

Further Education & Skills

Fees, Charges and Financial Support Policy

2023 - 2024

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1.0 **Introduction**

1.1 Burton and South Derbyshire College's approach to setting and collecting programme fees and associated charges is reviewed on an annual basis and approved by the Governing Body. This fee policy is only applicable in the year in which programmes are scheduled to commence and cannot be applied retrospectively.

1.2 This document is intended to act as a single reference source for Further Education and Skills programmes and associated fees, payment arrangements, financial support and remission rules for 2023/24 academic year to ensure a consistent and transparent approach, providing clear guidance on fees and charges. The content of this policy should be used as the main source of information for learners, parents, employers and College staff.

For fees, charges and financial support relating to 'Higher Education programmes' then please refer to the College's Higher Education Fees, Charges and Financial Support Policy. Higher Education programmes are limited to the following provision:

- Level 4 Higher National Certificates (HNC)
- Level 5 Higher National Diplomas (HND)
- Level 4 and Level 5 Higher Technical Qualification (HTQ's)
- Level 4/5 Foundation Degrees (Awarded Through Staffordshire University)
- Level 4/5 Professional Programmes (Including AAT, CIPD & ILM)
- Level 5 Foundation Degree (Awarded through Staffordshire University)
- Level 6 Bachelor of Arts Degree (Awarded through Staffordshire University)
- Level 6 Bachelor of Arts Degree Hons (Awarded through Staffordshire University)

2.0 **Fees and Charges Disclaimer**

2.1 Fees and Charges Disclaimer: Burton and South Derbyshire College reserves the right to change or amend, at any time, any of the programme details including content, dates, times, venues, fees payable, remissions available and terms or conditions. The College also reserves the right to close or not to commence with any previously published programme at short notice.

2.2 This policy details how Burton and South Derbyshire College will apply programme fees and remission arrangements which are largely dictated by its principal funding bodies. Programme fees are usually determined by either the learner age and / or the characteristics of the programme. Learners and programmes are classified into one of the following groups, with information on each then described in further detail within the policy:

- 2.2.1 Further Education: Education Programmes for Young People.
- 2.2.2 Further Education: 19-24 Learner with Learning Difficulties or Disabilities (LLDD).
- 2.2.3 Further Education: 19-23 Learners.
- 2.2.4 Further Education: Advanced Learning Loans.
- 2.2.5 Traineeships / Apprenticeships.
- 2.2.6 Adult Community Learning (PCDL).
- 2.2.7 Commercial, Recreational and Full Cost Provision.
- 2.2.8 International Provision.

2.3 The College has the discretion to determine its own fees and charging policy. If the College chooses to adopt a fees and charges policy which is more generous than that recommended in the funding bodies guidance, then the College will fund this from its own resources.

2.4 In exceptional circumstances, Directors of Curriculum or Assistant Principals may seek approval from the Senior Leadership Team (SLT), to set fees outside of the policy guidance prior to commencement of the programme, or to waive or amend the requirements for specific individual learner circumstances.

2.5 All College staff are reminded that failure to comply with this policy constitutes a breach of Financial Regulations, and as such may be a disciplinary matter.

3.0 Further Education: Education Programmes for Young People

Includes 16-19 yrs. learners on 'Study Programme' and learners aged 19-24 with an Education, Health and Care Plan (EHCP).

