

# FEES POLICY 2022-23

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## **Fees Policy 2022/23**

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## **Fees Policy 2022/23**

### **1 Policy objectives**

- 1.1 The purpose of this Policy is to provide information and guidance regarding the course tuition fees and other charges that learners will be expected to pay and any financial support that may be available.
- 1.2 The Policy is consistent with the College's overall fee principles for 2022/23, as follows:
  - tuition fees for adult learners are calculated directly from the Education and Skills Funding Agency (ESFA)/Greater London Authority (GLA) co-funding rate i.e. the fee charged to learners is the amount of public funding income which is foregone as a result of the learner being co-funded or not fully funded
  - fee paying learners will have an additional charge for materials and exam fees based on the actual costs being incurred by the College
  - Level 3 Advanced Learning loans will be set at the maximum amount allowed based on the ESFA/GLA funding rate
  - Commercial course fees to be set to generate a reasonable contribution to College overheads, with consideration being given to prevailing market rates
  - Up to ten fee instalments will be available for student on long courses
  - Fee refunds to be made only where the College is responsible for a course closure or change, or in the event of exceptional student personal circumstances
  - The Principal & Chief Executive to retain discretion on all fee matters to deal with exceptional circumstances
- 1.3 The Policy outlines the arrangements for payment by instalments and refunds.
- 1.4 The Policy is applicable to all College students.
- 1.5 Full details about specific course fees and charges, eligibility for receipt of free course tuition and opportunities for financial support to pay fees can be found in the course information guides available on the College's website [www.waltham.ac.uk](http://www.waltham.ac.uk) or from Student Services on 020 8501 8501 or Room 219 at the College at 707 Forest Road, London, E17 4JB.

### **2 Fees for courses fully or partly funded by funding agencies**

- 2.1 Where courses are funded in full or part by the Education and Skills Funding (ESFA)/Greater London Authority (GLA), Waltham Forest College sets fees in line with published guidance.
- 2.2 The ESFA has the responsibility for securing the provision of reasonable facilities for education and training suitable to the requirements of persons who are 19 and over. The ESFA has delegated this responsibility to the GLA. This includes learners with an identified learning difficulty or disability who have previously had an Education, Health and Care Plan (EHC) plan and have reached the age of 25.

### **3 16-18-year-old learners, and 19-24 learners with a Learning Difficulty Assessment (LDA) or Education Health Care Plan (EHCP)**

- 3.1 The Education and Skills Funding Agency (ESFA) funds United Kingdom (UK) residents outside of the Greater London area and the Greater London Authority (GLA) funds specifically residents of the Greater London area:

- Aged 16 or over but under 19 on 31 August of the academic year of entry to the course
- Who are 19-24 years old and have a Learning Difficulty Assessment (LDA) or an Education, Health and Care Plan (EHCP) with over £6,000 of learning support costs.

3.2 All learners in this category are fully funded by both the Education and Skills Funding Agency (ESFA) and the Greater London Authority (GLA). This means the learner will not pay any tuition, examination or registration fees. On some courses learners will have an option to purchase their own equipment or kits.

3.3 Learners who start on a full time two year course at the College at age 16-18 years and are progressing to the second year of the programme at 19 years will not be required to pay any tuition, examination or registration fees, though there may be charges for some course materials on a limited number of courses.

#### **4 16-18 Bursary Fund**

4.1 Depending on personal circumstances, learners may be able to apply for a bursary to help pay for essential education-related costs such as equipment needed for their course.

4.2 Applications will be considered from learners based on their household income.

#### **5 19+ learners**

5.1 The Education and Skills Funding Agency (ESFA) and Greater London Authority (GLA) funds some courses for learners 19 years old and over. For learners aged 24 and over, only a limited number of courses are funded. For courses that are fundable, learners must be one of the following categories:

- UK nationals and other persons with right of abode
  - Are UK nationals or other person with a right of abode in the UK and
  - Have been ordinarily resident in the UK or British Overseas Territories or Crown Dependencies (Channel Islands and Isle of Man) for at least the previous 3 years on the first day of learning
  - The British Overseas Territories are listed in Annex A
- UK nationals in the European Economic Area (EEA)
  - Are UK nationals and
  - Are living in the EEA on or before 31 December 2020 (or have moved back to the UK immediately after living in the EEA); and
  - have lived in the EEA, Gibraltar or the UK for at least the previous 3 years on the first day of learning and
  - have lived continuously in the EEA, Gibraltar or the UK only between 31 December 2021 and the start of the course and
  - the EEA includes all the countries and territories listed in Annex A.
- EEA nationals in the UK
  - With respect to EEA nationals other than Irish nationals, have obtained either pre-settled or settled status under the European Union (EU) Settlement Scheme and
  - have lived continuously in the EEA, Gibraltar or UK for at least the previous 3 years on the first day of learning
  - the EEA includes all the countries and territories listed in Annex A
- Other non-UK nationals
  - A non-UK national who:

