registered within devolved authorities outside the GLA will be expected to pay the same fee levels as other students. The shortfall in income will be covered by the College. Student volume by devolved authority will be monitored and the College will contact the devolved authority to consider contracting based on the annual level of activity using income of £10,000 as the trigger level.

Remissions and Concessions

- Students accessing the concessionary fee discounts may be required to produce satisfactory documentary evidence of their entitlement to the concessionary rate.
- A list of the fee remission categories (those groups who are not required to pay a fee) is given in Appendix A, and of concessionary (those groups eligible for a reduced fee) or discount categories in Appendix B.

Staged payments

- Where the total fee on enrolment is greater than or equal to £200, students may be permitted to pay course fees in stages. If a student withdraws, unless otherwise stated, the student will remain liable for all outstanding fees at the point of withdrawal. The standard number of staged payments will be three per term. The maximum number of staged payments is 12 and the period of staged payment must not fall outside one year.

Payments by a Third Party

Where a student's fees are to be met by a third party (such as their employer) the student must supply, at the time of enrolment, a letter from the company or Organisation **confirming that they will meet the full cost of fees to be paid**. In the absence of such confirmation, the student remains liable for the full cost of the course.

Leavers and Transfers

- Heads of School are responsible to ensure student records are updated promptly for all leavers and transfers. This is to ensure timely information is available to support student refunds and/or additional payments and to ensure management information for course viability is accurate.

Refunds and compensation

- The College aims to ensure that all students receive an outstanding learning experience and that students are supported to complete their courses. However, in some circumstances refunds or compensation payments will be applicable. Full details are provided in Appendix D (for students at the Waterloo Centre) and Appendix H (for students at the Chelsea and North Kensington centres).

Discounts and special offers

- From time to time the College reserves the right to offer promotional discounts or special offers to students. Full terms and conditions will be available separately for each discount or promotional offer. All promotions will include the wording "Please refer to the individual terms and conditions of the specific promotion" (to be found on the college website).
- It should be noted that refunds will not normally be available where a promotional offer has been applied.
- Discounts and offers may be strictly time limited. In the case of late discounts, where students have already booked they will not be permitted to cancel and re-enrol to take advantage of the discount or offer.
- Single use vouchers may be offered as prizes, and the same terms apply as above.

4. POLICY OBJECTIVES

This policy provides a framework for staff involved in setting fees, charges and refunds to ensure consistency and fairness of approach and clarify the extent of public subsidy which supports the College's courses, and to provide transparency to students and other stakeholders where needed.

5. SCOPE OF POLICY

This policy applies to all staff and registered students of Morley College London in addition to partners of the College.

6. RESPONSIBILITY STRUCTURE

The Senior Leadership Team and Heads of Schools are responsible for leading and monitoring the implementation of the Policy.

7. PRACTICAL IMPLEMENTATION

The policy will be implemented through the College's Curriculum Review and Validation process.

8. COMMUNICATION AND TRAINING

The policy will be communicated to staff involved in the fees, charges and refunds setting process through the College's internal committee structures and will be made available to all via the College's intranet and website.

9. REVIEW AND MONITORING OF POLICY

The Policy will be reviewed every four years or sooner if changes in the rules governing public funding require it. Monitoring of the individual rates set under the policy will be undertaken annually as part of the curriculum review and validation process.

APPENDIX A – FUNDING AND FEE REMISSION ELIGIBILITY

A summary of 'eligible students' as interpreted by the College is set out below.

Eligible Students

Most individuals will be eligible for funding if they:

- are a citizen of a country within the European Economic Area (EEA) or other countries determined within the EEA, including those with bilateral agreements such as Switzerland, or have the Right of Abode in the UK, and
- have been ordinarily resident in the EEA (as above) for at least the previous three years on the first day of learning.
- A non-EEA citizen is eligible for funding if they have permission granted by the UK government to live in the UK, which is not for educational purposes, and have been ordinarily resident in the UK for at least the previous three years before the start of learning.
- Any individual with any of the statuses listed below, is eligible to receive funding and are exempt from the three-year residency requirement rule, the college must see the learner's immigration permission in these circumstances.

Refugee Status

Discretionary Leave to Enter or Remain.

