

Policy Title		Fees Policy
Author/Responsible Manager	Vice Principal in Data, Funding and Information	
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Risk Assessment (please note here any identified risks of non-compliance with the policy)	Failure to collect fees in line with the agreed policy could result in loss of income or mismanagement of the processes	

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Equality Impact Assessment				
Characteristic	No impact	Positive impact	Negative impact	Evidence
Race	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ref to Student Services & Learner Services support
Gender	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pregnancy/Maternity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Religion/belief	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual orientation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Age	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gender reassignment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marriage & civil partnership	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Carried out by: C Drury				

Actions required:

Action	Date	Reviewed by	Date

1. Introduction

This policy identifies the overall College processes for collection of fees. Rates for different types of provision and different learners identified in the funding table that will be updated to reflect any changes as they occur. This policy applies to the collection of fees for courses and sundry items applicable to a course. It ensures that:

- fees are levied appropriately and consistently.
- that the College complies with Education Skills Funding Agency (ESFA), the European Social Fund (ESF), the UK Research and Innovation and Office for Students guidance on charging fees.

This policy applies to all stakeholders liable to pay fees and to those learners who are eligible for fee remission.

The Principal is responsible for ensuring that the policy is implemented under delegated responsibility from Kendal College Corporation. The Vice Principal in Data, Funding and Information and the Director of Finance and Resources are responsible for ensuring that this policy is up to date and complies with relevant legislation and College policy. The Assistant Principal in Data, Funding and Information is responsible for providing information from funding bodies that influences the College fee setting rates and for ensuring that the policy is updated in a timely manner to reflect funding changes as they arise. It is the responsibility of all staff to ensure this policy is followed and fee income collected.

2. Policy Statement

There is an expectation that all learners and/or their employers will pay all applicable fees prior to starting their course or have in place an agreed payment plan unless they meet free fee eligibility criteria. Kendal College sets full and part-time course fees considering the guidance given by the Education Skills Funding Agency (ESFA), the European Social Fund (ESF), the UK Research and Innovation and Office for Students (OfS) and partner universities.

3. Procedure

1) Definitions

- a. Full Time FE Learners: A learner is classified as a full time learner where they are enrolled on a programme identified as Full Time on the Curriculum Plan (Type of Provision = 'FT'). These courses are of a minimum of 580 hrs in duration.
- b. Part Time FE Learners: An FE learner enrolled on a programme of under 580 guided learning hours in the academic year.

2) Fee Remission

Colleges are fully funded for all 16-18 year olds and for those aged 19-24 who have Education and Health Care (EHC) plans, with support from the home local authority for students with high needs. Colleges must not charge tuition fees for these young people. Further information on funding can be found on the gov.uk website. Learners aged 16 -18 years, in full-time education at another institution e.g. sixth form are not funded and full cost fees will apply.

Individuals, aged between 19 and 23 years studying qualifications defined within the legal entitlement that are a first full level 2 or a first full level 3 are entitled to fee remission, both classroom based and in the workplace.

Learners aged 19-23 year old with a prior attainment less than Level 2 are not entitled to funding for a Level 2 qualification that is not a Full Level 2 – a Full-Cost rate would need to be established with CIS.

Learners aged 19 years and older who are unemployed and in receipt of one the following benefits:

- Job Seekers Allowance, including those on National Insurance Credit
- Employment and Support Allowance (ESA)
- Universal Credit, and their earned income from employment (disregarding benefits) is less than £617 a month (learner is sole adult in their benefit claim) or £988 a month (learner has a joint benefit claim with their partner).

are entitled to full fee remission for courses up to and including a full level 2.

The College may use its discretion to fully fund other learners if both of the following apply.

- The learner receives other state benefits and their earned income (disregarding benefits) is less than £617 a month (learner is sole adult in their benefit claim) or £988 a month (learner has a joint benefit claim with their partner), and
- wants to be employed, or progress into more sustainable employment, and their earned income (disregarding benefits) is less than £617 a month (learner is sole adult in their benefit claim) or £988 a month (learner has a joint benefit claim with their partner), and you satisfied identified learning is directly relevant to their employment prospects and the local labour market need

Note: We will update the universal credit thresholds to align to any revisions made by the Department for Work and Pensions (DWP).

Learners in receipt of low wage, who are employed, or self-employed, and would normally be co-funded for provision, up to and including level 2 and earns less than £20,319 annual gross salary

In April 2021 the government introduced a National Skills Fund offer. This has now been renamed the Level 3 Free Courses for Jobs offer. This is a targeted level 3 adult offer, developed to support adults without an existing full level 3 qualification and, from 1 April 2022, adults who meet the definition of 'low wage' or 'unemployed'.