- Has permission granted by the UK government to live in the UK and such permission is not for educational purposes only and
    - Has been ordinarily resident in the UK for at least the previous 3 years on the first day of learning
  - A non-UK national who is also a non-EEA national and:
    - Has obtained pre-settled or settled status under the EU Settlement Scheme and
    - Has been ordinarily resident in the UK for at least the previous 3 years on the first day of learning
  - Has been ordinarily resident in the UK for at least the previous 3 years on the first day of learning
    - Who is not also a UK national, and
    - Has been ordinarily resident in the UK or Ireland for at least the previous 3 years on the first day of learning
- If the learner, who is a family member of the principal, has been ordinarily resident in the UK, EU or EEA for the three years prior to the start of their course, they are eligible for funding
- Any individual with any of the statuses listed below, is eligible to receive funding and is exempt from the three-year residency requirement rule.
  - Refugee Status
  - Discretionary/Exceptional/Indefinite Leave to Enter or Remain
  - Humanitarian Protection
  - Leave Outside the Rules
  - Ukraine Family Scheme
  - Ukraine Sponsorship Scheme (Homes for Ukraine)
  - Afghan Local Engaged Staff under the intimidation policy (formally known as Locally Engaged Staff under the intimidation policy)
  - the husband, wife, civil partner or child of any of the above
  - Section 67 of the Immigration Act 2016 Leave or
  - Calais Leave to Remain

5.2 In relation to the above categories, you must have seen the learner's immigration permission. This would include the biometric residence permit (BRP) and in some cases an accompanying letter from the Home Office

## 6 Fees for 19+ learners

6.1 Please refer to section 3.3 for learners who started on a two-year full-time course at 16-18 years and are progressing to the second year at 19 years.

6.2 Depending on the age of the learner and the type and level of course, the course may or may not be funded by the Education and Skills Funding Agency (ESFA)/Greater London Authority (GLA).

6.3 Courses can be:

6.3.1 **Fully funded** – this means that the learner is eligible to receive free tuition and there will be no tuition fees. Depending on the course, the learner may incur other costs e.g. for personal kits, equipment or books. Eligibility for full funding may reflect the nature of the course or the learner’s individual circumstances as set out in the following paragraphs

6.3.2 **Co-funded** – this means that some of the tuition fees (usually about 40%) will be funded by the ESFA/GLA. Learners will be expected to pay the remainder of the tuition fees and any other charges.

6.3.3 **Funded by Advanced Learning Loans** – For learners aged 19 or over, there is no public funding available for courses at Level 3 or above, with one exception as set out below for learners undertaking their first full Level 3 qualification who receive free tuition.

However, for “relevant Level 3 courses” learners may be able to access a loan from the Student Loans Company (SLC) to pay the tuition fees assuming they meet the eligibility criteria outlined in 5.1 above. A “relevant level 3 course” is an Access to HE Diploma and other Level 3 Diplomas and Certificates

The College is unable to give any financial advice about the loan, however, information on the loans scheme and how to access advice is available from Student Services and the Student Loans Company

6.3.4 **Not funded** – this means there is no public funding available. If learners want to enrol on a “Not funded” course, and/or if they do not meet the criteria set out in paragraph 5.1 to receive public funding, they will need to pay the full cost of the course.

6.4 For funding purposes, we define a learner as unemployed if one or more of the following apply, they:

- receive Jobseeker’s Allowance (JSA), including those receiving National Insurance credits only;
- receive Employment and Support Allowance (ESA);
- receive Universal Credit, and their take-home pay as recorded on their Universal Credit statement (disregarding Universal Credit payments and other benefits) is less than £345 a month (learner is sole adult in their benefit claim) or £552 a month (learner has a joint benefit claim with their partner);
- are released on temporary licence, studying outside a prison environment, and not funded by the Ministry of Justice;

will be able to enrol on many courses in the College without having to pay tuition or examination fees.