Exceptional Leave to Enter or Remain

Indefinite Leave to Enter or Remain

Humanitarian protection

Leave Outside the Rules

The husband, wife, civil partner and child of any of the above

Asylum seekers are eligible to receive funding if:

- they have lived in the UK for six months or longer while their claim is being considered by the Home Office, and no decision on their claim has been made, or
- they are in the care of the local authority and are receiving local authority support under section 23C or section 23CA of the Children Act 1989 or section 21 of the National Assistance Act 1948

Family members of EU citizens who do not have EU passports themselves can be eligible, please ask for clarification.

Remitted Fees

Those entitled to full fee remission are currently assumed to be:

- students aged under 19 on 1st September 2017
- students enrolling for English and Maths courses up to and including level 2 for individuals aged 19 or over who have not previously attained a GCSE grade A*-C or grade 4 or higher, and/or
- first Full Level 2 Courses, where students are 19-23
- first Full Level 3 Courses where students are 19-23

Students on an accredited course may be entitled to full fee remission if:

- they receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only
- they receive Employment and Support Allowance (ESA) and are in the work-related activity group (WRAG)
- they receive Universal Credit, earn either less than 16 times the national minimum wage / national living wage a week or £330 a month (this is subject to change) and are determined by Jobcentre Plus as being in one of the following:

All Work-Related Requirements Group

Work Preparation Group

Work-Focused Interview Group

- Learners who are employed and in receipt of a low wage will be fully funded where the course is:
 - accredited; or
 - provision leading to accreditation – ESOL, Maths and IT, Preparation for Work and Study

A discretionary zero fee applies to LLDD courses taught at Waterloo Centre; where appropriate the College will be in receipt of higher fees for assessed SEND learners, primarily based at North Kensington and Chelsea.

APPENDIX B – CONCESSIONARY RATE ENTITLEMENTS

- Students on courses, which the College determines should offer concessions, and who are in receipt of income-based benefits, but who do not qualify for full remission, will be offered a concessionary rate. This will normally be a percentage of the published full fee as determined annually as part of the curriculum review and validation process.
- Students on courses which the College determines should offer a senior fee, who are over 65 years of age and whose individual income is below £17,000, will be offered a senior fee rate which will normally be a percentage of the published full fee as determined annually as part of the curriculum review and validation process. The senior fee will typically be a higher percentage of the full fee than the normal concessionary fee and not be available for evening classes. Students whose main income is the state pension will be offered the concessionary rate as described above.
- Staff (employees on the College's payroll) will receive 100% fee remission where the enrolment is a part of an agreed programme of staff development and has been approved in advance by the Director of Finance.
- Where staff wish to take courses for personal enrichment outside normal working hours, subject to eligibility criteria staff and volunteers may access a discount on the quoted full fee. See the Staff Discount Procedure for further details.
- Students enrolling on a course from half-term or later for term-long courses, or from later than halfway through a course for other courses will be eligible for a 30% discount on the full fee.

APPENDIX C –SUMMARY OF TUITION FEES FOR 2019/20

The fee rates set out below are agreed and updated annually by the Senior Leadership Team and approved by the Governing Body. They are a supplement to the College fees policy.

FEE CATEGORIES 2019-20

Centre for Essential Skills

New Category	CATEGORY NAME	COURSES (examples)	Standard rate
H2	ESOL, other accredited Essential Skills and Community based	All ESOL accredited/non-accredited courses	£3.54
H3	EFL	All EFL courses and some small group languages	£11.44

School of Humanities and Applied Sciences

New Category	CATEGORY NAME	COURSES (examples)	Standard rate
H6	Complementary Health classes	All non-accredited comp. health courses	£8.92
H7	Complementary Health classes ext. accredited	Hypno etc.	£10.64
H9	Fitness classes	All non-accredited fitness classes, e.g. Yoga, Shiatsu, Pilates etc.	£7.49
H10	Unaccredited Business		£12.61
H13	Accredited Business Courses		£5.65

School of Music and Performing Arts

New Category	CATEGORY NAME	COURSES (examples)	Standard rate
M1	Music, standard group size	Instrument playing, singing, appreciation etc.	£8.16
M3	Music, large group size	Choirs, Ensembles etc.	£7.56
M4	Music, very large group size with accompanist	Choirs, Ensembles etc.	£4.68
M9	Drama	Acting, Theatre and Performance skills	£7.41