The offer allows:

Eligible adults aged 24+ can now access fully-funded level 3 provision from the list of level 3 free courses for jobs qualifications available via a DfE list of qualifications approved for funding – see Appendix 5

additional level 3 qualifications for 19 to 23-year-olds that are not included in the legal entitlements

the ability for eligible learners to take one short qualification without exhausting their eligibility. We expect this flexibility to be used where a learner could benefit from a more substantial qualification once they have completed a short qualification

Full fee remission is also available for learners to study GCSE Maths and/or English language who have not previously achieved an GCSE A* - C grade, or for learners studying a Functional Skill qualification in Maths and/or English at entry level, level 1 or 2, where the level they are studying is above that at which they have been assessed.

The College is able to recover this full amount from the ESFA. As a general rule the full course funding is made up of 50% tuition fee and 50% course funding from the ESFA.

Learners must complete and sign the relevant sections of the declaration form at Appendix 3.

3) Learner Status

a. Home Learner:

Learners who meet the 3-year residency requirement ie having lived in the United Kingdom or European Economic Area (EEA) for 3 years prior to commencement of their programme or as the spouse of a person with settled status, who has been both married, and resident in the UK for one year.

Learners with a home postcode in Scotland, Wales or Northern Ireland are not entitled to AEB funding through the College and would have to be funded on a Full-Cost basis

b. Overseas Learners (non-EU):

An overseas learner is a learner who does not satisfy the 3-year residency requirement and it is lawful under the Education (Fees and Awards) Regulations 1983 to charge a higher fee. These learners do not attract funding and will be charged full cost fees for the course. The College does not hold a licence to enrol overseas learners who have not already entered the country through UK Border Agency regulations.

c. European Community Learner:

European Community nationals and European Economic Area migrant workers are considered to be members of the home population of England (Home Learner). All EU learners must satisfy the stipulated UK Border Agency Regulations (Romanian/Bulgarian) (Appendix 1). – learner eligibility is complex and covered in the: *ESFA funded adult education budget (AEB): funding rules 2023 to 2024* Individual cases are dealt with within Student Services and CIS, reference to EU, EEA and eligible overseas dependent territories is made in Appendix 1.

d. Devolved Area Learners:

Any learners that enrol with a home postcode in any of the following regions, are not entitled to AEB funding through the College and would have to be funded on a Full-Cost basis:

- Greater Manchester
- Liverpool City Region
- West Midlands
- West of England
- Tees Valley
- Cambridgeshire and Peterborough
- Greater London Authority
- North of Tyne
- South Yorkshire
- West Yorkshire

4) Advanced Learning Loans

With the exception of advanced-level or higher Apprenticeships, the Education Skills Funding Agency no longer fund learning for learners aged 19 and over, at levels 3 to 6. For learners meeting the criteria, course costs are decided on an individual basis, details of which can be found under the relevant course information at <http://www.kendal.ac.uk/>

Learners can apply to The Student Loan Company (SLC) for an Advanced Learning Loan to pay all or part of their fees, including up to 4 A Levels. This is subject to a minimum amount of £300, and a maximum amount that is equal to the funding rates in the Learning Aims Reference Service. Where the course fee exceeds the Learning Aims Reference Service rate the learner will be expected to fund the difference.

Approval by the SLC for an Advanced Learning Loan must take place within 4 weeks of application. If approval has not been authorised within this timeframe, the student will be liable for full payment of fees and must confirm payments with the College. If payments do not occur after the 4-week period, the student will be unable to continue with their studies until payments begin. There may be the opportunity to include the cost of their kit provided the total fee charged does not exceed the Learning Aims Reference Service.

Further Information for Students is available at:
<https://www.gov.uk/advancedlearningloans>

Independent Financial Advice is available at:
www.moneyservice.org.uk

Qualifications and careers information is available at:
www.nationalcareersservice.direct.gov.uk or helpline: 0800 100 900

5) Payment of Fees

In order to enrol, learners must show that satisfactory arrangements are in place for the settlement of tuition and exam fees. Payment options for learners who are paying their own fees are as follows:

Fees under £200 or duration of course less than 15 weeks:

- Payment in full by cash, cheque or credit or debit card; or
- Documentary evidence that fees will be paid by a recognised sponsor (i.e. an official letter from funding agency/sponsor*)

Fees over £200 and duration of course 15 weeks or over:

- Payment in full by cash, cheque or credit or debit card; or
- Two instalment payments as follows:
 - 50% on enrolment by cash, cheque or debit or credit card
 - 50% by direct debit on date specified at enrolment; or
- Three instalment payments as follows:
 - 40% on enrolment by cash, cheque or debit or credit card
 - 30% by direct debit on date specified at enrolment
 - 30% by direct debit on date specified at enrolment;
- For courses over £999
 - 25% on enrolment by cash, cheque or debit or credit card
 - 3 equal instalments of the remainder

The final direct debit instalment must be collected at least one month prior to the end of the course

Direct Debit collection dates 5th November, 5th February, 5th March, 5th April and 5th May

A system generated receipt will be provided upon enrolment and this will be checked through the unpaid fees report. Any learners who are not on the register should be added by the course tutor and sent to Student Services to enrol.

