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## **Equality Impact Assessment**

**Name of Policy:** Tuition Fee Policy

		Yes/No	Comments
1	Does the policy/guidance affect one group less or more favourably than		

## **Suffolk NewCollege**

### **Tuition Fee Policy**

**This document sets out the College policy concerning the charging, remission and refund of fees and associated charges relating to teaching of courses. It was issued**

## **1.4 All financial advice relating to payment of fees and ch**

## **2 Eligible Students**

**21** To be classified as a student and therefore qualify for public funding, students must meet the eligibility criteria as set out by the Funding Bodies, namely:

- On the 'relevant date' to be 'settled' in the UK
- To have been ordinarily resident in the United Kingdom and Islands (the Channel Islands and the Isle of Man) throughout the three year period preceding that date, other than wholly or mainly for the purpose of receiving full-time education

**22** The 'relevant date' refers to the first day of the first teaching year of the course and is defined as:

- 1 September for programmes commencing between 1 August and 31 December
- 1 January for programmes commencing between 1 January and 31 March
- 1 April for programmes commencing between 1 April and 30 June
- 1 July for programmes commencing between 1 July and 31 July

**23** 'Settled' means having either indefinite leave to enter or remain (ILE/LR) or having right of abode in the UK. British Citizens and other people have the right of abode in the UK:

- British nationals who hold a United Kingdom of Great Britain and Northern Ireland passport;

- People with recently settled status (this means those having been granted indefinite leave to enter or remain, or British Citizenship within the 3 years immediately preceding the start of the course);
- People granted pre-settled status following our exit from EU.

**25** In addition, the following groups of students, aged up to and including the age of 18, will also be eligible for funding

- Those who are accompanying or joining parents or spouses or civil partners who have the right of abode or leave to enter or remain in the UK (or accompanying or joining relevant family members, usually parents, who are UK or Irish nationals), or those who are children of diplomats;
- Those who are dependants of teachers coming to the UK on a teacher exchange scheme;
- Those who are residing legally in the UK (including those entering the UK in the last 3 years who are or were not accompanied by their parents) who are British (or Irish) citizens or those whose passports have been endorsed to either show they have the right of abode in this country or to show that they have no restrictions on working in the UK;
- Those who are dependants of adults residing legally in the UK who have been given immigration rights as workers to reside in the UK;
- Those who are dependants of foreign students where the accompanying parent or legal guardian has a Student visa (the accompanying parent or legal guardian is excluded from funding);
- Asylum seekers;
- Those having been granted leave under section 67 of the [Immigration Act 2016](#) (the 'Dubs' amendment)
- Those having been granted Calais leave to remain;
- Those who are (including unaccompanied asylum seekers) placed in the care of social services or those in receipt of Section 4 support.

## **B. TUITION FEES**

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### **3 Students aged Under-19**

- 31** All students aged under 19 on 31 August in the year of commencement of their course, undertaking funded full-time courses of study (including employed students), will not be required to pay any tuition fee, registration fee or examination fee element of their courses.
- 32** Students undertaking a two-year (consecutive) course of study who reach their 19<sup>th</sup> birthday before completing the course, will not be required to pay any fees for their course of study.
- 33** Students aged under 19, are not normally encouraged to take up part-time





**46** Students aged 19 or older on the day that they start a full level 3 qualification with an agreed advanced learning loan as provided by the student loans company.

**47** Students aged 19 and over studying ESOL (English for Speakers of Other Languages) courses, will be treated as being co-funded. The only exception to this is if they cannot meet all of the below requirements they will be classed as fully funded

- They are studying a regulated qualification (excludes students not studying for a recognised qualification) and

who are unemployed and want to become employed or employed and want to progress into more sustainable employment, and their earned income (disregarding benefits) is less than £67 per month (learner is a sole adult in their benefit claim) or £988 per month (learner has a joint benefit claim with their partner) and you are satisfied that the identified learning is directly relevant to their employment prospects and the local labour market needs or;

who are in receipt of one of the following benefits themselves (not a



**7.4 All fees in respect of these courses are payable at the time of booking on the course, unless the student is being sponsored (see 11 below).**

**7.5**

## **C. APPRENTICES**

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### **8 Responsibilities of the Employer**

- 81 It is the responsibility of the employer to provide us with sufficient information to enable the College to draw up the contract between**

**93** If a levy-paying employer does not have sufficient funds in their digital levy account they will have to make a 5% co-investment (plus any difference between the maximum fee that the digital levy account would fund and the actual fee) towards the costs of training the apprentice, and will be invoiced accordingly.

