2024

Date of Next Review: July 2025



# **TUITION FEES POLICY (INCLUDING REFUNDS)**

#### 1. INTRODUCTION

This document needs to be read by all learners, employers and parents/guardians/carers (where appropriate)

Brockenhurst College is committed to a fair and transparent policy in respect of charges made to learners. As far as possible the College will seek to:

- Set fees that are in line with funding body or other agency policy.
- Set fees that are competitive in relation to the markets in which the College provides services.

Fees quoted by the College are for the current academic year only and are payable prior to the commencement of a programme of study. Learners will not be able to start their chosen course unless they have:

- Paid the full fee
- Obtained confirmation of eligibility for fee remission
- Written proof of approval of a learner loan
- An authorised payment plan in place

Where learners are eligible for fee remission they must provide all the necessary paperwork and have confirmation of eligibility before they start their course. Learners have the option of paying their fees by instalments providing they meet the terms and conditions outlined below. Where tuition fees are to be paid by an employer the College requires a letter or purchase order to be provided from the employer confirming this arrangement within two weeks of the start of the course. If this confirmation is not received the learner will be invoiced for the full course fee and may be excluded from attending the course until payment is received by the College.

Brockenhurst College reserves the right to refuse admission to learners who currently have outstanding fees from a previous academic year.

The College offers a 14 (fourteen) day cooling off period from the date of enrolment. Brockenhurst College will pursue non-payments via legal processes without exception This Policy needs to be read in conjunction with the following policies

- Compliments, Feedback and Complaints Policy
- Appeals Policy

- Learner Finance Support Policy
- Debt Management Policy

## 2. PAYMENT OF LATE FEES

# Leisure/Community and Short

#### **Course Fees**

Short courses (under 15 weeks in duration) must be paid in full prior to the start of the course.

Tuition Fees may be paid by credit or debit card, bank transfer or cash. Fees may be paid in person at Adult Learning and Skills offices at College locations in Brockenhurst, New Milton, Lymington, and Marchwood where appropriate. Credit/debit card payments can be made by phone on the following numbers:

New Milton 01590 625222 Lymington 01590 679457 Marchwood 01590 625588 Foundation Studies Community Courses 01590 625555 Adult Short Courses (including professional courses) 01590 625589

The email address for all enquiries is <a href="mailto:enquiries@brock.ac.uk">enquiries@brock.ac.uk</a>

# Adult Academic Course fees – including Access to HE, Infill, Adult Professional Courses

Fees may be paid by credit or debit card, bank transfer or cash. Fees may be paid in person at Adult Learning and Skills offices at College locations in Brockenhurst, New Milton and Marchwood where appropriate Credit/debit card payments can be made by phone on 01590 625500

For learners who do not want to pay in full there is the option to pay course fees by up to 3 instalments providing that:

- Course fees are in excess of £250 and the duration of the course is more than 15 weeks
- 40% of the tuition fee is paid in advance of the course starting and the learner entering into a direct debit arrangement (payment plan) with the College for the balance in two further instalments of 30% each payment. A signed Direct Debit mandate must be completed by the learner prior to the start of the course.

Payment by instalments is subject to the following terms and conditions:

- Learners who withdraw from their course before the expected end date remain liable for outstanding instalments.
- Instalment arrangements are not available for learners without a UK bank account
- Fees will be collected on the agreed dates in the instalment plan
- If the College is unable to collect an instalment payment from the learner's bank account on more than one occasion, the learner may be asked to leave their course but will remain liable for payment for all outstanding fees.
- Any learner changing their address and or bank details must notify the relevant college admissions teams immediately.

Some course fees are eligible to be paid via an Advanced Learning Loan. Where a learner wishes to pay via a loan the relevant college admissions team will provide a loan information and funding letter in advance of the start of the course. It is the learner's responsibility to ensure that their loan is approved before the start of the course and written proof of this must be provided to the relevant admissions team.

The Student Loan Company (SLC) operates independently of the College and their policy regarding payment of loans is independent of the policy operated by the College. Payment or non-payment of loans by the SLC to the College shall not be taken to guarantee compliance with the College's rules regarding fees or in any way affect the learner's liability to the College for tuition fees.

Learners retain responsibility for the payment of their fees and all other monies owing to the College, regardless of any loan via the SLC or sponsorship arrangements. Any monies owed by the learner to the SLC are separate to the learner's fee liability to the College.

#### **HE Tuition Fees**

Tuition Fees may be paid by credit or debit card, bank transfer, cash or by an HE Tuition Fee loan from Student Finance England. This loan needs to be in place before the commencement of the course and evidence will be required to this effect prior to enrolment. Without sufficient evidence of a student loan being granted enrolment will be delayed.

Contact 01590 625321 email: <a href="mailto:highereducation@brock.ac.uk">highereducation@brock.ac.uk</a>

#### **Apprenticeship Payments**

Brockenhurst College is committed to a fair and transparent policy in respect of fees and charges made to employers relating to apprenticeship learners.

The legal basis of the contract between the Employer and the College will be set out in an Apprenticeship Training Agreement. It is a statutory requirement to have this agreement in place. The agreement will be signed by both parties and detail the apprenticeship programme to be followed and the fees that are due to be paid by the Employer.