A member of senior management or the Finance Manager may approve the waiving of the £200 limit in exceptional circumstances.

The above arrangements apply to all full-time, part-time, class-room based, and full-cost/commercial courses.

Where employers are sponsoring the training

- Documentary evidence that fees will be paid by a recognised sponsor (e.g. an official letter from funding agency/sponsor*)
- Payments are not normally available by instalment for sponsored students, however for larger sums, a payment schedule may be negotiated with the relevant Directorate.

*See page 6 for employer/sponsor payment options.

- Employer paid invoice, for part of or all the course fee

Student Finance and Advanced Loans

Student Finance applications will be monitored by Student Services and if unsuccessful, or the awarded amount does not cover the full fee amount, the learner will be contacted and requested to set up payment arrangements as above.

6) Learners of Compulsory School Age

Electively Home Educated Students aged 14-16 (year 10 and 11) are fully funded for programmes for study for part-time courses under 580 hours. 14-16 years olds are not funded for full-time programmes and not accepted as full-time students. Transfer from a school for year 10 and 11 students cannot be accepted and applications can only be made for those designated as Home Educated. The responsibility for any year 10/11 students remains with the parent and should the student withdraw from their course the College does not have any responsibility for finding alternative education. Acceptance is subject to learners undertaking guidance and confirmation that the course is appropriate, this is unlikely for learners in year 10. Approval in all cases will be made by the relevant Director, or the Principal.

7) Specialist Schools

Fees for learners from specialist schools are payable by the learner's school; for full study programmes 2023/24 is £9,250 excluding learner support rates (which will be agreed separately). Individual agreements are established for each school and fees collected via invoice.

8) Employer/Sponsor Organisation Payment Options

In order for an employer/organisation to be invoiced for a learner's tuition fees, an email confirmation from someone who has the authority to confirm that they agree to pay the fees should be attached to the enrolment form. Alternatively, an official letter on company headed paper signed by the employer would be accepted as proof from the employer/sponsor.

If satisfactory evidence is not provided during enrolment, the College will consider the learner to be responsible for the fees and immediate payment arrangements must be put in place as above.

Sales invoices must be paid within 30 days of receipt by BACs or cheque. Alternatively, payment can be made by credit or debit card either by visiting or telephoning Student Services.

Refunds to employers will be issued in line with the refunds policy detailed on page 8. The College will not provide a refund to the employer in the event that the learner leaves employment during the course; by agreeing to pay the learner's fees it is the responsibility of the employer to recover fees from the learner in line with their own policies and procedures.

Apprentices Fees – funded by Co-Investment

Employers' fees will be negotiated and confirmed during the Apprentice sign-up. A comprehensive skills scan will be undertaken by all apprentices (Framework and Standard) to establish their starting point, that may result in potential reductions in the negotiated fee.

Senior managers dealing with Apprentices including CIS Co-ordinator, can only approve negotiated fees. The Employer contribution is 5% of the negotiated fee.

Where more than 1 Apprentice starts with the same Employer, the following payment options apply:

1 or 2 Apprentices, invoiced in full, payment due in 30 days by BACS or cheque

3 or more Apprentices, invoicing split 50% on enrolment and 50% two months after the initial invoice, payment expected in 30 days by BACS or cheque

- For 3 or more Apprentices, payment can be also be made by direct debit:
- Two instalment payments as follows:
 - 50% on enrolment by cash, cheque or debit or credit card
 - 50% by direct debit on date specified at sign-up; or

Payment dates will be in line with those offered for learners paying their own fees, with an addition of 5th July and 5th September.

Apprentices Fees – Levy Payer

Employers' fees will be negotiated and confirmed during the Apprentice sign-up. Payment terms and conditions will be detailed in the Training Services Contract between the Employer and Kendal College.

Apprentices – Fully Funded

The government will fund all of the apprenticeship training costs, up to the maximum value of the funding band for the apprenticeship, for employers employing fewer than 50 people, in the 365 days before the apprentice was recruited, if on the first day of the apprenticeship, the apprentice is:

- aged between 16 and 18 years old (or 15 years old if the apprentice's 16th birthday is between the last Friday of June and 31st August)
- aged between 19 and 24 years old and either has:
 - an EHC plan provided by their local authority
 - or has been in the care of their local authority.