School of Visual and Digital Arts

New Category	CATEGORY NAME	COURSES (examples)	Standard rate
V2	Art classes, studio based with model or technician	P&D, Sculpture etc.	£11.22
V8	Sculpture intensive	-	£17.09
V9	Fine Art Mentoring Course	-	£17.54

Cross School Provision

New Category	CATEGORY NAME	COURSES (examples)	Standard rate
F1	SLDD; Maths and English	Courses in all Schools for SLDD e.g. Drama Music, Arts etc. Lit, Num, GCSEs	£0.00
F2	Humanities off-site; Art workshop, studio based, technician led	Walk London with us P&D, Sculpture, Jewellery, Ceramics, Textile, Print, Fashion, Photography etc.	£7.12
F3	Dance all; Drama professional training	All dance courses Master classes	£8.00
F4	Music and dance, standard group size with accompanist; Art classes, classroom based	Instrument playing, singing, appreciation etc. Art History	£8.94
F5	Languages, Humanities and Science; Music professional training; Art classes, studio based	All Languages and Humanities non- accredited courses Opera School, Opera Diploma etc. P&D, Sculpture, Jewellery, Ceramics, Textile, Print, Fashion, Photography etc.	£9.40
F6	Complementary Health CPD; Metal Sculpture	All non-accredited fitness classes, e.g. Yoga, Shiatsu, Pilates etc.	£13.75
C2	Level 2 accredited (non priority)	Counselling, C&G Dip Beauty, C&G Photography 1-2, (not E&M GCSEs)	£13.88
C3	Level 3 accredited - not loan funded	C&G Photography 3	£6.95
C4	Accredited - loan funded	Access, Art Foundation etc.	matrix
C5	Premium and short courses		£14.52
C6	Digital technology		£8.69
C7	Digital technology advanced		£12.09

APPENDIX D: REFUNDS & COMPENSATION

The full impact of learning is achieved through course completion. However, in the instances where refunds are applicable they will be applied as outlined below. In addition, in some circumstances the College may consider the payment of compensation, as outlined below.

Refunds of course fees (excluding advanced learning or HE courses)

Refunds for courses are only granted in certain circumstances which are detailed below. Refunds will normally be issued by the Finance Department within 15 working days of the request being received by the College.

- Student requests refund before start of the course: Written notice of withdrawal (or by e-mail) must be received by the College at least 10 working days before the start of the course. The student will receive a refund of fees paid, less a cancellation fee in accordance with their course fees as shown in the table below.

Refund amount (course fee)	Student cancellation fee
Up to £200	£20
£201-£500	£30
Above £500	£50

- Cancelled course: If the College cancels a full course of study, the students will receive a full refund, usually within 15 working days. If the College cancels a course after two sessions have been completed, a pro rata refund will be offered based on the number of weeks cancelled as a share of the total course length. There will not be a student cancellation fee.
- Cancelled session: If a session cannot go ahead then the College will try to make up the lost session. If this is not possible, or a student is unable to attend the re-scheduled session, then the student will be entitled to claim a refund. Where the refund due amounts to £20 or more the College will automatically make the refund. Where the value of the refund is less than £20, students who wish to claim the refund should email the relevant school administrator (or apply in writing) after the course has finished, quoting the course code and date of the missed session(s). There will not be a student cancellation fee.
- Refunds will not be payable and extra sessions will not normally be provided if the cancellation is for reasons outside the direct control of the College (e.g. because of very bad weather conditions, industrial action, security alert etc.). Students will normally be notified by telephone or email when a session is cancelled, where the student has provided up to date contact details. The College does not refund travel expenses incurred when a session is cancelled.
- Student requests refund due to change in day or time of a course:
If the college makes a change to the day or time of the course before the course start date and the student is unable to attend due to the change, then a full refund will be issued. A pro-

rata refund will be based on the number of sessions that have already been attended, if the change is made during the course. Students should submit a request on these grounds to the Departmental Administrator.

- Occasionally refunds may be given under exceptional circumstances, at the College's discretion, such as a disability-related or medical reason, jury service, etc.
- Morley reserves the right to change course tutors or venues from those advertised. Changes to the tutor or venue would not be considered a valid reason for a refund to be granted.
- For a refund request in response to a student complaint, the Student Complaints Procedure should be followed.

