

## **FEES POLICY**

### **POLICY STATEMENT:**

East Kent Colleges Group ('the Group') is committed to maintaining a fair and transparent policy for the setting of fees for the delivery of publicly funded and non-funded courses. In establishing such a policy, the Group takes account of Government Policy, the needs of its local communities as well as local and national economic conditions.

The objective of the policy is to set the framework of charges that are applied both for publicly funded and non-funded courses. This policy applies to all Business Units within the Group and does not affect your statutory rights.

### **POLICY DETAILS:**

All EKC Group staff involved in advice, guidance, enquiries, applications and enrolment will be able to explain and justify the following: -

1. The total fees and charges for undertaking each programme of study.
2. The different elements which constitute such fees.
3. When and how fees are payable.
4. How courses that are additional to main programmes of study are treated for fee purposes.
5. The regulations imposed by external bodies, with regard to the remission of fees.
6. The Group's refund procedures.
7. The appropriate support mechanisms to address issues of financial hardship (the Discretionary Learner Support Fund).
8. This policy will be reviewed once a year except where significant changes in Government policy necessitate a more immediate review.
9. No change to the fee structure should disadvantage students part way through a programme of study (e.g. where a student is under 19 at the start of a Publicly Funded programme of study, they will benefit from the free tuition and examination fees throughout their programme of study even though they may be 19 years old at the start of their subsequent year of study).

10. The Group aims to comply with the directives on fees from the Public Funding bodies.
11. The fees set by the Group will aim to cover the full costs for delivering education and training.
12. The actual fee charged for each course will be determined by the Group's Leadership Team. The Fees will be determined taking into account the current funding guidelines, Group costs and prevailing market conditions.
13. Colleges/Business Units will provide support for students to talk them through their rights and financial obligations.

### **Fees for Further Education Courses**

1. Fees can be defined as:
  - a. Mandatory fees
  - b. Optional fees

1.1 Students eligible for remitted fees will not be charged any fees that are considered mandatory to achieve their qualification(s).

1.2 Students ineligible for remitted fees will be charged all the fees that are considered mandatory to achieve their qualification. The discretionary learner support fund can provide support towards costs, where financial need can be demonstrated. With the exception of students on an agreed instalment plan, mandatory fees are payable in full in advance of the start of the course. For courses that last for more than one-year, mandatory fees are payable separately for each year of study at a level set at the start of the programme, unless otherwise stated. The subsequent year's fees only include tuition and other additional mandatory fees. For fees of £750 and over, an individual may set up an instalment plan at or prior to enrolment.

1.3 Where students elect to pay their course fees by an approved instalment plan, a 20% deposit is payable at enrolment with the remaining balance paid over a maximum of 3 consecutive monthly payments, or where the course is shorter than this, at least 6 weeks before the expected end date of the course. Documentation (i.e. bank statement) providing evidence of bank details must be presented at the time of enrolment in order to set up direct debit payments. Direct debits can only be made from a bank account with a UK sort code.

1.4 In the event of failure to meet any Direct Debit / Instalment Plan commitment, the full fee will become due for immediate payment, and the Group will actively seek to recover this debt and any court and/or legal costs incurred in the process of debt recovery.

1.5 Where a student provides evidence that they are to be sponsored by their employer or other organisation, fees will be invoiced to the sponsor and must be paid prior to the commencement of the course. Students may be given opportunities in addition to their core programme. Any fees related to these opportunities may be charged to all students.

1.6 Students who are aged 19 and over may be able to access fully funded Level 3 study programmes. Where this is not possible students may be eligible to apply for an Advanced Learning Loan. For courses Level 4 and above, this will be replaced with Lifelong Learning Entitlement (LLE) from January 2027. Fees are set in line with the maximum recommended loan value, which includes examination fees. Application should be made direct to Student Finance England and a letter of confirmation that the loan has been granted should be produced by the end of the first term (6 Weeks) or, if confirmation is not available at that time, a payment of 50% of the total course fee must be made to the Group (which will be refunded upon presentation of the letter of confirmation). Failure to do so will result in the student being removed from the course. The loan only covers fees for the period that the student attends College and is paid direct to the Group on a monthly basis.

1.6.1 Withdrawals - Students will be required to sign a declaration at the point of taking out a loan to confirm that they understand that fees will still be payable by them personally if they withdraw for any reason. For example, a student on a course running from 1<sup>st</sup> September to 31<sup>st</sup> July, with a fee of £5,421 withdraws on 30<sup>th</sup> November. The loan will cover fees from the start date to the withdrawal date in November (£5,421 / 11 x 3), the balance of £3,943 will be payable by the student. In addition, if the Group has cause to pursue the debt, the student will also be liable for reimbursing the Group for any associated court and/or legal costs incurred. The Group may, in the event of collecting unpaid fees, pass students details onto a third party.