English and maths, if required for the framework or standard are fully funded by the government.

9) Remission

The Principal may exercise a discretionary power to award a fee waiver that benefits the College business. The use of this discretionary power must be recorded on the discretionary fee proforma or minuted (Appendix 2).

Staff must not under any circumstance offer or grant fee waiver.

The process for the administration of the Fee Waiver Refund form is detailed in Appendix 3.

10) Reduction in Fees Due to Recognition of Prior Learning

Learners may qualify for a reduction in tuition fee costs where they have already achieved an element of the qualification or transferable credits for QCF qualifications on the Qualification and Credit Framework (QCF). These must be referred to the Assistant Principal in (Data, Funding and Information). A reduction of fee will be applied, apportioned based on credits fully completed e.g. 3 completed credits of 9 credit qualification in total, the fee is set at 66% of the original fee, unless the student wishes to refresh those skills, the full fee will apply. The funding received from the ESFA will in both cases be reduced using the funding adjustment for prior learning field, by the percentage of learning and assessment that the learner does not need.

11) Learning Support

For learners with additional learning needs attended funded courses or supported by a loan and assessment will made of the learning needs at the commencement of their programme, and suitable learning support provided.

For learners with additional needs wishing to attend full cost courses (where no public funding is available for Learning support) the learner will need to discuss with the Learning Services Manager to ascertain what support may be available and where there is the possibility to purchase any additional support.

12) Additional Fees

The College can charge 16-18 full and part-time learners for optional activities wholly or mainly outside the agreed learning programme.

Additional qualifications, outside the full-time learning programme will be reviewed for appropriateness by the relevant Director and a voluntary contribution may be requested, this will be up to 25% of the Adult fee for course costs >£100, full fee to be paid for course costs <£100.

The College reserves the right to request payment in full where a learner subsequently withdraws without acceptable reason as judged by the relevant Director.

The College reserves the right to charge for exams and resits, including invigilation and any exam concessions and re-sits where:

- The learner does not turn up for an exam for which the College has paid, without prior agreement
- The learner is retaking an exam having failed more than once (first re-sit is free of charge)
- The learner is retaking an exam with the aim of achieving a marginal improvement in grades

The College will charge learners who fail to attend an examination or assessment, without good reason, the cost of the examination plus an administration fee of £30.

13) Staff Accessing Courses

Staff are eligible for free tuition fees on FE courses, subject to completion of an enrolment form, with the exception of teaching qualifications. The course must be studied outside of normal working hours. All awarding body and related consumable costs, where applicable as detailed in the curriculum plan, remain payable by the staff member, except where the course has been approved as continuing professional development (CPD). CPD is only available where the course is relevant to the job role. Application for CPD must be made to the Director of Learner Experience and Quality on the relevant form, and the evidence of approval MUST be attached to the enrolment form. Fees will become payable if the staff member withdraws from the course or does not achieve without a valid reason. Please note a staff member does not contribute to the overall course numbers where critical to the course running or not and a place is only available where maximum numbers have not been reached.

If the member of staff leaves within a year of completing the course they may be liable to 100% of the tuition fee, or 50% if they leave within 2 years of completing the course.

Applications for higher education courses /UCLan Partnership/Franchised must be processed through CPD. Staff enrolling on UCLan Partnership/Franchised courses may be entitled to 50% discount by UCLan. Kendal College may also contribute through assessment of staff development.

Professional Qualifications funded by the college through CPD

Where a staff member leaves the college within 1 year of completion of the course they will be required to pay 100% of the fees and within 2 years of completion of the course they will be required to pay 50% of the fees.

14) Failure to Pay Fees

Non-payment of fees may result in the learner losing access to College facilities and resources (e.g. computer and Learning Centre services) or could result in the learner being removed from the course until the outstanding debts are settled. All outstanding fees will be subject to debt recovery processes which may involve a third party organisation and may result in debt recovery costs being added to the debt.

Direct debit agreements cancelled by the learner without prior notice will result in full, outstanding fees becoming payable immediately. The College reserves the right to charge a £15 dishonour fee for cancelled or failed direct debits.

Enrolment on a course will be refused where there are outstanding fees relating to previous enrolments or academic years. Learners will have waived their right to pay by Direct Debit and all fees must be paid in full on enrolment.

Kit and Equipment costs – if a student withdraws in the first term they will have the option of fully returning the kit or paying the full cost of the kit/equipment, this includes students whom have paid for the kit/equipment through bursary payments.

