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| **Name of Policy /Strategy:** | Fees Policy |
| **Written by:** |  Director of Curriculum & Quality |
| **Approved by:** |  Board of Directors | **Date:** | June 2025 |
| **Implementation Date:** |  June 2025 |
| **Review date\*:** |  June 2026 |
| This document will be reviewed annually or when there are operational or legislative changes that require a review. |
| **Associated policies, procedures & Strategies:** |  |
| **Amendments****(include date)** | **Changes made March 25*** Consistency with wording changing ‘government funding’ to ‘funding body’
* Funding definitions expanded to include additional terminology included in the Policy
* Tailored Learning eligibility criteria aligned to Somerset Council’s (funding body) Fees Policy with reference to their eligibility criteria
* Reference to FCFJ funded courses added under the Advance Learner Loans section
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**Policy Overview**

This policy provides an overview of how tuition fees will be devised at SS&L. It also provides guidance and information regarding tuition fees for customers, learners, and staff. This policy has been written in accordance with funding rules set out by the Department for Education (DfE).

Any amendments to this policy will require the approval of the CEO. This policy will be reviewed annually and approved by the Board of Directors.

SS&L reserves the right to:

* cancel any course or change its Policy where costs may result in financial loss.
* cancel any course where there is lack of appropriate resources.
* refuse entry to a course on any non-discriminatory grounds.

**Funding Definitions**

**Funding Body:** course tuition fees or programme costs are met in full or in part by the 'funding body'. Eligibility criteria for full funding is outlined in the relevant sections below.

**DfE:** Department for Education

**Unfunded Course:** the course or programme is not funded by the 'funding body' and the learner (or employer) is expected to pay the full cost associated with delivering the provision.

**Advanced Learning Loans:** the course or programme is not funded directly by the 'funding body' and the full delivery cost has to be met by the learner, who can access a loan through the Student Loans Company to meet tuition fees if they are eligible.

**Young Person (16-18):**  16-18 is defined as an individual aged under 19 on the 31st August of the academic year in which they are enrolling.

**Adult Learners (those aged 19 and above):** 19+ is defined as an individual aged 19 or older on the 31st August of the academic year in which they are enrolling.

**Government Contributions**

The money available to support courses and apprenticeships being studied by learners can consist of both a fee and government funding. Government funding is paid to SS&L through the DfE for learners who are eligible for funding. The DfE sets out criteria against which learners are assessed for eligibility to funding for approved courses.

The levels of government funding that are made towards the cost of learning depends on various circumstances. The DFE may:

* fully fund the cost of learning.
* expect either the employer or learner to contribute towards the costs of learning.
* expect the employer to cover the full cost of learning.
* expect the learner to cover the full cost of learning, possibly through an Advanced Learning Loan.

**Government Funded Courses**

**Qualifications funded by Adult Skills Fund (courses leading to qualifications)**

All learners, other than those eligible for full funding, are charged a fee which contributes towards the cost of their learning. The DfE's assumed fee income for providers remains at 50% of the unweighted value for the learning aim (course), plus any registration/exam fees.

When charging a fee, the sum of the funding and the learner's fee must not exceed the fully funded weighted rate for the learning aim (course). The learner should not have to pay more than 50% of the unweighted rate.

ESOL learners who are not in work and not claiming benefits will be fully funded if the course objectives support them to find employment.

If a learner withdraws from fully funded provision a non-completion fee of £100 will be charged. This fee is to contribute to the costs of recruitment, administration, registration with the awarding body and tuition up to the date of withdrawal.

Where a learner's prior learning is being used for assessment as part of a qualification, fees should be reduced to take this into account.

Once a learner has enrolled on a course there will be no change to the fee charged. However, eligibility to funding will be reviewed again for any subsequent enrolment.

**Tailored Learning (previously Community Learning)**

The primary purpose of tailored learning is to support people who live/work in Somerset into employment and/or to progress to further learning. It will also support wider outcomes to improve health and wellbeing, equip parents/carers to support their child's learning and develop stronger communities.