## **Fees for Higher Education Courses**

2. Students studying Higher Education Courses may apply for a Higher Education Loan from Student Finance England. Application should be made direct to Student Finance England, and the confirmation letter should be produced on the first day of term. Should the student withdraw from the course, they are liable for fees based on the liability periods below. Higher Education Loans will be replaced by Lifelong Learning Entitlement (LLE) loans from January 2027.

- First liability period – Terms 1 or 2. 3rd September 2026 to 18th December 2026 – 25% of fee
- Second liability period – Terms 3 or 4. 4th January 2027 to 25th March 2027 – 50% of fee
- Third liability period – Terms 5 or 6. 12th April 2027 to 25th June 2027 – 100% of fee

**Self-funding** students may set up an instalment plan at or prior to enrolment. Where a student provides evidence that they are sponsored by their employer or other organisation, fees will be invoiced to the sponsor and must be paid prior to the commencement of the course. Students may be given opportunities in addition to their core programme. Any fees related to these opportunities may be charged to all students.

Should the student withdraw from the course, they are liable for fees based on the liability periods above:

## **Fees for Apprenticeships**

3. The Group aims to comply with the directives on co-investment from the Public Funding bodies and other relevant funding bodies, but will also take into consideration other factors including, but not limited to, the likely impact on the local business community, students and recruitment levels.

### **3.1 Levy Paying Employers**

Where a levy-paying employer does not have sufficient funds in their apprenticeship service digital account to cover the cost of the apprenticeship training, the Group will collect co-investment as outlined in the apprenticeship funding rules relevant to the academic year in question. The amount collected

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will be a percentage of the difference between the total negotiated price of the apprenticeship and the available balance in the employers digital account, up to the maximum value of the relevant funding band.

### 3.2 Non-Levy Paying Employers

For employers who do not pay the apprenticeship levy, training for apprentices under 25 will be fully funded and no co-investment will be required from the employer. For Apprentices over 25, a 5% co-investment fee will be collected from the employer.

### **Fees for Non-Funded or Full Cost Courses**

4. Irrespective of the student's status there are no remitted fees for these courses; they must be paid in full. These students are not eligible for support from the discretionary learner support fund, but other support may be available.

### **Fees for Learners who are not eligible for Public Funding**

5. The Group sets a commercially viable level equivalent to publicly funded rates for all non-'Home-based' students studying Further or Higher education funded courses, i.e. students that haven't been ordinarily resident in the UK for the last three years prior to the start of their course and who are in the UK primarily to receive full-time education. and/or those who do not satisfy the funding bodies' residency eligibility criteria. These fees cover the full cost of the programme, due to the absence of public funding. Fees must be paid in full before the start of the course and there is no remission available for these students. It is the student's responsibility to obtain the appropriate visas and other relevant documentation to enable them to legally undertake the programme of study in England. These students are not eligible for support from the discretionary learner support fund, but other support may be available.

### **Additionality**

6. Where a programme of study is recognised as encompassing a number of individual learning aims these will be treated as a single programme for the purpose of calculating fees.

6.1 Where a student wishes to enrol on further unrelated courses, additional fees will be payable.

## **Payment**

7. Fees are payable at enrolment by the following methods:

- Credit or Debit Card (in person or on-line)
- BACS (in advance of enrolment)
- Approved Instalment Plan (, subject to status) via Direct Debit for course fees of £750 and over.

7.1 Where students elect to pay their course fees by an approved instalment plan, a 20% deposit is payable at enrolment with the remaining balance paid over a maximum of 3 consecutive monthly payments, or where the course is shorter than this, at least 6 weeks before the expected end date of the course. Documentation (i.e bank statement) providing evidence of bank details must be presented at the time of enrolment in order to set up direct debit payments. Direct debits can only be made from a bank account with a UK sort code.

7.2 In the event of failure to meet any Direct Debit / Instalment Plan commitment, the full fee will become due for immediate payment, and the Group will actively seek to recover this debt and any court and/or legal costs incurred in the process of debt recovery.

## **Refunds**

8. Where a course is closed or cancelled by the Group a full refund will automatically be made to all students enrolled without request.

8.1 Should a student studying either a Further Education or Higher Education Course decide to withdraw from a course, in accordance with the Consumer Rights Act 2015, refunds will only be granted if withdrawal is made in writing and is within the 14-calendar day 'cooling off' period. The 14 day 'cooling off' period commences from the latter of 14 days after signing the learning agreement or 14 days after the start date of the course. If the student withdraws after this point, Higher Education

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students should refer to the section above 'Fees for Higher Education Courses', as there are specific OFS rules around refunds. For Further Education Students, generally no refund will be granted, and the student will be liable for the fees for the entire course, however, an option to defer the fees may be considered in certain circumstances and on completion of a signed deferral form.

8.2 If a student is excluded for misconduct, no refund will be granted.

8.3 In the case of cancellations made by an employer or sponsor in advance of 48 hours of the start of the course, the Group will offer credit towards other offerings of the course or alternative courses, which should be redeemed within 12 months. Cancellations within 48 hours of the start of the course or after the commencement of the course will not be offered credit.