Students who fail to return laptops and IT equipment provided by the College when they leave or complete will be invoiced for the cost of the IT equipment.

15) GCE A Levels

Approval from the relevant Head of Faculty must be sought for learners wishing to study an A Level alongside a full-time vocational qualification. Where a learner withdraws after 6 weeks of the programme or fails to attend examinations without mitigation the tuition and registration fee will be charged.

16) Refunds and Fee Waivers

A refund or waiver of remaining instalment payments will be applicable in the following circumstances:

- The class is cancelled by the College.
- The class day or time is changed which prevents learner attendance.
- Where a learner has paid a fee but is entitled to remission (awarding body costs may still apply).
- For courses with a duration of **5 weeks or less** - the learner withdraws/ cancels and provides written notice by email or letter at least 10 working days prior to the course start date (see below for Cancellations and Withdrawals Policy for short courses).
- Where a learner transfers from one course to another, the difference in course fees will be refunded/waived where applicable. The learner will pay the difference should there be a higher fee.
- Where a formal complaint has been upheld in relation to the quality of the course and agreed with the Principal-

Refunds will be processed within 14 working days of receipt of the payment voucher by the Finance Department.

Exceptional circumstances: Refunds/fee waivers outside the above criteria will only be made at the discretion of the Principal and this will only be under exceptional circumstances. Requests outside of the above criteria must be submitted to the Finance Department via an official Refund/Fee Waiver Request form (Appendix 2).

The College cannot accept responsibility for changes in learner circumstances brought about by employers, illness etc. Any claims for refunds/fee waivers in these cases will be individually assessed by the Principal whose decision is final.

The process for the administration of the Fee Waiver Refund form is detailed in Appendix 4.

17) Kendal College Bus Passes

Kendal College Bus Passes

Annual and termly bus passes, Monday – Friday during term-time, are available.

Payments can be made in the following ways:

- Online – www.kendal.ac.uk/transport (In full or a deposit)
- If paying with a deposit, this will be followed by two direct debit instalments.
- In cash at our Milnthorpe Road Campus or via cheque (made out to 'Kendal College')
- Through the Bursary Funds – for low income households who are in financial hardship.

18) Car Parking Permit

There is a charge of £1.00 for car parking, adding additional cars or where a replacement car parking permit is requested. Where a new car parking permit is required due to a change of vehicle, these will be issued free of charge.

Parking in relation to the Westmorland campus is currently being reviewed and an update will be made to this section in-year to reflect this.

19) Withdrawals

1. Cancellation/Withdrawal from Short Courses (under 2 weeks): Cancellations, withdrawals and transfers will be accepted up to 10 working days before the start date of the course. Transfer to an alternative course is only available if currently advertised and within the academic calendar. All cancellations, withdrawals and requests for transfers must be made in writing by post to the College's main site address, by email – to Student Services

Employers may substitute delegates prior to the start of the course; however additional awarding body/registration fees may apply.

All cancellations requested by the learner or employer may incur a £30 administration fee, which will be deducted from any refund due.

The College reserves the right to amend or cancel courses/events at short notice for reasons beyond its control. In the event of any course being cancelled by the College, liability is limited to the individual delegate fees paid, unless a complaint, made via the official Complaints procedure, is upheld.

2. Withdrawal – 19+ Adult Learner (courses 2-20 weeks duration)

Learners will be subject to the following payment commitment.

- Withdrawal prior to the mid-point of the course – a pro-rata fee will be applied for fee paying students based on the number of weeks attended and an administration fee of £30.
- Withdrawal after mid-point of the course, then full fee will be due and learner will not be eligible for a refund.
- Withdrawal after the first term end: no refund and full fees are charged.

The College reserves the right to amend or cancel courses/events at short notice for reasons beyond its control. In the event of any course being cancelled by the College, liability is limited to the individual delegate fees paid, unless a complaint, made via the official Complaints procedure, is upheld.

3. Withdrawal from long courses (over 20 weeks) & Higher Education Courses

Higher Education courses delivered in partnership with another education provider and all directly funded Higher Education (validated provision)

Where a learner withdraws prior to, or within 3 weeks, of the course start date, a pro rata refund/fee waiver will be made based on actual attendance.

College year is split into 3 terms as follows:

- Sept to Christmas (Term 1);
- Jan to Easter (Term 2);
- April to June (Term 3)

Where a learner withdraws after 4 weeks or more and:

- During term one 25% tuition charged
- During term two 50% tuition charged
- During term three 100% tuition charged

4. Withdrawal from Courses funded by Advanced Learning loans

Learners will be subject to the same repayment schedule as outlined in 2 above, but will be personally invoiced for outstanding fees as these cannot be added to their Advanced Learning loan.