6.5 Learners who are unemployed and on other “inactive” state benefits (e.g. Council Tax Benefit, Housing Benefit, Personal Independence Payment, Disabled Person Tax Credit, Income Support, Working Tax Credit, Pension Credit, Unwaged Dependent of Benefit Claimant, ESA (non-work related)) may also be entitled to free tuition if taking a course with the aim of moving into employment and other courses leading to employment. The table below shows whether funding is available or not depending on the age of the learner and the level and type of course.

6.6 Contribution table: The level of contribution funded by ESFA (in respect of learners out of London) is as follows:

<b>Provision</b>	<b>19 to 23 year olds</b>	<b>24+ unemployed</b>	<b>24 + other</b>
English and Maths, up to and including Level 2 (must be delivered as part of the legal entitlement)	Fully Funded	Fully Funded*	Fully Funded*
Essential Digital Skills Qualifications up to and including level 1 (must be delivered as part of the legal entitlement)	Fully Funded*	Fully Funded*	Fully Funded*
Level 2 (excluding Maths and English and Digital)  (First full level 2 must be delivered as part of the legal entitlement quals) Level 2 provision from the local flexibility offer will not be funded for 19-23 year olds who do not have a first full Level 2  For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage or eligible asylum seekers	Fully funded*	Fully Funded*	Co – Funded
Learning aims up to and including level 2, where the learner has already achieved a first full level 2 or above (for those eligible through unemployment, low wages or asylum seeking)  (For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage or eligible asylum seekers).	Fully funded  Co-Funded	Fully Funded*	Co – Funded

<p>Learning to progress to level 2 – up to and including level 1 (Must be delivered as entry or level one provision from local flexibility)</p> <p>Fully funded for those eligible through unemployed or on a low wage or eligible asylum seekers.</p> <p>For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage or eligible asylum seekers</p>	Fully Funded	Fully Funded	Co-Funded
<p>Level 3 (first full level 3 must be delivered as part of the legal entitlement)</p>	Fully funded *	Loan Funded	Loan Funded
<p>Level 3 adult offer (Learners without a full level 3 or above can access a qualification on the Level 3 adult offer qualification list). Learners who already hold a Level 3 or higher and meet the definition of unemployed or who are in receipt of low wage)</p>	Fully funded	Fully funded	Fully funded
<p>Additional level 3 covered under London Recovery Flexibility. (Flexibilities apply to level 3 qualifications in 2021/22 as part of the London Recovery)</p>	Full Funded	Fully Funded	
<p>Additional level 3 not covered under London Recovery Flexibility</p>	Loan funded	Loan funded	Loan funded
<p>English for speakers of other languages (ESOL) up to and including level 2 - (unemployed or on a low wage (earns less than £18,525.00)</p> <p>For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage or eligible asylum seekers</p>	<p>Fully funded</p> <p>Co-Funded</p>	Fully funded	Co - funded



Learning aims up to and including level 2, where the learner has not achieved a first full level 2, or above (For those eligible through unemployed or on a low wage or eligible asylum seekers)  For those who do not meet the definition of unemployed or do not meet the eligibility criteria for low wage or eligible asylum seekers	Fully Funded	Fully Funded	Co Funded
British Sign Language (BSL), up to and including level 2 ***	Fully Funded	Fully Funded	
Eligible learning aims which support the upskilling of teaching or learning support staff to deliver improved specialist provision for learners with SEND	Fully Funded	Fully Funded	
<p>*Must be delivered as one of the English and Maths, Digital entitlement and/or first full level 2 or first full level 3 qualifications required as part of legal entitlements.  *Must be delivered as entry or level 1 provision from local flexibility.  #Excludes flexible element where funding depends on age and level  #16-18-year-old learners must be eligible under ESFA's young people residency requirements.  **Availability of loans at level 3 does not replace the legal entitlement to full funding for learners aged 19 to 23 undertaking their first full level 3.   **Availability of loans at level 3 does not replace the legal entitlement to full funding for learners aged 19 to 23 undertaking their first full level 3.  +Low wage flexibility may apply. (Gross annual income under £21,547.50)  ***GLA will fully fund this provision.</p>			

## Notes

- Age is based on start date, NOT on 31 August.
- Funding for Level 3 and Level 4 Programmes 'Not Funded' may be available through Advanced Learning Loans
- Codes used in the tables above:

**Full level 2** – this is a qualification that is the equivalent of 5 GCSEs at grade C or higher

**Full level 3** – this is a qualification that is the equivalent of 2 'A' levels, or a BTEC National, or an NVQ level 3 (or some other level 3 qualifications)

## 7 Financial help for 19+ learners

- 7.1 The Education and Skills Funding Agency (ESFA) allocates limited sums of money to the College each year in the form of the Learner Support Fund (LSF) and the Advanced

Learning Loans Bursary to help disadvantaged learners with costs associated with further education. This may include help with course fees, childcare, transport costs, trips and equipment.