8.4 For students studying Higher Education Courses, in the event of part or total closure of a course, a college site or delivery method, consideration will be given on a case-by-case basis for:

- Refunds for students in receipt of a tuition fee loan from the SLC
- Refunds for students who pay their own fees
- Refunds for students whose fees are paid by a sponsor.
- Payment of additional travel or maintenance costs incurred by a change of location of study or funding to offset additional relocation costs, such as childcare costs.
- Honouring student bursaries
- Compensation of maintenance costs and lost time in case of any of the above closures
- Compensation of tuition or maintenance costs if the student has to transfer to another course of provider.

8.5 The Group reserves the right to change a programme's content, location or delivery mode in the following circumstances:

- To reflect changes in relevant regulatory requirements and the requirements of professional/awarding bodies
- Where a programme cannot be delivered at a specified location because of a site-based issue.

The Group will not refund fees if any changes are made in such circumstances.

## **AM2 BOOKINGS, CANCELLATIONS AND REFUNDS**

### **9.1 Initial End Point Assessment Sittings**

- All bookings of an initial sitting can only be completed following a successful NET gateway check. The gateway check must be submitted at least two weeks prior to the actual sitting date.
- Once the gateway check is submitted the booking is considered provisional pending a positive outcome from the gateway check.
- If the gateway check fails for any reason the two-week period is restarted from the date of re-submission.
- No gateway checks will be submitted by us until payment has been confirmed or a purchase order number has been provided.
- If a training provider completes the gateway check, we will not process and complete the booking until payment has been confirmed or a purchase order number has been provided.
- Once a booking is confirmed any cancellation requires 4 weeks' notice in writing.
- A cancellation is not confirmed unless we have acknowledged the cancellation request.
- Requests to move a sitting date are treated as a cancellation and rebooking.
- We cannot move a booking date forward to an earlier date if it is within the two-week period from a successful gateway check.
- Any cancellation within 4 weeks of the initial sitting date will be charged at the full fee for the type of sitting. (See current fees)

### **9.2 Resits**

- Booking of resits cannot be within 1 week of the candidates receiving their results in line with the NET requirements.
- Results are issued by the NET, and the date results are issued is out of our control.
- Bookings will not be completed until payment has been confirmed or a purchase order number has been provided.

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- After multiple resits, a booking cannot be made until we have written confirmation that the candidate has received additional training.
- Once a booking is confirmed any cancellation requires 3 weeks' notice in writing.
- A cancellation is not confirmed unless we have acknowledged the cancellation request.
- Requests to move a sitting date are treated as a cancellation and rebooking.
- Any cancellation within 3 weeks of the initial sitting date will be charged at the full fee for the resit.

9.3 Any deviation from the above policy due to exceptional circumstances will be considered on a case-by-case basis.

## **Definitions**

10. 'Publicly Funded' is defined as those courses funded by: -  
'Department for Education' (DfE) responsible for funding 19+ Classroom-based and workplace learning and apprenticeships and '14-18 delivery and 19-24 high cost, high needs students.

10.1 'Additionality' is defined as the extra courses which, together with the primary course, form a cohesive programme of study e.g. first aid for learners studying child care, food hygiene being mandatory before students can do any food preparation or cooking.

10.2 'Home-based' students are defined as having been resident in the UK for 3 years prior to the start of their course and not in the UK primarily to receive full-time education.

10.3 'Full Time' is any programme of learning which lasts at least 580 hours of study within a 12-month period.

10.4 'Funding Age' for workplace learning or apprenticeships is the age at the start of the programme. For all other funding provision, it is the age of the learner on 31st August in the year in which they start a programme of study.

10.5 'Fees' – Fees are composed of the following elements: -

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- a. Mandatory fees. The following are fees that the College has identified are mandatory to achieve a course: -
  - i. tuition fees
  - ii. awarding body registration fees
  - iii. examination and/or certification
  - iv. other additional fees (if applicable)
- b. Optional fees. Students are given a broad range of opportunities in addition to the mandatory requirements of their courses. If the student wishes to purchase, for example, their own personal kits, uniform or go on additional trips, they have the opportunity to do so at their own cost.

10.6 Certain categories of fundable adults are exempt from paying tuition fees by statute. These include those on active benefits and those working towards a first full level 2, or first full level 3, if they are under 24 and provided they fully meet the eligibility criteria. Adults studying English or Maths at or below level 2 are also exempt.

10.7. 'Active benefits' include Job Seekers Allowance (JSA), Universal credit or Employment Support Allowance Work Related Activity Group (ESA WRAG). Full fee remission is available for students on active benefits and those eligible under low-wage and local flexibilities, as defined in the ASF funding rules. Details can be provided upon request.

10.8 Students can purchase kit, equipment etc. for their own use. Students may be charged for any ingredients; kit or items they wish to take home. Trips which are not mandatory to the success of the student's programme may be charged.

## **Associated Policies and Procedures**

- Student Admissions Policy
- Financial Regulations
- Debt Policy

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