Academic Transfer

Academic transfers are actioned where a student has started a course and a more suitable course is identified based on academic reasons. This should be actioned within 14 calendar days of the course start date, but there may be exceptions based on academic progress.

If the fee is greater for the course being transferred into, the difference in cost must be paid by the student. A refund will be offered for the fee difference if course being transferred to is lower within the conditions stated in this policy. The fee difference calculation will be based on the remaining weeks of the course from the transfer date.

Once the course has started, academic transfers based on the student's choice can only be actioned within 14 calendar days of starting the course and only one course change will be permitted.

Employer-funded provision

- Where an employer or other sponsor is funding a student's course fees, the above refund provisions will apply. Where e-vouchers are issued, these may be transferrable between employer-sponsored students.

Refunds for Advanced and Higher Learning provision

- In the event that the College fails to deliver the agreed provision, or where there is evidence that the College has not followed an Awarding Organisation's policies and procedures, including appropriate registration, any self-funded fees will be repaid and student loans will not be activated. In April 2018, the funding and regulation of higher education was taken over by the Office for Students (OfS). The OfS require a Student Protection Plan incorporating risks to continuation of study for the College's students, including compensation. For further information see the Student Protection Plan and the Higher Education and Advanced Learning Course Closure Policy. Students may access the Office of the Independent Adjudicator (OIA) at www.oiahe.org.uk.

- Other compensatory remedies may be considered on a case by case basis such as payment of additional travel costs (for students affected by a change in location), commitments regarding bursaries, compensation for maintenance costs and lost time where continuation of study is not possible or students have to transfer. Claims for such compensation will be dealt with through the College's Student Complaints Procedure.
- Cancelled session: If a session cannot go ahead then the College will make up the lost session over the course of the year; no refund or partial refund will therefore be payable.
- If a loan-funded student withdraws from the course either before the start of the course or during the course, the College's attendance records will ensure that loan funding ceases - the College will notify the Student Loan Company of a Change of Circumstance and the student's loan balance would be adjusted accordingly. The College will not actively seek to recover the remaining course fees from the student.
- For all courses lasting a year or more, if a self-funded student who is paying their fees in staged payments withdraws from the course, the student will be liable for the accrued fee at the point of withdrawal. The College will not actively seek to recover the remaining course fees from the student.
- If a self-funded student requests a refund before the start of the course, a written notice of withdrawal must be received at least 10 working days before the start of the course. The Student will receive a refund of fees paid less a cancellation fee (£50 for fees in excess of £500).

APPENDIX E: STAGED PAYMENT AGREEMENT TERMS AND CONDITIONS

Eligibility

- A student who wishes to take up the staged payment option must apply at the time of enrolling on the course(s).
- Staged payment agreements are available to students where the total fee on enrolment is greater than or equal to £200.00.

Collection of payment

- All payments will be collected directly from the card on the dates shown in the payment schedule.
- In the event that a payment is not collected successfully the student is required to make payment for all outstanding fees immediately. Should payment not be received within 14 days the college reserves the right to exclude the student until full payment of all amounts outstanding is received.
- The student will be liable for any charges incurred as a result of non-payment and the College reserves the right to add these charges to the balance owed.

Cancellation

- The student will remain liable for all outstanding fees in the staged payment agreement except for any refund which has been approved by the College (refer to the Refund Policy for further information).

APPENDIX F: FEES APPLICABLE AT NORTH KENSINGTON AND CHELSEA CENTRES

Fee Values

FE (Including ESOL) Tuition fees for home students are normally calculated by reference to the ESFA's funding matrix which is updated annually. The precise fee level will, however, be determined as part of the College's formal course approval process recognising distinct delivery costs, anticipated group sizes and local and national market sensitivities.

All learners who are not fully funded pay the full fee + materials fee + exam fee. Learners must be made aware that any additional materials used on their course will be charged as extras. Learners who are fully funded do not pay any additional fees (e.g. exams, materials etc.)

Materials fees

Up to 30 GLH £10	Up to 120 GLH £25
Up to 60 GLH £15	Up to 449 GLH £35
Up to 90 GLH £20	450 GLH and over £45

Additional materials used in class (e.g. Visual Arts, Hair/Beauty) are charged at cost.

Exam Fees are course specific. Where exam fees for 19/20 are not known, charges will be made at the 18/19 rate + 3%.