- 3.1 Further education learners aged, 16, 17 or 18 years old on 31 August each year when they commence their study programme are eligible for full funding by the Education Skills Funding Agency providing, they meet the eligibility criteria. Programme fees cannot be charged to learners aged 16-18 in full time or part-time education. For the purposes of policy clarity, '18' means under 19 on 31 August in the teaching year when the learner commences their study programme.
- 3.2 Similarly, learners aged 19-24 who have an Education, Health and Care Plan (EHCP) with high-cost additional learning support and whom the relevant Local Authority has agreed to fund, will not be charged tuition or initial examination / registration fees.
- 3.3 The College is funded by the Education Skills Funding Agency (ESFA) for full-time and part-time learners aged 16-18 through a guided learning hour banding approach. The maximum funding available is for 600g/h per year, and as a result, no 16-18 learner may be enrolled on a programme of study in excess of 600g/h without the prior consent of the College Senior Leadership Team (SLT).
- 3.4 The College will only charge fees to learners on Education Programmes for Young People for the following items:
- 3.4.1 Optional trips and extra-curricular activities.
 - 3.4.2 ID badge replacements.
 - 3.4.3 Books, supplies or stationery sold in college retail outlets.
 - 3.4.4 Equipment or protective clothing available to borrow which the learner chooses to purchase.
 - 3.4.5 Optional photocopying and printing.
 - 3.4.6 Optional programmes which are not a mandatory part of their funded study programme.
 - 3.4.7 Recreational use of college leisure and sports facilities.
 - 3.4.8 Fines for late return of library loans, misuse of lockers or other disciplinary penalties.
 - 3.4.9 Charges for examinations where the learner fails to attend classes or complete required work or fails to sit the examination or chooses to re-sit e.g., to improve a grade where the learner has already achieved grade 4 (previously grade C) or higher.
- 3.5 The College is entitled to and will only charge examination or registration fees to learners aged 16-18 or 19-24 with learning difficulties in circumstances where the required attendance or completion of work has not been achieved, or the learner fails without good reason to sit the examination for which the College has paid. Charges may also be levied where a learner re-sits an examination resulting from an initial examination failure or where a learner re-sits an exam with the aim of achieving marginal improvements in grades. See section 13 of the policy for specific information regarding 16-18 examination re-sit fees.
- 3.6 The College will be unable to enrol any learners who are enrolled full time in a school and who wish to follow part of their programme at the College during school hours. In such circumstances, whatever the age of the learner, this provision should be treated as collaborative or link provision, and the school is expected to meet the full costs of this provision.
- 3.7 A range of professional, recreational, community learning and access to higher education programmes are specifically targeted at adult learners and in general, the College will not normally be able to enrol 16-18 learners onto these programmes. In specific circumstances where 16-18 enrolment is permitted, additional fees will be charged for this provision.

4.0 Adult Further Education:

- 4.1 Further education learners who are aged 19+ on the day they start their learning programme are only eligible for funding from the Education Skills Funding Agency (ESFA) providing they and the programme meets the eligibility criteria set.
- 4.2 Continuing learners who are over 18 and began a learning aim before the age of 19 will normally have their fees waived. However, at the start of any new programme the learner may be liable for fees.
- 4.3 Further education learners, who are aged 19 or older on the day they start their learning programme may be eligible for part or full funding by the Education Skills Funding Agency if they are on a Level 2 or lower programme.
- 4.4 Learners aged 19-23 at the start of their programme and studying a first full level 2 qualification are entitled to a 100% fee remission as part of their legal entitlement. The learner must be enrolling on a qualification listed in the Education Skills Funding Agency's (EFSA) legal [entitlement listing](#) for 2023/2024.
- 4.5 Eligible classroom-based programmes at level 2 and lower where learners are aged 19 years or older on the day, they start their learning programme will be charged a 'co-funded rate' of 50% for tuition fees and full exam/registration fees and may also be charged programme materials and visit/trip fees if applicable.
- 4.5.1 19 – 23 Learners must already hold a Level 2 to be co-funded and not fit into any of the criteria in 4.4 or 4.7.
- 4.5.2 24+ Learners who do not fit into any of the criteria in 4.7
- 4.6 Eligible distance learning programmes at level 2, where learners who are aged 19 years or older on the day, they start their learning programme and meet the eligibility criteria will receive a discount of up to 100% fee remission. The College reserves the right to withdraw / alter this discount at any point to new applications. A £100 administration fee will be payable in full should a learner withdraw after the 14-day cooling off period.
- 4.7 Eligible classroom-based programmes at level 2 and lower, where learners are aged 19 years or older on the day they start their learning programme and who are unemployed, in receipt of benefits or low wage may be eligible for full funding. The following types of benefit are permitted (evidence required):
- 4.7.1 In receipt of Job Seekers Allowance (JSA) including those receiving National Insurance credit only.
- 4.7.2 In receipt of Employment Support Allowance (ESA) and in Work Related Activity Group (WRAG).
- 4.7.3 In receipt of Universal Credit and earn less than 16 times the national minimum wage per week or £617 per month or £998 a month (household claims) and Jobcentre Plus determine as being one of the following groups: All work-related requirements groups / work preparation group / work focused interview group.
- 4.7.4 In receipt of other state benefits earning less than 16 times the national minimum wage per week or £617 per month or £998 a month (household claims) and wants to be employed, or progress into more sustainable employment and the College is satisfied and learning is directly relevant to their employment prospects and local labour market needs.
- 4.7.5 Released on temporary licence, studying outside of the prison environment and not being funded by the Ministry of Justice.
- 4.7.6 Earning less than £20,319 annual gross salary, based on the assumption of a 37.5hr contract week with paid statutory holiday entitlement. (evidence required).
- 4.8 Learners aged 19-23 at the start of their programme and studying a first full level 3 qualification are entitled to a 100% fee remission as part of their legal entitlement. The learner must be enrolling on a qualification listed in the Education Skills Funding Agency's (EFSA) legal [entitlement listing](#) for 2023/2024.
- 4.9 Learners aged 19+ at the start of their programme and studying a first full level 3 qualification are entitled to a 100% fee remission as part of National Skills Fund Qualification Offer. The learner must be enrolling on a qualification listed in the Education Skills Funding Agency's (EFSA) [National Skills Fund Qualification offer](#) 2023/2024.