5. Suspended Learning

Where a learner suspends their course, they will be subject to the same fee requirements as described in 4 above and on return they will then pay the balance of the fee as stated at the beginning of their programme.

6. Additional Fees

Workshop and material fees will be refunded at the discretion of the relevant Head of Faculty.

20) Apprentices

1. In accordance with government funding rules, students studying an apprenticeship will not be charged any tuition, examination or registration fees, the employer is responsible for the full cost of learning not covered by government funding.
2. An employer can use their Levy Fund to cover the full cost of learning. In the event that there are insufficient funds in the Levy Fund to meet the cost of learning they will have to pay a contribution of 5% of the total cost of learning ('co-investment').
3. An employer who does not have a Levy Fund is required to contribute to the cost of learning for apprentices aged 19 and over and aged 16-18 if they have more than 50 employees. (co-investment).
4. Prior to learning commencing there will be a contract in place between the College and Employer that includes the total cost of learning, the amounts payable by the employer and payment method and terms.
5. If at any point during or after learning has ended, an apprenticeship is deemed to not be eligible for government funding or such funding is withdrawn, the employer will be liable for the cost of the learning as detailed in the contract.

6. Where an apprentice attracts additional government funding in the form of an 'incentive payment', the College will make the payment to the Employer within 30 working days of receiving the funds from the ESFA. The employer is responsible for the reimbursement of any incentive payments made in error, or where they or the student was or becomes ineligible for them.
7. Where an Apprentice changes employer, leaves learning or is made redundant the funding will cease with effect from the date of the event. It is the employer's responsibility to ensure that no further payments over the pro-rated cost are made to the college from their Digital Account
8. Where the cost of an apprenticeship exceeds the maximum funding band or the cost of the EPA is greater than 20% of the maximum funding band, the Employer will be charged for the additional cost.
9. The College reserves the right to charge a student and/or Employer for the cost of resitting an examination or re-taking an End Point Assessment (EPA) including a £10 administration fee. This includes situations where a student has not presented themselves for examination and/or EPA and there has been a cost to the College.
10. The College reserves the right to charge an Employer for the cost of EPA if the student doesn't attempt the end point assessment having reached the trigger point (i.e. all elements of the programme are achieved except the EPA). This cost will be 20% of the Training Price agreed at the commencement of the programme.

20) Failure to Pay

The College will use appropriate debt recovery procedures where students breach the terms of an instalment agreement or an employer or sponsor liable for the fees fails to pay.

The College may exclude such students from the College and will not allow the student to complete or enrol on other courses (including in future years) until the debt is cleared. The Student disciplinary process will be enacted prior to exclusion from College for non-payment of fees.

5. Reference to other policies

Complaints Policy

Course Cancellation Policy

Staff CPD Policy

6. Documentation

Appendix 1 EU, EEA and eligible overseas dependent territories

Appendix 2 Application for Fee Waiver/Refund

Appendix 3 Declaration for Fee Remission/Full Funding (see associated word document)

Appendix 4 Process for Administration of the Application for Fee Waiver/Refund Form Diagram

This Annex sets out the countries falling within the below categories as referenced in the [residency eligibility](#) section.

British Overseas Territories

- Anguilla
- Bermuda
- British Antarctic Territory
- British Indian Ocean Territory
- British Virgin Islands
- Cayman Islands
- Falkland Islands
- Gibraltar
- Montserrat
- Pitcairn, Henderson Island, Ducie and Oeno Islands
- South Georgia and the South Sandwich Isles
- St Helena and its dependencies (Ascension and Tristan da Cunha)
- Turks and Caicos Islands

EEA

The EEA comprises of the following countries:

- All Member States of the European Union

You can access a list of member states on the [EU website](#).

- with respect to EEA nationality, note that any Cypriot national living on any part of the island qualifies for EU residency and is considered an EU national.
- Iceland
- Lichtenstein
- Norway

The table below lists territories that are categorised as being within the EU and or territories that are categorised as being part of the listed countries such that they satisfy our residency requirements for the purposes of the AEB funding rules.