Overseas fee a base rate of £8,500 is normally used for a full-time programme; part time programmes are broadly based on pro-rate (GLH/450); as with all our courses this may be varied by market forces as part of course approval or when pricing a specific offer.

Adult Community Learning Tuition fees are generally calculated as a minimum of £6.60 per GLH. Those in receipt of unemployment benefits will be entitled to free tuition for the first course that they enrol upon in each academic year. Those aged over 60 at the start of the course will receive a discretionary discount of between 10% and 50% dependent on the course.

Full Cost tuition fees are to be based on market conditions with a guide rate of £9 per GLH. Where a client/employer is paying for an entire class, fees are to be based upon a minimum group size of 12. The actual fee chargeable will be agreed in discussion with the client, considering factors such as location and the degree of tailoring required to run the course.

HE fees for courses directly delivered and funded by Office for Students are normally charged at £6,150 for a full-time course and pro-rata for part-time. Courses run through partnership are charged in line with partner requirements.

Advanced Learning Loans: Where a learning aim would be eligible for an Advanced learning loan, non-international learners aged 19+ on the start date of the course will be charged based on the latest ESFA listed value.

KCC staff and Governors can access free tuition for full cost, or ACL, courses up to 4 hours per week – this concession is only available if the course has enough numbers to run. Enrolment on this basis is only available on the day prior to course start.

APPENDIX G – LEARNER FEE REMISSION ELIGIBILITY (NORTH KENSINGTON AND CHELSEA CENTRES)

AGE	Under 19	19-23						24 and over	
STATUS	Any	Employed (salary > Living Wage)			Unemployed/Declaration or Salary < Living Wage			Employed	Unemployed/Declaration or Salary < Living Wage
PRIOR ATTAINMENT	Any	Under Full Level 2	Has Full L2 but not Full L3	Has Full Level 3 and above	Under Full Level 2	Has Full L2 but not Full L3	Has Full Level 3 and above	Any	Any
English Entry, L1 and L2	16-18	If learner does not have L2 in English (FS or GCSE grade C/4 or above) then Conc, otherwise SF							
Maths Entry, L1 and L2	16-18	If learner does not have L2 in Maths (FS or GCSE grade C/4 or above) then Conc, otherwise SF							
ESOL - Entry, L1 and L2	16-18	SF	SF	SF	Conc	Conc	Conc	SF	Conc
Entry Level	16-18	Conc	SF	SF	Conc	Conc	Conc	SF	Conc
Level 1	16-18	Conc	SF	SF	Conc	Conc	Conc	SF	Conc
Level 2 (No entitlement)	16-18	CR	SF	SF	CR	Conc	Conc	SF	Conc
Level 2 (With entitlement)	16-18	L2E	SF	SF	L2E	Conc	Conc	SF	Conc
Level 3 (No entitlement)	16-18	SF*	SF*	SF*	SF*	SF*	SF*	SF*	SF*
Level 3 (With entitlement)	16-18	L3E	L3E	SF*	L3E	L3E	SF*	SF*	SF*
Access to HE (Level 3)	16-18	L3E	L3E	SF*	L3E	L3E	SF*	SF*	SF*
L4 and up inc HNC	HE*	SF*	SF*	SF*	SF*	SF*	SF*	SF*	SF*

HE Designated Courses (HND/Degree etc)	HE*	HE Fee applies to HE Courses - applications to these courses should have been made via UCAS.							
ACL ¹	N/A	SF	SF	SF	Conc	Conc	Conc	SF/60+	Conc/60+
Cost Recovery	16-18	CR	CR	CR	CR	CR	CR	CR	CR

¹ ACL Concessions are only applied once for each academic year. Students enrolling on subsequent courses in the same year will be required to pay the stated fee unless their first course was ACL English, ACL Maths or ACL ESOL in which concessions may be applied to one additional course each year.