4.10 Learners aged 19+ who already hold a level 3 qualification and at the start of their programme are on a low wage or unemployed (in receipt of Benefits) and studying an eligible level 3 qualification are entitled to a 100% fee remission as part of the National Skills Fund Qualification Offer. The learner must be enrolling on a qualification listed in the Education Skills Funding Agency's (EFSA) [National Skills Fund Qualification offer 2023/2024](#).

The College will only charge fees to 'fully funded' adult learners for the following items:

- 4.10.1 Optional trips and extra-curricular activities.
- 4.10.2 ID badge replacements.
- 4.10.3 Books, supplies or stationery sold in college retail outlets.
- 4.10.4 Equipment or protective clothing available to borrow which the learner chooses to purchase.
- 4.10.5 Optional photocopying and printing.
- 4.10.6 Optional programmes which are not a mandatory part of their funded study programme.
- 4.10.7 Recreational use of college leisure and sports facilities.
- 4.10.8 Fines for late return of library loans, misuse of lockers or other disciplinary penalties.
- 4.10.9 Charges for examinations where the learner fails to attend classes or complete required work or fails to sit the examination or chooses to re-sit e.g., to improve a grade where the learner has already achieved grade 4 (previously grade C) or higher.

4.11 For learners aged 19+ who are infilling onto a 'full-time study programmes' at level 2 or below the College will continue to charge a flat rate tuition fee for the year. Examination / registration and other programme fees will be charged in addition to the flat rate tuition fee. The fee for adult full-time learners in this year can be found in Annex 2.

5.0 Adult Further Education: Advanced Learning Loans

5.1 Further education learners who are aged 19 or over enrolling on designated Level 3 or higher programmes will no longer qualify for Education Skills Funding Agency (ESFA) funding, if they already hold a Level 3 or above qualification and do not meet any of the criteria in section 4. Instead, these learners will in most cases be able to apply for Advanced Learning Loans, which are paid directly to the College, hence replacing the previous applicable funding and fee requirements.

5.2 The loan value will cover the combined cost of tuition only. Examination / registration fees, examination re-sits, materials and visits / trips can incur an additional fee if applicable. The loan facility will only be available for the programmes advertised by the College and learners will need to receive a Learning and Funding letter from the College in advance of enrolment confirming programme eligibility before they can apply for their loan.

5.3 The fees for further education learners aged 19 or over for programmes at Level 3 or above will be 100% of the HM Government Learning Aim Database funding rate.

5.4 Programme fees for Advance Learning Loan learners are for the entire duration of their learning programme and not per academic year. Where learning programmes span two academic years, but are 12 months or less in length, the full programme fees will be charged upon enrolment of the programme.

5.5 The maximum loan value for learners is 100% of the funded rate contained in HM Government Learning Aim Database for this academic year. The minimum loan value learners can access is £300.

5.6 Units of qualifications and Awards at Level 3 and above are ineligible for funding through an Advanced Learning Loan in this year and should be treated as full cost provision.

5.7 Learners are entitled to up to four loans, for four learning aims, where each loan is for a different category of provision. Learners will take out a loan for each individual learning aim.

5.8 If a further education 19+ learner is ineligible for loan financing or opts not to take up the loan option, then the combined tuition, examination / registration and materials fees will be required to be paid from their own resources, along with any other additional programme costs at the time of enrolment.

5.9 Where a learner elects to pay their programme fees via the Advanced Learning Loan option and then withdraws early from the learning programme, their loan payments will cease. In addition to the learner being liable to the Student Loans Company (SLC) for the amount of loan payment made to the College, the College also reserves the right to recover the balance of fees due for the entire learning programme. In these cases, in addition to the fee recovered, an administration charge will also be made.

5.10 Where a learner fails to achieve the required attendance for the learning programme and their attendance cannot be accurately recorded on the Advanced Learning Portal to activate the loan payment, the College reserves the right to recover the fee due for that particular month. In these cases, in addition to the fee recovered; an administration charge will also be made.