- 7.2 To be eligible for this fund learners must:
- Be aged 19 or over on 31 August in the academic year of entry
  - Have a household income below £25,000
  - Meet the residency criteria outlined in 5.1 above
  - Be studying on an eligible course

For courses level 2 or below, 40 per cent of the 19+ hardship allocation can be used to support tuition fee if household income below £25,000. The allocation funding may be increased depending on individual circumstances. ESOL learners undertaking Entry or Level 1 provision will receive up to 100 per cent off course fees if household income below £28,000 and for Level 2 course household income is set between £16,500 - £28,000 to receive 50 per cent support. Income below £16,500 will receive 100 per cent off course fees. Learners will need to complete a self-declaration form.

- 7.3 To apply for support from either of these funds, learners will be required to provide proof of household income. Full details of how to apply are available from Learner Services on 020 8501 8501 or Room 219 at the College at 707 Forest Road, London, E17 4JB. As funds are limited, even if the learner meets the criteria for funding there is no guarantee that funds will be available to support them.

## **8 Full cost recovery (commercial) courses and bespoke courses for employers**

- 8.1 There is no funding or financial support available on these courses and learners enrolling will need to pay all fees and charges. Learners can arrange payment by instalments on some commercial courses (see Section 11 below).
- 8.2 This policy will apply to the Colleges' HND & HNC full cost courses and Fees.

## **9 Instalment payments for courses (other than full cost recovery and for employers)**

- 9.1 Instalment payments are available on courses of more than one term. There are no instalment payments available on "short" courses of one term or less.
- 9.2 Instalment payments are available to learners on courses where fees are over £100.
- 9.3 Learners can arrange to pay course fees in instalments by direct debit.
- 9.4 For payment by instalments, learners on a 3-term course costing below £2,000 can be offered up to 5 equal instalments. Courses over the value of £2,000 can be offered up to 10 equal instalments. For termly courses, fees for semester 1, must be paid by December and fees for semester 2 by May. The first instalments in all cases must be paid at the point of enrolment.
- 9.5 Learners requesting payment by instalments will need to bring with them cash or a credit/debit card to make the first payment together with their bank account details to set up a direct debit for the remaining payments.
- 9.6 The College may allow payment in more than five instalments at its discretion in circumstances of a learner's proven personal financial hardship and if the learner has exhausted all other reasonable methods of paying their fees.

## **10 Refunds**

10.1 The College reserves the right to cancel any course where there are insufficient student enrolments recruitment to make the course viable.

10.2 Full refunds of any fees or other charges will be made where:

- The course is not, in the event, offered by the College in the current academic year
- The course is cancelled by the College for whatever reason
- There is a significant change in the published arrangements for the course
- The learner is offered a provisional place or conditional offer and, in the event, does not meet the specified conditions for entry

NB A refund for consumable items will only be considered if the learner has not received the consumable item.

10.3 Fees are normally only refunded for the reasons stated above. Refunds are not normally given if a learner decides to stop attending the course, unless there are exceptional personal circumstances, e.g. where a learner has a medical condition or illness that prevents them from continuing the course. In this case, the learner would be expected to provide a medical certificate certifying this is the case before a refund is agreed. Any request for a refund arising from a learner's personal circumstances and not covered by paragraph 12.2 will be at the discretion of the Principal and Chief Executive or their delegated senior manager.

10.4 In any circumstances not covered under paragraph 12.2 only a proportion of the fee will be refunded based on the number of classes and/or hours which the learner has attended. In addition, the cost of any exam fees which the College has paid to awarding bodies plus an administrative fee may be deducted from any refund due.

10.5 Learners applying for a refund will be required to complete an "Application for Refund of Fees" form available from Student Services on 020 8501 8501 or Room 219, or the Finance Counter outside Room 216 at the College at 707 Forest Road, London, E17 4JB.

10.6 All applications for refunds must be made to the College within 6 weeks of the learner's last date of attending their course at the College. Applications received outside of this time will not be considered.