FEE CODES	If more than one fee code in a box, check each code left to right to see which may apply to the enrolment. These codes only apply to learners ELIGIBLE for ESFA Funding. If a learner is NOT eligible for ESFA funding then they will be required to pay a full cost equivalent fee (which may be the normal tuition fee or an overseas fee depending on the status of the learner).
16-18	Apply the 16-18 Concession
HE*	A 16-19 learner may apply for any course listed on the UCAS website. They can make an application to SLC for a loan; otherwise they will have to pay the HE fee.
SF and SF*	Standard Fee must be paid; concessions are not available for this category of learner. Where an Advanced Learning Loan may be available are marked SF* - check loans list for eligibility.
Conc	Apply fee concession according to employment and benefit status
L2E	Level 2/3 Entitlement concession applies to the standard fee - courses with entitlement will have the entitlement concession. If the concession is not available, the course does not have it.
L3E	Level 2/3 Entitlement concession applies to the standard fee - courses with entitlement will have the entitlement concession. If the concession is not available, the course does not have it.
CR	Cost recovery fee applies (The college is only offering this course as full cost; no concessions are available). Where CR is shown in ORANGE, the funding rules state explicitly these learners are not funded and so all must pay full fee.
60+	A concession is available on Adult Community Learning funded courses where the learner is 60 or over at the commencement of the course. Note that learners 60 and over cannot claim concession for unemployment
Age	
Age is determined at start of course, i.e. if a learner is under 19 on 31 Aug of the teaching year, then they are classed as under 19 for the whole of their course. Where a learner is aged over 19 on 31st August, you must take care to check the start date of their course, if they are 23 and their 24th birthday falls before the start of their course. Do not use the date you enrol a learner - only the start date of their course.	
QUALIFICATIONS	
Full Level 2	5 GCSEs at Grade C/4 or above, or a Technical Certificate, which appears in the QAS tables as a Full Level 2 Qualification. Previous qualifications may be eligible if they were, or are still, classified at Level 2 at the time of study
Full Level 3	2 GCE A Levels, or 4 GCE AS Levels, or a Technical Certificate, which appears in the QAS tables as a Full Level 3 Qualification. Previous qualifications may be eligible if they were, or are still, classified at Level 3 at the time of study
Equivalent Qualifications	MIS should be consulted for all Scottish and/or overseas qualifications

LEARNER STATUS	
<p>Unemployed For the purposes of calculating fee remission, a learner is defined as unemployed if one or more of the following apply.</p>	<p>They receive</p> <ul style="list-style-type: none"> • Jobseeker's Allowance (JSA), including those receiving National Insurance credits only • Employment and Support Allowance (ESA) • Universal Credit, and their earned income from employment (disregarding benefits) is less than £338 a month (sole adult in their benefit claim) or £541 a month (joint benefit claim with their partner) <p>Or they are released on temporary licence, studying outside a prison environment, and not funded by the Ministry of Justice</p> <p>Or Subject to confirmation by the MIS Manager they may be fully funded other learners if they:</p> <ul style="list-style-type: none"> • receive other state benefits and their earned income (disregarding benefits) is less than £338 a month (sole adult in their benefit claim) or £541 a month (joint benefit claim with their partner), AND • want to be employed, or progress into more sustainable employment, and their earned income (disregarding benefits) is less than £338 a month (sole adult in their benefit claim) or £541 a month (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
<p>Asylum Seekers</p>	<p>Asylum seekers are eligible to receive funding if they:</p> <ul style="list-style-type: none"> • have lived in the UK for 6 months or longer while their claim is being considered by the Home Office, and no decision on their claim has been made, or • are receiving local authority support under section 23C or section 23CA of the Children Act 1989 or the Care Act 2014 <p>An individual who has been refused asylum will be eligible if:</p> <ul style="list-style-type: none"> • they have appealed against a decision made by the UK government against granting refugee status and no decision has been made within 6 months of lodging the appeal, or • they are granted support for themselves under section 4 of the Immigration and Asylum Act 1999, or • are receiving local authority support for themselves under section 23C or section 23CA of the Children Act 1989 <p>In all cases evidence of status must be provided and kept on file by the College</p>
<p>Low Wage</p>	<p>Learners, who are employed and cannot contribute towards the cost of co-funding fees may be fully funded if they meet both of following:</p> <ul style="list-style-type: none"> • they are eligible for co-funding, AND • they earn less than £16,009.50 (or £20,572.50 if resident in the GLA area) annual gross salary, based on the assumption of a 37.5hr contract with paid statutory holiday pay.
<p>Employed</p>	<p>All other situations not covered above as 'unemployed' are regarded as 'employed' in the fees table.</p>