Denmark	The following is part of Denmark: Greenland, Faroe Islands
Finland	The following is part of Finland and the EU: Aland islands
France	The following is part of France and the EU: the French Overseas Department (DOMS) (Guadeloupe, Martinique, French Guiana (Guyana), Reunion and Saint-Pierre et Miquelon) The following is part of France: New Caledonia and its dependencies, French Polynesia, Saint Barthélemy
Germany	The following is part of Germany and the EU: Tax-free port of Heligoland
Netherlands	The following is part of the Netherlands: Antilles (Bonaire, Curacao, Saba, St Eustatius and St Maarten), Aruba
Portugal	The following is part of Portugal and the EU: Madeira, The Azores
Spain	The following is part of Spain and the EU: the Balearic Islands, the Canary Islands, Ceuta, Melilla

Application for Fee Waiver/Refund

V1-110619

Refunds/Waivers of Remaining Instalment Payments– Terms & Conditions

A refund or waiver of remaining instalment payments will be applicable in the following circumstances:

- The class is cancelled by the College.
- The class day or time is changed which prevents learner attendance.
- Where a learner has paid a fee but is entitled to remission (awarding body costs may still apply).
- For courses with a duration of **under 2 weeks** -the learner withdraws/cancels and provides written notice by email or letter at least 10 working days prior to the course start date.
- Where a learner transfers from one course to another, the difference in course fees will be refunded/waivered where applicable. The learner will pay the difference should there be a higher fee.
- Where a complaint has been upheld in relation to the quality of the course.
- For Adult learners, refunds/fees will be applied as follows:

For courses 2-20 weeks in duration:

Where a learner withdraws prior to the midpoint of their course, a pro-rata refund/fee waiver will be made based on actual attendance and a £30 Admin fees charged.

For courses over 20 weeks in duration:

- | | |
|-------------------------------------|----------------------|
| • Withdrawal first 3 weeks | pro-rata fee charged |
| • Withdrawal after week 4 in Term 1 | 25% tuition charged |
| • During Term 2 | 50% tuition charged |
| • Withdrawal Term 3 | 100% tuition charged |

Refunds/fee waivers outside the above criteria will only be made at the discretion of the Principal and this will only be under exceptional circumstances.

The College cannot accept responsibility for changes in learner circumstances brought about by employers, illness etc. Any claims for refunds/fee waivers in these cases will be individually assessed by the Principal whose decision is final.

An administration fee of £30 will be deducted from all refunds where the learner has requested withdrawal, unless a complaint, made through the official Complaints procedure, has been upheld. For courses with fees of £30 or less, no refund will be due.

Please return this form as soon as possible to the following address:

Finance Department
Kendal College
Milnthorpe Road
Kendal College
LA9 5AY

Declaration for Fee Remission/Full Funding 2023/2024

Learner Name _____ Learner Ref _____

I confirm that I am eligible for funding by the Education Skills Funding Agency as described in the Adult Education Budget Funding Rules 2022/23 and documented on my Enrolment Form/Learning Agreement.

A new declaration should be completed to confirm status when enrolling on a new course.

English and/or Maths Qualifications

I am enrolling on (please tick):

GCSE Mathematics ☐ GCSE English ☐ Both ☐

or a Functional Skill(s): ☐ Entry Maths ☐ L1 Maths ☐ L2 Maths

☐ Entry English ☐ L1 English ☐ L2 English

I confirm that I do not already have a GCSE A* - C (1 – 4) ☐

Skills Training for the Unemployed

I am aged 19+, studying a qualification up to and including level 2. I currently receive the following (please tick which applies):

☐ ESA ☐ Jobseeker's Allowance OR ☐ Universal Credit and their earned income from employment (disregarding benefits) is less than £617 a month (learner is sole adult in their benefit claim) or £988 a month (learner has a joint benefit claim with their partner) OR

in receipt of the following State Benefit, please give details below:

Please tell us how you feel that the course(s) will support you to progress into employment,

College use only - Please record details of the discussion and agreement that the course of learning is directly relevant to the learner's employment prospects and the needs of the labour market.

Low Wage Flexibility – Employed (see notes over)

I am aged 19+, studying a qualification up to and including level 2. I currently cannot contribute towards the cost of co-funded fees as I earn less than £20,319 annual gross salary

I have provided the following evidence *which is dated within 3 months of the course start date*:

Learner Declaration

I understand that if the information I have provided is false, or I fail to attend the examination or assessment, without good reason, action may be taken to reclaim course fees and any administration costs as appropriate.

Signed

Date

COLLEGE USE ONLY: by signing this, I am **also** confirming that I have seen the **required evidence** for the Low Wage Flexibility (where applicable)

Signature on behalf of the College

Date

Additional Notes

National Living Wage* and the National Minimum Wage*.

Year	23+	21 to 22	18 to 20	Under 18	Apprentice
April 2023	£10.42	£10.18	£7.49	£5.28	£5.28

The rates change every April.