6.0 Apprenticeships

6.1 In May 2017, Apprenticeship funding via recurring grants for new starts was discontinued by Government. This has been replaced by the Apprenticeship Levy currently set at 0.5% of UK pay bill with a £15000 threshold allowance. Therefore, organisations currently with an annual pay bill of £3 million or more are paying the monthly tax to HMRC. The proportion of tax revenue derived from the English workforce component of the organisation's UK pay bill is ring-fenced to the organisation's account with the Digital Apprenticeship Service (DAS) for 24 months. The Government top this account up by 10%. Any remaining tax revenues derived from the proportion of workforce outside England is passed to the devolved administrations.

6.2 The College will collect 80% of the total price of the apprenticeship from Levy paying employers Apprenticeship Service Accounts and via monthly payments triggered by the ILR return for the duration of the delivery period. The remaining 20% will be collected on successful completion of the apprenticeship.

6.3 In the event that an employer has insufficient funds in their account in any given month to meet the agreed profiled payment. The College will collect 5% of the balance of the monthly payment from the employer, and on remittance of the 5% of the balance, will receive, in arrears, the remaining 95% of the balance directly from the Government.

6.4 The College will continue to deliver Apprenticeships to continuing apprentices enrolled prior to 2019/20 academic year for Employers that do not pay the Levy under a separate Education Skills Funding Agency (ESFA) contract that was successfully procured in 2017. From April 2019, such Employers pay up to 5% of the price of the Apprenticeship directly to BSDC. Government will pay the corresponding 95% or more on evidence of remittance of employer contributions being submitted in the ILR on a quarterly basis.

6.5 The College will collect funding for apprentices employed by employers that do not pay the Levy via the employer's Apprenticeship Service account by monthly payment triggered by the ILR return for the duration of the delivery period. Employers will pay up to 5% of the total price of the Apprenticeship directly to BSDC. Government will pay the corresponding 95% or more via the Apprenticeship Service Account on evidence of remittance of employer contributions being submitted in the ILR on a quarterly basis or more frequently. The College will collect 80% of the total price of the apprenticeship due from Government and the employer during the practical delivery period. The remaining 20% will be collected on successful completion of the apprenticeship.

6.6 Employers with less than 50 employees that recruit an apprentice aged 16-18 at the point of enrolment, or a care leaver or learner with an EHCP aged 19-25, will qualify for 100% of the price of the apprenticeship being paid for by Government.

6.7 All Employers recruiting a 16-18-year-old apprentice, or a care leaver or learner with an Education Health Care Plan (EHCP) aged 19-25, will be eligible for additional incentive payments. These payments will be remitted to the College and transferred to the employer. These must remain separate transactions and cannot be netted against any agreed employer contribution payments.

6.8 For delivery of Apprenticeship Standards, the agreed price must include the future cost of End Point Assessment with the employer's chosen End Point Assessment Provider. The End Point Assessment Provider will bill the College who will pay for services on behalf of the employer. The price for End Point Assessment will be reported separately in the ILR alongside the selected End Point Assessment Provider, once known.

6.9 Eligibility funding via the Education Skills Funding Agency (ESFA) for Workplace Learning programmes continues to reduce in-line with changes to Government priorities. Therefore, in the majority of cases Workplace Learning programmes will be costed as 'full cost' delivery and the prices determined using the full cost delivery model.

7.0 Sub-Contracted and Partner Provision

7.1 Where fees are paid to the College by other organisations in receipt of Education Skills Funding Agency (ESFA) funding, or education provided by the College, the Assistant Principal: Business Development and Corporate Relationships, in conjunction with the Vice Principal: Corporate Services are responsible for negotiating these with the recipient organisations in accordance with agreed College protocols. Fees are to be approved by the College Senior Leadership Team and are to be reviewed annually for all contracts.

7.2 Where learning programmes are delivered by partners on behalf of the College, the College will agree in advance with the partner whether the College or the partner will collect fees and the two parties will account between each other for the fees collected.

8.0 Maths and English Provision

8.1 Since 01 August 2014, the provision of mathematics and/or English is to be enforced through a condition of funding for all 16-18-year-old learners.

8.2 For 16-18 learners, full funding is provided to study towards GCSE in maths and English to grades 4-9, or qualifications leading to a GCSE grade 4 where the learner has not yet achieved a grade 4 or equivalent in these subjects. No fees can be charged to 16-18 learners in respect of this funding.

8.3 Fees may be charged where a learner fails to complete a learning aim in the expected time span and stays on for additional time, including revision sessions or re-sits as funding has already been provided.

8.4 Qualifications leading to a GCSE grades 4-9 in maths and/or English where the learner has not yet achieved a grade 4 in these subjects are not treated as retakes for funding purposes and as a result are fully funded.