Tailored Learning can be fully funded for anyone living in Somerset who can provide evidence to show that they fall within one of the groups below – proof of eligibility will be requested:

* Carers
* Care leavers
* Learners with a learning difficulty and or disability
* Mental health service users and adults with mild to moderate mental health problems
* Learners engaged through the Supported Families programme
* Learners who are homeless, in sheltered living, or in danger of becoming homeless
* Learners who have a low income (earn less than £25,000 per annum), or are in receipt of one of the following state benefits:
* Jobseekers Allowance (JSA) including those who receiving National Insurance credits only
* Employment and support Allowance (ESA)
* Universal Credit, and their take-home pay as recorded on their Universal Credit statement (disregarding Universal Credit payments and other benefits) is less than £952 a month where the learner is sole adult in their benefit claim, or £1534 a month where the learner has a joint benefit claim with their partner.
* Learners with Refugee status
* An Asylum Seeker in receipt of the equivalent of an income-based state benefit
* Released on temporary licence, studying outside a prison environment, and not funded by the Ministry of Justice
* The unwaged dependent of an Asylum Seeker
* Learners yet to achieve their first full Level 2 qualification
* Learners yet to achieve a Level 2 in English and/or maths and/or IT
* An individual who is Economically Inactive because they are unable to claim income related state benefits

If not eligible for funded Tailored Learning courses, a fee of **£8 per hour** will be charged (additional material costs may be required for certain sessions).

**Apprenticeships**

Apprenticeships for non-levy paying employers require a contribution to the provider from the employer as outlined in DfE's funding rules. Employers are exempt from this fee where the apprentice is 16 to 21 years old, and they employ less than 50 employees. Where an apprentice needs to re-sit the end point assessment, the employer is liable for this fee.

**Unfunded Courses**

Fees for unfunded courses will be priced at a level to reflect the full cost of the provision to SS&L. Fees must be approved prior to promotion by the Business Development Manager.

Fee reductions will not apply to unfunded courses. Course fees are payable in full in advance of starting the course.

Where a learner doesn't qualify for funding or an Advanced Learning Loan, SS&L will consider on a case-by-case basis payment plans for courses. These courses will have a fee of more than £100 and a duration of more than 100 days. A 50% upfront payment will normally be required.

Course reselling – in some cases SS&L will act as a 're-seller' for another provider. In these circumstances, all fees are payable on enrolment and instalment plans will not be available. The fee will be set by the course provider but may include an administration fee.

**Young People Aged 16-18**

A 16-18 year old cannot be funded until after the last Friday in June in the academic year that they become 16 years of age; usually known as Year 11. In accordance with DfE funding rules no compulsory tuition, registration or examination fees will normally be charged to learners aged 16-18 undertaking courses funded by the DfE.

SS&L may charge learners aged 16-18 for unfunded courses and for exam/re-sit charges if they do not achieve the required attendance levels or progress.

**Advanced Learning Loans**

For individuals wishing to apply for an Advanced Learning Loan, SS&L will provide a funding and information letter detailing the information required to apply to the Student Loans Council (SLC).

Learners aged 19 to 23 without a full Level 3 are legally entitled to full funding for an approved level 3 qualification, which can be funded through Free Courses For Jobs (FCFJ). However, if a learner chooses to take a Loan instead, they must be made aware they forfeit their legal entitlement to full funding.

**Reduction of Fees**

Individuals entitled to full funding will be required to provide evidence of eligibility to confirm their status that entitles them to government funding.

Only with the express permission of the Business Development Manager should fees be changed or reduced for learners that do not meet the specified fee reduction terms and conditions.

If a learner wishes to enrol on a course after the start date, a fee reduction can be agreed on a pro-rata basis, approved by the Business Development Manager.

**Payments**

The fee is the amount the individual pays for the course – this will cover tuition, examining body costs and may also include materials and resources.