## **11 Non-payment of fees and other charges**

11.1 All relevant fees and charges are payable at the time of enrolment, unless the learner is paying by instalments, in which case the agreed first payment will be paid at the time of enrolment.

11.2 If a learner defaults on an instalment payment an additional administration fee may be charged each time a payment is missed. Learners who are having difficulty meeting the payment deadline should discuss their situation with the Finance Department in Room 216 at the College at 707 Forest Road, London, E17 4JB at least 2 weeks in advance of the next instalment collection.

11.3 If a learner fails to pay their fees and other charges in full, the College reserves the right to withdraw/suspend the learner from the course and this will prevent the learner from successfully completing their learning.

11.4 The College reserves the right to refuse to re-enrol any learner in future years if any outstanding debt still exists.

- 11.5 If a learner withdraws early from a programme and does not meet one of the refund categories above, the College will actively pursue the learner for any unpaid fees and/or charges.
- 11.6 If a learner withdraws early from a programme supported by a loan from the Student Loans Company (and does not meet the criteria for a refund identified in section 3.3 above) the learner will be liable to pay any fees or other charges remaining for their course to the College.
- 11.7 The College employs a debt collecting agency to assist in the collection of any outstanding debts including tuition fee debts.

## **12 Disclaimer**

- 12.1 The College reserves the right to amend the information set out in this Policy.
- 12.2 Whilst every effort has been made to ensure the information in this Policy is correct at the time of publication, funding agencies may alter arrangements at short notice and this may result in additional fees and charges being incurred by the learner.

## RESIDENCE ELIGIBILITY FOR 19+ LEARNERS FUNDING PURPOSES

### 1. Countries in the European Economic Area (EEA) include EU member countries being:

Austria	Italy
Belgium	Latvia
Bulgaria	Lithuania
Croatia	Luxembourg
Cyprus	Malta
Czech	Netherlands
Denmark	Poland
Estonia	Portugal
Finland	Romania
France	Slovakia
Germany	Slovenia
Greece	Spain
Hungary	Sweden
Ireland	

### 2. Other territories categorised as being within the European Union.

Other territories are categorised as being within the European Union for the purposes of the fees regulations; these are:

- Cyprus: any Cypriot national living on any part of the island qualifies for EU residency and is considered an EU national;
- Finland: includes the Aland Islands;
- France: the French Overseas Department (DOMS) (Guadeloupe, Martinique, French Guiana (Guyana), Reunion and Saint-Pierre et Miquelon) is part of metropolitan France and is part of the EU;
- Germany: includes the former German Democratic Republic and the tax-free port of Heligoland;
- Portugal: Madeira and the Azores are part of the EU; Macau is not;
- Spain: the Balearic Islands, the Canary Islands, Ceuta and Melilla are part of the EU; and
- United Kingdom: Gibraltar is part of the territory of the EU.
- To note: The Channel Islands and Isle of Man are part of the United Kingdom and Islands but not part of the EU.
- Andorra, Monaco, San Marino and the Vatican are not part of the EU.

### 3. EEA and eligible overseas dependent territories.

For funding eligibility purposes, this is defined as all member states of the EU and Iceland, Liechtenstein, Switzerland, Norway and all the eligible British overseas territories and EU overseas territories listed in paragraph 4 of this Annex.

Although Switzerland is not part of the formally recognised EEA, its nationals are eligible under various international treaties signed by the UK and Swiss governments.

### 4. Eligible overseas territories of other British and EU member states.

4.1 Learners who are nationals of certain British Overseas Territories and of certain European overseas territories are eligible for funding,

depending on the three-year rule on residence in the EEA. These are as follows:

- Anguilla;
- Bermuda;
- British Antarctic Territory;
- British Indian Ocean Territory;
- British Virgin Islands;
- Cayman Islands;
- Falkland Islands;
- Henderson Island;
- Montserrat;
- Pitcairn, Ducie and Oeno Islands;
- South Georgia and the South Sandwich Isles;
- St Helena and its dependencies;
- Turks and Caicos Islands;
- Greenland and Faroe Isles;
- Antilles (Bonaire, Curaçao, Saba, St Eustatius and St Maarten) Aruba
- New Caledonia and its dependencies;
- French Polynesia;
- Saint Barthélemy;
- The Territory of Wallis and Futuna Islands;
- Mayotte; and
- French Southern and Antarctic Territories