APPENDIX H (NORTH KENSINGTON AND CHELSEA CENTRES FOR COURSES ALREADY ENROLLED INTO BEFORE DATE OF MERGER 3 FEBRUARY 2020)

Fee Refunds Policy

1. Introduction

- 1.1. Most of the courses which the College offers are subsidised. If the course becomes unviable due to low numbers of student enrolments the College may decide to cease to offer a course – in these cases it will refund fees to all learners who are already enrolled.
- 1.2. However, when a learner withdraws from a course either just before or at any time after it starts the College may lose funding and/or incur costs that cannot usually be recovered by recruiting more learners. In light of this it is not unreasonable for the College to refuse refunds to learners who withdraw from a course because their own circumstances or wishes have changed.
- 1.3. Having said this, the College benefits from the goodwill of the community and wants to foster this and encourage learners to enrol on courses. In circumstances where a learner is withdrawing because of a change made by the College or where the College does not stand to lose funding it is reasonable to refund in full or in part the fees paid and to do so with the minimum of bureaucracy.
- 1.4. These guidelines only relate to fees paid at enrolment. Fees paid for specific materials during the course are not refundable.

2. Detailed Rules

- 2.1. In all circumstances a transfer to another course will be offered before a voucher and a voucher should be offered before a financial refund, (in circumstances where the learner is eligible for such).
- 2.2. The learner's maximum entitlement will be dependent upon the circumstances of their withdrawal (where a cash refund is considered a higher entitlement than a voucher and a voucher is higher than a transfer). HE & FE Learners are treated the same but special rules apply for Overseas Learners (see Section 2.9)
- 2.3. Requests for a refund that occur for reasons not covered elsewhere in this policy must be referred to the relevant Section Head stating why a refund should be considered together with all supporting paperwork / evidence; a decision will be made within 48 hours.
- 2.4. In cases where a refund is due because of a change outside the learner's control**

Circumstances	Refund allowed
The College has closed a course or changed the date or time/ venue of the course and as a result the learner can no longer attend; or in cases where the college has overcharged the learner in error	100% financial refund

In cases where a student does not take up the full Adult Learner Loan or pays all or part of the fees themselves, but the loan is granted after enrolment the learner becomes entitled to a refund for the difference	Pro-rated financial refund upon receipt of the loan being paid to the College
Circumstances	Refund allowed
Refunds due to lecturer absence or reduced course hours ¹	Pro-rated financial refund

¹ must be referred to the Section Head for approval

2.5. In cases where a refund is due to a change in the learner's circumstances

Circumstances	Refund allowed
The Learner withdraws	
2 weeks or more before the course start date	100% financial refund
From 2 weeks, up to the day before the course start date	100% financial refund minus £25 administration fee.
Up to the day before the 3rd week	100% of fee to transfer onto another course or voucher valid for 100% of fee paid minus £25 administration fee ²
From the 3rd week up to the day before the 5th week	75% of fee to transfer onto another course ¹ or voucher for 50% of the course fee minus £25 administration fee ²
From the 5th week up to the halfway point of the course (whichever is sooner)	25% fee for transfer onto another course ¹ minus £25 administration fee ²
After the half-way point of a course	No refund, transfer or voucher

¹ must be referred to the Section Head for approval

² no financial refunds are permitted after the start of the course

3. Appeals

- 3.1. All appeals against refund decisions should be made to the Interim Centre Principal North Kensington and Chelsea in accordance with the College Complaints Policy and Procedure. The following general provisions will apply
- 3.2. In cases where the reason for withdrawal is a change in personal circumstances or learner's view that the course is not as advertised or there has been a change in lecturer then refunds shall not be considered unless agreed in writing by the the Interim Centre Principal North Kensington and Chelsea.
- 3.3. Refunds requested due to serious illness, hospitalisation or change in family circumstances can only be agreed by the Interim Centre Principal North Kensington and Chelsea

4. Notes

- 4.1. Unauthorised absence for 4 weeks is deemed to constitute withdrawal for subsidised

courses, since the College loses Government funding in these circumstances.

4.2. Learners wishing to transfer to a course with higher fees must pay the difference. Learners are only entitled to one transfer for each enrolment year.

5. Additional Entitlements

5.1. Where the College is unable to provide greater than 2 weeks' notice of a course closure or permanent change in time and/or location learners can claim an additional £10 voucher (Issued by Reception) as compensation for inconvenience. Learners are entitled to the extra voucher whether they accept a transfer, a voucher or a refund in recognition of course fees paid.