8.5 Learners aged 19 and over, excluding apprentices, are eligible for full funding to take GCSE maths and/or English if they do not currently have these qualifications at grades 4-9 or equivalent, no matter what other qualifications they already hold. No programme fees can be charged.

8.6 If a 19+ learner wants to 'retake' their GCSE maths and/or English exam without subsequent learning because they did not achieve a grade 4-9 or equivalent, the learner would not be funded to just re-sit the exam and an examination / registration fee can be charged to the learner.

8.7 The College is entitled to and will charge examination or registration fees to all learners in circumstances where the required attendance or completion of work has not been achieved, or the learner fails without good reason to sit the examination for which the College has paid. Charges may also be levied where a learner re-sits an examination resulting from an initial examination failure or where a learner re-sits an exam with the aim of achieving marginal improvements in grades. See section 16 of the policy for specific information regarding examination re-sit fees.

9.0 Commercial / Full Cost Activity

9.1 All full cost programme fees in this academic year will be evaluated with particular reference to competitor fees, market intelligence and value for money.

9.2 Fees are to be based on market rates and must at least recover full costs including overheads and therefore will differ between programmes. All commercial / full cost programmes need to achieve the target financial contribution unless prior approval is agreed by the Senior Leadership Team.

9.3 There is a standard costing pro forma and standard terms and conditions, which are to be used for all commercial and full cost programmes. There is no fee remission or concessionary fee for commercial/full cost programmes.

9.4 Commercial / full cost learners who, through their own choice, have failed to complete their learning programme within the agreed period will be required to pay any additional costs associated with any awarded extension. Charges will be based on full cost rates.

10.0 International Learners (UK Study)

10.1 The definition of an international learner is a person who does not have:

- a) a British passport
- b) pre-settled or settled status within the UK
- c) indefinite leave to remain within the UK.

10.2 International learners are not eligible for funding from the ESFA. The criteria against which learners are judged to be international learners are very complex and international status *must* be determined in the first instance.

10.3 The College is required to assess the status of all international learners prior to the start of their course, to ensure that the individual holds a visa allowing them to leave to enter the UK for the entire duration of the proposed course.

10.4 International learners who do not require a Tier 4 visa will be required to pay the full balance of their course fees at the time of their enrolment. In exceptional circumstances, the Deputy Principal may agree in advance for an international learner to pay their fees in instalments provided that it can be demonstrated that there is an ability to pay the full amount due.

11.0 International Learners (Short Term)

11.1 All international learners applying for short term study tours are responsible for securing an appropriate visa to ensure they are eligible to study in the UK for the duration of their programme.

11.2 In order to confirm the viability of a study tour, BSDC must receive 50% of the agreed total fees associated with the programme.

11.3 Upon receipt of 50% of the total fees, BSDC will confirm the places of the agreed number of learners, using international agents where appropriate, with the partner institution. The final balance of total fees due to BSDC should be received no later than two weeks prior to the start of the programme.

11.4 If an international institution cancels any, or all of the agreed learners on a short-term group programme, they may be liable for cancellation fees as follows;

11.4.1 Cancellation up to one month prior to the programme start date, 40% of total fees refunded.

11.4.2 Cancellation up to two weeks prior to the programme start date, 20% of total fees refunded.

11.4.3 Cancellation within two weeks prior to the programme start date, no refund and total balance due.

11.4.4 In exceptional circumstances, BSDC may refund all monies due. Refunds will be judged on an individual basis and the final decision will be made by BSDC senior management.

11.5 Following commencement of the programme, if an individual learner withdraws due to illness or injury, BSDC will refund a proportion of the fees, including the tuition fees. Refunds will be judged on an individual basis and the final decision will be made by BSDC senior management.

11.6 If a learner is suspended or withdrawn from the course due to a disciplinary decision by BSDC, no fees will be refunded.

12.0 Market Forces Fees Policy

12.1 All annual programme fees will be evaluated with particular reference to Competitor College / provider fees and valid market intelligence.

12.2 Where there are particular concerns or extenuating circumstances, the Deputy Director of Curriculum will make a detailed request to vary the fee charged to the Vice Principal and Executive Director. This request will then be considered in full by the College Senior Leadership Team who will approve or decline the fee in-line with the College business objectives and the need to achieve consistently and equality of opportunity.

12.3 In the case of learning programmes delivered off-site or by partner organisations, the Assistant Principal: Business Development and Corporate Relationships may submit a detailed request to vary the fees. This request will be considered by the College Senior Leadership Team who will approve or decline the fee in-line with the College business objectives and the need to achieve consistently and equality of opportunity.