## **General Guidelines**

To be read in conjunction with the Apprenticeship Training Services Agreement.

- All fees are payable on a monthly basis as set out in the Apprenticeship
  Training Services Agreement and will normally be charged monthly in line
  with the amounts indicated by the ESFA as being due.
- It is the College's policy that fees payable will be in compliance with ESFA guidelines. However, it is recognised that apprenticeship fees may be outside of funding bands depending on agreement between the College and the Employer.
- All payments must be made by direct debit.
- It is the College's policy that it will comply with the ESFA's rules for payment in the event of a change of circumstances of the Apprentice, the Employer's requirements changing or a change in employer circumstances.
- In the event that a refund is due to be paid to the employer any amounts due

will be repaid promptly.

# Policy – Fees in the event of a dispute

In the event of a dispute between the Employer and the Training Provider fees will continue to be paid until the final resolution. Should the dispute rule in favour of the Employer all refunds will be paid by bank transfer within 10 (ten) working days. The amount of the refund will reflect the portion of the contribution relating to the unexpired portion of each apprentice's planned training programme.

#### 3. REMISSION OF FEES

For UK learners aged under 19 on 31 August in the academic year, all courses applied for are free of tuition fees. Tuition fee remission can apply if the learner is on an Education and Skills Funding Agency funded course, is a UK resident, aged over 19 and in receipt of one of the benefits listed below, where skills training will support a return to work. Proof of eligibility must be provided to the College in advance of a place being granted. Fee remission applies in the following circumstances:

- Job Seekers Allowance
- Employment and Support Allowance (in the Work Related Activity Group)
- Income Support, Council Tax or Housing Benefit if unemployed and looking for work

Fee remission also applies to 19-23 year old learners studying their first full level 2 or full level 3 qualification. Learners will need to complete a self-declaration form, meet the normal UK residency requirements and be aged 19-23 at the start of the course.

# 4. NON PAYMENT OF FEES

The College will pursue any outstanding debt in accordance with its Debt Management Policy which will result in the debt being placed with a debt collection agency. Learners who continue to be in debt to the college may be asked to leave their course of study and will not be considered for any further courses until all debts are cleared.

#### 5. ADDITIONAL COURSE FEES

A number of the courses delivered by the College may require the purchase of resources e.g. clothing, or require the learner to attend organised activities for which a payment will be requested by the relevant curriculum department. Details of the additional resources required will be provided prior to enrolment on the relevant course and will become payable at the start of the course via the learner portal.

# 6. EXAMINATION AND AWARDING ORGANISATION FEES

These charges consist of any fees paid to an external awarding organisation on behalf of a learner. Tuition fees charged to learners will include all essential course costs including exam fees unless:

The College reserves the right to charge all learners, regardless of age, for examinations and re-sits where:

- The required attendance or completion of work has not been completed
- Where the learner fails without good reason to sit the exam for which the College has paid.
- Where the learner is re-taking an exam resulting from an initial exam failure
- Where the learner is re-taking the exam with the aim of achieving an improvement in grade.

#### 7. REFUNDS AND CANCELLATIONS

Tuition fee refunds will normally only be made where a course is cancelled or where the times or location of the course are significantly changed by the College. In the case of a course cancellation, the College will make every effort to offer alternative, comparable provision but, where this is not possible, tuition fees will be refunded as follows:

- Cancellation of the course prior to published start date full refund of tuition fees
- Closure of the course within the first two weeks full refund of tuition fees
- Closure of the course beyond the first two weeks pro rata refund of tuition fees for remaining weeks not provided.

The College may offer travel costs to enable a learner to attend the same course at another location with a different provider. This will be at the discretion of the Vice Principal, Director of Finance.

Where a learner leaves a course of their own volition (or in the unusual case of them being asked to leave due to a breach of the Code of Conduct) then no refunds can be made. Learners wishing to withdraw from their studies before completion must inform the College in writing (unless they have been suspended or withdrawn from the course by the College).

Where a learner pays in instalments they will be liable for the remainder of the full course fees. If a learner has been funded for course fees with an Advanced Learning Loan provided by the SLC, they will still be personally liable for the remaining balance of the fees. If the College is unable to collect payment for the remaining balance of fees, the College will place the outstanding debt in the hands of a debt collector.

The only exception to the above is where a learner has to leave a course for the following reasons

- Personal illness (supported by a Doctor's Certificate)
- Illness within the family
- Bereavement
- Personal accident
- Serious injury
- Unplanned circumstances (e.g. caring responsibilities) which are authorised by LIV/Head of Curriculum
- Custodial sentence

In the event of an Appeal or Complaint being upheld refunds may be considered at the discretion of the College's Vice Principal, Director of Finance. This does not apply to monies paid on behalf of the learner from the Student Loans Company. If granted, the refund will be pro-rata depending on the number of weeks attended. The refund would only apply to monies paid directly to the College by the learner (not monies paid on behalf of the learner from the Student Loans Company).

Requests for a refund will be considered by the Vice Principal, Director of Finance of the College.