5.2. Learners are also eligible for a £10 voucher for inconvenience if a class is cancelled on the day because a lecturer is absent or if a learner cannot attend because the College gave incorrect information about temporary changes to time or venue.

6. Use of Vouchers

6.1. General provisions:

- a) If only part of the value of a voucher is used then a new voucher may be given in 'change' but it must have the same expiry date as the original, and should show whether it has already been transferred once.
- b) Subject to conditions, vouchers are transferable and can be used by other people before the start of the course or at the beginning of an alternative course of their choice subject to acceptance.
- c) A voucher may only be transferred once and cannot normally be extended.
- d) The original recipient should fill in the transfer section on the voucher itself. Transferring a voucher does not change its expiry date, which is 12 months from the date of issue. Vouchers are made transferable to encourage new learners to enrol on College courses. The College does not broker the sale of a voucher to a student on the waiting list.
- e) Learners can use more than one voucher towards paying for a course.
- f) If a course is paid for with a voucher, then refunds are only available in voucher form irrespective of the circumstances (i.e. it is not possible to convert a voucher into cash by enrolling on another course and then withdrawing before the start or hoping the course will be closed).
- g) Vouchers cannot be used as currency to pay for goods and services other than courses

6.2. Appeals regarding vouchers

- a) Once a voucher has been awarded in recognition of a refund, a learner can appeal to the Interim Centre Principal North Kensington and Chelsea to review any decision and consider if a cash refund may be more appropriate according to the specific circumstances of the case. In exceptional circumstances the Interim Centre Principal North Kensington and Chelsea has the authority to:
 - Extend vouchers for a further 6 months, if a learner's personal circumstances prevent attendance.
 - Convert vouchers to a maximum cash equivalent of 25% of the value of the voucher

7. Payment

- 7.1. Reception staff may pay refunds authorised by the Head of Admissions up to a maximum of £300 by card or £500 by way of voucher. All other refunds must be paid by the Finance Department or can only be paid by Reception after formal approval (by email) has been received from the Vice-Principal, Students
- 7.2. All cash refunds must be authorised by the Finance Manager and such refunds will only be agreed on an exceptional basis and will be subject to cash availability.

8. Special Rules for Overseas Learners

- 8.1. An Overseas Learner is required to pay £14 for a CAS number and £100 deposit to reserve a place on the course; both of these fees are non-refundable. The £100 is not additional to the published fee.
- 8.2. Overseas Learners pay higher fees than people from the UK or EU, and the College recognises the potential for personal circumstances can also be more complicated. Consequently, the College provides different refund terms to Overseas Learners who enrol on courses lasting longer than one academic term.

Circumstances	Refund allowed
Overseas Learners claiming a refund for reasons other than a change in their circumstances, withdrawing before the class starts	Same refund terms as UK/EU Learners (see 2.1 above) however £100 non-refundable deposit is forfeited
Overseas Learners claiming a refund due to changes in their circumstances (including non-renewal of a visa)	30% financial refund for each complete term missed

9. Refund Policy

Summary to be printed on back of student receipt

Refund is due to a change or error made by the College or late concession claim	
All Learners	
College cancelled course or changed date, time or venue	100% cheque/card refund.
Overcharge error or late concession/ Loan claim	100% cheque/card refund (to the value of the error or late claim).

Refund is due to change in the Learner's circumstances				
All UK and EU Learners + Overseas Learners on One Term Courses				
Withdrawal before course date	2 weeks or more before – 100% cheque/card refund		Up to 24 hrs before - 100% cheque/card refund less £25 administration charge.	
Withdrawal on or after course dates	Up to day before the 3rd week – transfer or voucher for 100% less £25 admin. fee. No financial refund.	From the 3rd lesson up to the day before the 5th week – transfer or voucher for 50% less £25 admin. fee. No financial refund.	From the 5th week to the halfway point – transfer for 25% at the discretion of the Section Head. No financial refund.	More than halfway through the course – transfers are not permitted. No financial refund.
Overseas Learners on Multi-term Courses				
30% cheque refund for each term completely missed.				

Refunds greater than £300 or vouchers greater than £500 must be issued by the Finance Department.