12.4 Programme fees must NOT, at any time be altered from those contained within the approved curriculum plan without prior agreement from the Senior Leadership Team (SLT).

13.0 Examination / Registration Fees

13.1 Examination and registration fees for learners aged 16-18-year-old, 16-24 LLDD, apprentices and adults on fully funded (ESFA) provision cannot be charged additional fees relating to the registration of qualifications nor examination entry fees. This excludes the exceptions noted in sections 15.3 and 15.4.

13.2 All co-funded adult learners and those not eligible for full funding by the Education Skills Funding Agency (ESFA) funding are usually charged a fee towards the cost of their examination / registration fees at the time of their enrolment.

13.3 All active learners will be entitled to one free re-sit for each qualification they are studying towards, within their designated enrolment period only. Subsequent examination re-sit fees will be applied to all learners at the Awarding Organisation rate at the time of exam entry. An additional administration fee inclusive of VAT will be applied to learners who are not active that wish to re-sit their exam at the centre. All re-sit fees will be payable to the College prior to the examination entry. For the purposes of this clause an active learner is a learner who is enrolled on a course run by the college during the academic year to which the exam for that course relates.

13.4 All learners who do not show for a booked examination without a valid reason, and evidence to support their reason, regardless of if this is their first attempt or not will be charged the examination fee at the Awarding Organisation rate at the time of entry. The College also reserves the right to charge a learner for any additional costs incurred by the College in the event of a 'no show' for a booked exam.

14.0 Payment Methods

14.1 All fees become payable on the completion of an enrolment form either by the learner or sponsor unless the learner is entitled to full fee remission. Payment of fees may be made by cash, credit or debit card, or cheque and in the case of instalments, by direct debit or student loan.

14.2 Where the total fee is £100.00 or less, learners must pay in full at the time of enrolment.

14.3 Where the programme duration is 6 weeks or less, regardless of the cost of the programme, learners must pay in full at the time of enrolment.

14.4 Where the total fee is above £100.00 and the programme is more than 6 weeks in duration, learners will pay a minimum deposit outlined below of the total fees liable at enrolment followed by a maximum number of direct debit instalments.

14.5

Total Programme Fee	Deposit Requirement	Maximum Direct Debit Instalments 1 Yr. Programmes	Maximum Direct Debit Instalments 2 Yr. Programmes
£100 up to £500	25%	3 equal instalments	
£501 to £1,000	20%	6 equal instalments	
£1,001 to £2,000	15%	6 equal instalments	12 equal instalments
£2,001 and above	10%	6 equal instalments	12 equal instalments

14.6 Instalments may span academic years, depending on the start date of the learning programme. Instalment options for sponsors/employers are at the discretion of the College's Senior Leadership Team (SLT), however the College cannot offer instalments to international learners.

14.7 Where a learner's fees are to be met by a third party (such as their employer or sponsor) the learner must supply, at the time of enrolment, a letter from the company or organisation on company letterhead, confirming that fees will be met in part or full. In the absence of such confirmation, the learner remains liable for the full cost of the programme.

14.8 Where learner's fees are to be met by an Advanced Learning Loan a proof of a loan approval or at least a proof of a loan application should be produced by the learner at enrolment. Learners without any Advanced Learning Loan evidence may enrol at their own risk and at the discretion of the College. By doing so the learner will be placed on a 'pending fees status', however learners will be invoiced in full for the entire fee. In these circumstances' payment will only be collected should a learner fail to gain an approved Advanced Learning Loan. In such cases the learners will be required to sign a disclaimer stating that should their advanced learning loan not be approved they will be liable for all fees due.

Learners will be granted a two-calendar month grace period from the point of enrolment to secure the loan and notify the College of the Advanced Learning Loan details. After which if the learner has failed to secure and notify the College of their Advanced Learning Loan the College will contact the learner to arrange an alternative payment method to settle the outstanding balance.

14.9 If a learner chooses to withdraw from their programme outside of the designated cooling off period due to their failure to secure such loan, they will still be liable for the fees in full.

15.0 Non-Payment of Fees

15.1 Non-payment of fees or failure to agree acceptable terms of payment may result in one or more of the following:

- Examination entries not being processed
- Physical access to the programme being denied until fees are settled
- Termination of enrolment and withdrawal from the College
- Refusal to re-enrol
- Withholding final award certificate

15.2 Non-attendance on the programme is not a valid reason for non-payment of programme fees and payment / instalments must be made for non-attended lessons unless absence is due to unforeseen serious medical reasons for which supporting evidence must be submitted.