Fees can be paid by credit or debit card.

All fees become due in full at enrolment. SS&L may offer a payment plan for courses over £100 that last for more than 100 days. The payment plan includes an upfront 50% deposit. All instalment payments must be fully paid two months before the planned end date of the course.

Payment via instalments is not available for any course less than 25 hours in length.

Learners that withdraw before the expected end date will still be required to pay their fees in full. In exceptional circumstances a refund may be considered (please see refund section).

Examining/Awarding Body Fees may include registration, certification, and administration fees. These will generally be included in the overall course fee, but additional charges may apply.

Charges will be made for retakes, re-entry or rescheduling of exams where the learner has been absent without extenuating circumstances. These fees are payable prior to the examination entry. This must be approved by the Business Development Manager.

Examining/Awarding body fees will not be charged to 16-to-18-year-old learners whose tuition fees are. SS&L reserves the right to change course fees at any time without notice. Prices are correct at the time of enrolment. If you have already enrolled and a promotion becomes available, this cannot be applied retrospectively.

Where a learner wishes to change/transfer to another course (after the cooling off period, see refund section below) a request must be made in writing. Any transfer of funds must be approved by the Business Development Manager. In these circumstances, a transfer of funds must consider the costs of any delivery to date. An administration charge of £25 will be charged in these situations.

**Payment on behalf of a learner**

Agreement by SS&L to accept payment of any part of a fee from a sponsor does not extinguish a learner's liability to pay a fee. This shall only terminate when payment is received (this does not apply to apprenticeships).

Learners whose employer or other sponsors have agreed to pay their fees will be required to sign the learner's payment page on enrollment documentation. They may also be required to produce a letter/purchase order from the third party at the time of enrolment confirming that they will cover the full cost of the course.

**Financial Support**

Learners should apply at the time of enrolment for discretionary learner support or bursaries and, if eligibility criteria are met, they may be awarded financial support.

If their personal circumstances change, learners should immediately make SS&L aware if they are concerned that they cannot meet any outstanding fees.

* Please see the Bursaries policy for further information on available bursaries.
* Please see the Discretionary Learner Support policy for further information on support.

**Refunds**

A 7-day 'cooling off' period (14 days if the purchase is made online) is applicable to all enrolments from the date of enrolment. During this period, a full refund of fees will be given if the individual notifies SS&L of intention to withdraw their application or enrolment, providing this is prior to their course start date.

If a course is cancelled by SS&L, or confirmed as already full, learners will receive a full refund of fees paid.

In cases where a withdrawal is because of exceptional personal circumstances, or where withdrawal is due to a learner demonstrating a failure of SS&L to deliver what could have been reasonably expected, then an application for a refund or credit must be made in writing to the Business Development Manager.

Any other requests for refunds must be made in writing and be approved by the Business Development Manager.

**Responsibility and Liability**

SS&L will follow the rules that providers must follow under the Apprenticeships, Skills, Children and Learning Act 2009 regarding financial contributions.

Learners become liable for all course fees at enrolment and are liable for the payment of their fees and monies owing.

If fees are unpaid:

* Learner's work may not be marked and submitted for award.
* References for employment beyond confirmation of dates and courses attended may not be issued.
* The learner will not be permitted to progress to the next year of study or enrol on another course at the Provider.
* The learner will not receive any certificates.
* The debt will be referred to the debt collection agency for recovery.

Learners completing the course prior to their planned end date must continue to pay any remaining fees.

It is the responsibility of the learner to notify the provider of any changes to their status that may affect their eligibility for fee remission (between enrolment and the start of each of their courses).

Learners should immediately make SS&L aware if they are concerned, they cannot make their outstanding fee payments.

**Sub-Contractors**

Sub-Contractors are responsible for setting and collecting their own fees for non-apprenticeship provision. Mandatory apprenticeship fees will be collected by SS&L from the employer.