## **10 Non-Levy Payers**

**101** Any employer with a total pay bill of less than £3 million per annum will not be required to pay the apprenticeship levy, and will receive government funding towards the cost of training an apprentice.

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## **D. PAYMENT OF TUITION FEES**

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### **11. Terms and conditions**

- 11.1 All tuition fees are due for payment in full upon enrollment.**
- 11.2 This is irrespective of the manner of payment, whether by Advanced Learner Loan or, by instalments payable by Direct Debit, or any apprenticeship payments not covered by the digital apprenticeship service account (DAS).**
- 11.3 The College will ensure that the student and/or student's sponsor are given prompt notification of fees due and arrangements for payment prior to enrollment onto the course.**
- 11.4 The student and/or their sponsor are responsible for the prompt payment of all fees due, as per agreed payment arrangements.**
- 11.5 Defaults on payment are treated seriously and will lead to withdrawal of College services.**
- 11.6 If the student withdraws, or is withdrawn for whatever reason, from their course of study within twenty-eight days of the date of the course starting then their fees will be limited to a third of the total fee due, otherwise the full fee, less anything paid by the student or the Student Loans Company will be due.**
- 11.7 All financial advice relating to payment of fees and charges will be made by the College Finance Team, with reference to this policy. No responsibility will be accepted by the College if financial advice or guidance is requested from or given by any other member of College staff.**
- 11.8 The College will refer unpaid accounts to external agencies to pursue payment, and reserves the right to pursue any unpaid debts through the County and/or High Courts if necessary.**
- 11.9 The College reserves the right to prevent any student from enrolling on a course if they have any outstanding unpaid tuition fees.**
- 11.10 Fees may be paid by the following methods, directly to the Finance team at the College's main site:**
- bank transfer or BACS payment directly into the College's bank account;
  - credit or debit card, either in person or over the telephone;
  - cash, in person only up to a limit of £350 (this is in order to mitigate risks with anti-money laundering regulations);
  - By invoice to employer / sponsor (see 11 below);
  - Direct Debit arrangement (not for apprenticeships) – (see 12 below);
  - Advanced Learner Loans (not for apprenticeships) – (see 13 below).



- **20% of the remainder on the last day of January**
- **20% of the remainder on the last day of February**

**134** Students enrolling on a course that does not start in



**147** Students who are late in applying and are intending to pay with a loan and do not have a loan acceptance letter, must pay at least  $\frac{1}{3}$ <sup>rd</sup> of the total fee due at the point of enrollment. They must also sign a direct debit mandate to pay the remainder by instalments, in accordance with the direct de

## **E. REFUND OF TUITION FEES**

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### **15 General Information**

- 151** If a course is closed, or provision is withdrawn by the College then a full refund of all fees paid will be made to all students enrolled on the course at the time of closure. All refunds resulting from closure or withdrawal of provision will be made automatically to students within 28 working days of the withdrawal of provision.
- 152** Where a student, apprentice or the apprentices' employer can demonstrate that their withdrawal from the course has resulted from a failure of the College to deliver what could have been reasonably expected, or is as a result of exceptional personal circumstances, a refund or partial refund of fees due may be authorised. All requests should be made in writing to the Deputy CEO.
- 153** No requests will be considered that are related to a medical or personal issue that existed prior to the student, or apprentice, enrolling onto the course. The College advises all students, or apprentices, to give consideration to their ability to meet the requirements of the course prior to making the commitment to enrol.
- 154** No refund will be paid if the student or apprentice is withdrawn under College disciplinary procedures.
- 155** No other request for refund will be entertained.
- 156** The Corporation of the College will not be liable for the refund of fees to students or any other financial penalty should classes be cancelled due to war, fire, strike, lock-out, industrial action, tempest, accident, civil disturbance, or

**Appendix A**

**Ready Reckoner for Fee Remission**

	<b>Entry Level /Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Full Cost (Part Time) &amp; Leisure Learning</b>
<b>16-18</b>	<b>No fee chargeable</b>	<b>No fee chargeable</b>	<b>No fee chargeable</b>	<b>Not normally eligible, but full fee due if taken</b>
<b>19-23</b>	<p><b>No fee chargeable if needed for progression for a first full level 2 qualification (Not for English or, Maths courses), otherwise Full fee due</b></p> <p><b>ESOL students up to and including L2 no fee if unemployed. Otherwise co-funded unless low wage earner</b></p>	<p><b>No fee chargeable if: First full level 2 qualification* JSA, ESA, Universal credit, with take home pay less than £338 monthly (£541 joint)</b></p> <p><b>Wider benefits or low income*</b></p> <p><b>Maths/English if not already got 4 (C) or higher at GCSE,</b></p>		