15.3 Learners with outstanding fees due to the College (debts) will not be permitted to enrol onto a new learning programme until the debt has been paid in full.

15.4 Learners undertaking a two-year learning programme will not be permitted to progress to the second year of their programme where fees relating to the first year remain unpaid until the debt has been paid in full.

15.5 The College will use appropriate debt recovery procedures where learners breach the terms of their payment arrangement and will pass on all additional costs incurred in this process in the increase of the overall outstanding debt value.

- 15.6 Where fees and instalments are not paid and every avenue to financially support learners in the payment of their fees has been exhausted, the College reserves the right to permanently exclude learners from their programme and the College.
- 15.7 Learners whose instalment payments are returned unpaid by the bank will incur an administration fee of £10 in addition to their unpaid fee instalment.
- 15.8 The College reserves the right to re-present failed direct debit instalments in accordance with the Direct Debit scheme rules
- 15.9 If fee instalments continue not to be paid by their due date, then the full outstanding balance becomes payable immediately.
- 15.10 Should the third party (sponsor/employer) fail to pay fees, the College reserves the right to pursue the learner for the full payment of programme costs.

16.0 Refunds

- 16.1 Refund of programmes over 10 weeks: If a learner formally withdraws within the designated cooling off period (14 calendar days) of either the published start date, or first date of attendance (whichever the later of) of the programme the learner will not incur any tuition fees and will be eligible for a refund in full. Withdrawals made after 14 days will incur the full tuition fee liability, even if the learner has not taken the opportunity to attend or engage with the programme.
- 16.2 Refund of programmes 10 weeks and Under: The College will not provide any refund for programmes less than ten weeks unless the programme is cancelled by the College. With the exceptions of points 18.5 and 18.6.
- 16.3 Request must be received in writing If the learner wishes to cancel their respective enrolment within the 14-day cooling off period. The date will be taken from the point in which the formal notification to withdraw is received by the College and until such point as this notification is formally received the learner will remain 'active' and therefore liable for the programme fees. Retrospective withdrawals will not be considered or permitted under any circumstances.
- 16.4 Notification of intention to withdraw is solely the responsibility of the learner and can only be received via email to the following address: withdrawals@bsdc.ac.uk. No alternative methods of withdrawal notifications are permitted. In all communications it is essential learners quote their unique learner reference number.
- 16.5 Programme fees are refundable where the programme is cancelled prior to or after commencement due to low enrolment volumes. The College reserves the right to cancel learning programmes where enrolment numbers fail to meet the required level.
- 16.6 Programme fees are refundable where a learner can demonstrate that their withdrawal from the programme has resulted from the failure of the College to deliver what could have been reasonably expected. This would only be applicable where a written complaint has been upheld and any refund would be proportional to the learning undertaking to date and not include examination / registration fees incurred by the College.
- 16.7 Programme fees are refundable solely at the discretion of the College and only where the learner can demonstrate that extenuating circumstances have arisen to prevent them from continuing with their programme. A member of the Senior Leadership Team (SLT) may authorise a full or partial refund should they deem circumstances warrant such a response (charged back to the income cost centre). Our definition of extenuating circumstances is:

16.7.1 'Exceptional and unforeseeable circumstances that are outside of the individual's control and that have had a significant and detrimental impact on their ability to be able to continue with their programme of study'. We may also require evidence of actions taken to mitigate the impact of the extenuating circumstances on a learner's programme of study. If a learner feels their withdrawal warrants consideration for extenuating circumstances this must be received in writing alongside notification of their intention to withdraw as outlined in section 18.4

16.7.2 The College will confirm in writing to the learner within 15 working days from receipt of their intention to withdraw of its outcome. The College's decision on this matter will be final and there will be no right of appeal, nor

will the College disclose the detailed rationale on how its decision was reached.

16.7.3 Where the College upholds the extenuating circumstances, the College may grant a full or partial refund or issue a credit note which can be utilised by the named person only. In all cases exam and miscellaneous fee refunds will be made if the College has not expended them at the date of withdrawal.

16.8 The timescale permitted for receipt of appeals relating to extenuating circumstances is limited to one calendar month proceeding the receipt of the College’s ‘withdrawal decision letter’. All appeals on grounds of extenuating circumstances received outside of this permitted timescale will not be eligible for consideration.

All outstanding fees become due immediately upon withdrawal from a course as set out below:

Fee Liability Point			Full Time & Part Time Learners	
Autumn Term Starts	Liability Periods		Liability	Refund
1	Course start date	14 days (Midnight)	0%	100%
2	14 days following the start date	Autumn term end (Midnight)	25%	75%
3	Spring term start	Spring term end (Midnight)	50%	50%
4	Summer term		100%	0%

Fee Liability Point			Part Time Learners	
Spring Term Starts (April)	Liability Periods		Liability	Refund
1	Course start date	14 days (Midnight)	0%	100%
2	14 days following the start date	Spring term end (Midnight)	25%	75%
3	Autumn Term Start	Autumn term end (Midnight)	50%	50%
4	Spring term start	Spring term end	100%	0%

N.B Liability points are determined by the following:

- The scheduled course start date and not the learner’s individual enrolment date.
- The last date of course attendance, either physically or through digital means or at the last point which learning materials were accessed on one of the College’s virtual learning platforms.
- Term dates are defined by the College’s published [key dates](#).
- Only valid for courses with durations greater than 10 weeks.
- Courses of more than one year will be applied at the same basis as above on a pro rata basis. For clarity if a learner withdraws in the first term of Year 2, they will be liable for 100% of year one fees and 25% of year 2 fees.

All tuition fee refunds outlined in the above table will be calculated on the net tuition fee, which considers any fee waiver, reduction or discount that has been applied.

In all cases, a £25 administration charge will be made for the processing of all refunds

Domestic programme fees will not be refunded where a programme is temporarily suspended or our delivery mode is changed as a result of a global pandemic, fire, flood or other force majeure, including adverse weather conditions

or industrial action.

17.0 Further Guidance and Resources

[ESFA: funding rules, rates and formula](#)

[Student Loans Company](#)

[Financial Support](#)

Annex 1. Remission Eligibility

Fee Remission Eligibility 'At A Glance'	Tuition Fee	Registration/Exam
Over 16 and under 19 years at 31.08.23 on any ESFA funded programme, including apprenticeships	NO	NO
Over 19 years at the start of the programme studying qualifying programmes up to level 2 and earning less than £16,009.50 This excludes learners residing within newly formed combined authority	NO	NO
Over 19 years and under 23 at the start of the programme with prior attainment at or below L1 studying Entry or level 1 qualifications (not English or Maths)	NO	NO
Over 19 years and under 23 years at the start of the programme studying a full level 2 'Fully Funded'	NO	NO
Over 19 years and under 23 at the start of the programme studying a first full level 3 'Fully Funded'	NO	NO
Over 19 years at 31.08.23 on other part-time ESFA funded programme	YES	YES
Over 19 years at 31.08.23 undertaking other ESFA qualifications, including additional qualifications not part of a full-time FE programme.	YES	YES
Apprentices aged 16-18, or aged 19-24 leaving local authority care or aged 19-24 with a local authority EHCP at point of enrolment and employed by any organisation with less than 50 employees	NO	
Apprentices aged 19 or over who are not leaving care and do not have an EHCP and who are employed by an organisation with less than 50 employees which is Levy Paying	YES (Employer Levy and/or employer contribution of 5% of monthly balance of profiled payment)	
Apprentices aged 19 or over who are not leaving care and do not have an EHCP and who are employed by an organisation with less than 50 employees which is not Levy Paying	YES (5% of the total apprenticeship price)	
Apprentices of any age employed by a Levy paying organisation with more than 50 employees	YES (Employer Levy and/or employer contribution of 5% of monthly balance of profiled payment)	
Apprentices of any age employed by a non-Levy paying organisation with more than 50 employees	YES (5% of the total apprenticeship price)	
Learners studying the new suite of English and Maths qualifications	NO	NO
Learners over 19 years at 31.08.23 undertaking a programme where they are not eligible for ESFA funding	YES	YES
Learners aged 19 or over at the start of the programme taking out a Loan to fund their learning for provision at level 3 and above	YES	YES

Please note that examination re-sit fees will be applicable to all learners following first free re-sit.

Annex 2 Tuition Fees 'At a Glance'

	23/24 Tuition Fee
Adults (19+) in-filling to full-time 16-19 Study Programmes up to L2 ONLY	£1,125
Adults (19+) with no eligibility for ESFA funding	100% of Published Fee
19+ Learners on Advanced Learning Programmes (Accessing Loan)	100% of Published Fee
19 + Learners on Level 2 programmes or Below (subject to eligibility)	50% of Funded (Excludes Promotional Discounts)
19 + Learners on Level 2 Distance Learning programmes (subject to eligibility)	Fully Funded
Full Cost / Commercial Activity	Variable based on Individual Programme Costing
Adult Community Learning (Leisure Programmes)	Variable based on Individual Programme Costing
APEL Activity	£150 Per APEL Module

Examination / Registration Fees, Materials and Visit / Trip Fees should be added to these tuition fees where applicable.