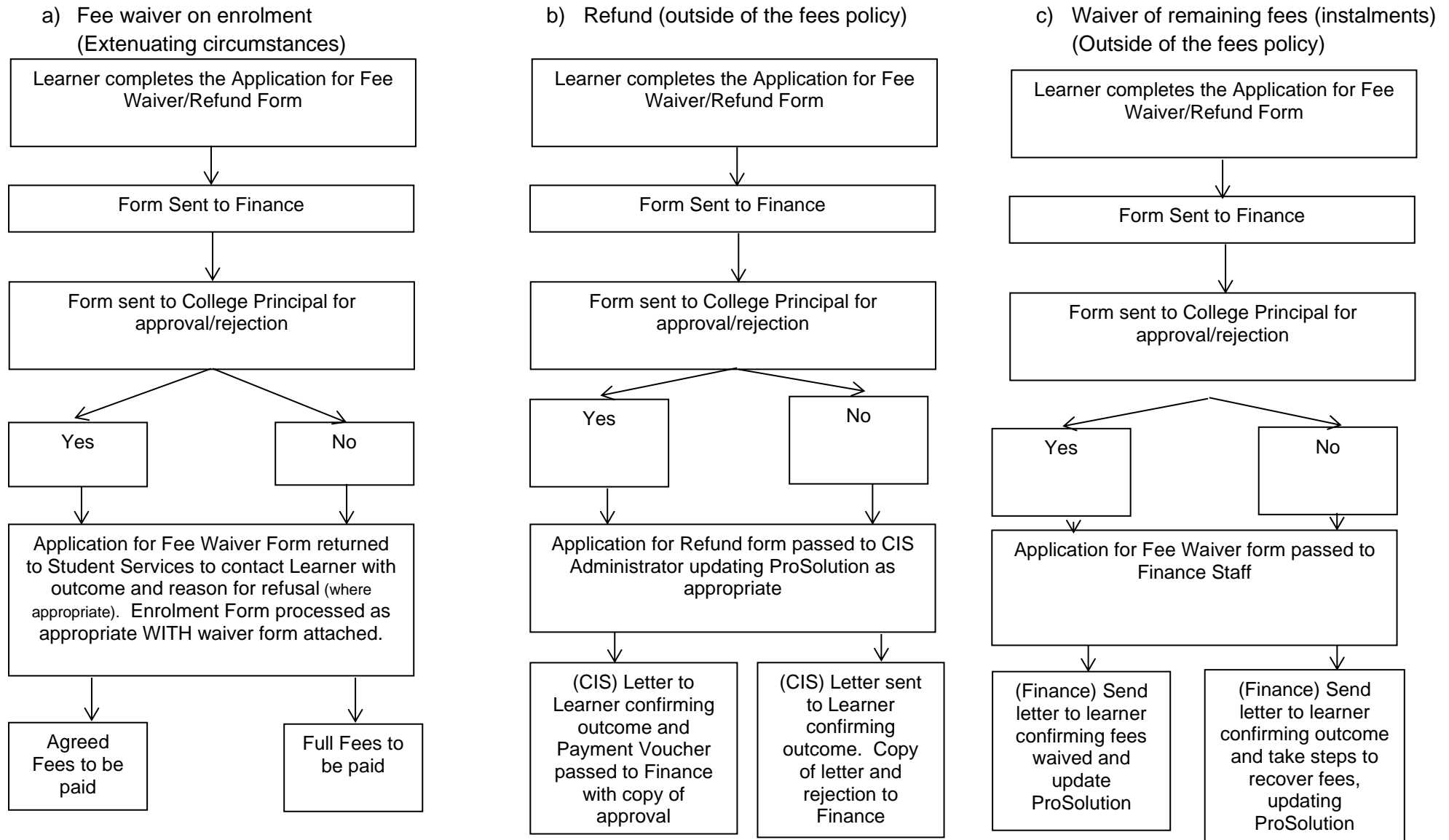
Low Wage Flexibility – Employed

Evidence of the learner's gross annual wages in these circumstances. This could be a wage slip or a Universal Credit statement within 3 months of the learner's learning start date, or a current employment contract which states gross monthly / annual wages. Please note this is not an exhaustive list, but you must evidence your decision to award full funding to an individual who would normally be eligible for co-funding.

Office use: CIS to check LDM 363 and FFI has been used

Process for Administration of the Application for Fee Waiver/Refund Form

The form is used to request a:



Appendix 5

Lists 1 and 2 show the level of government contribution for ESFA funded AEB.

1: 19-23-year-olds

- English and maths for those aged 19 and over, up to and including level 2; Must be delivered as part of the legal entitlement qualifications; Fully funded
- Essential Digital Skills Qualifications up to and including level 1; Must be delivered as part of the Digital legal entitlement qualifications; Fully funded
- First full level 2 (excluding English & maths and Digital); First full level 2 must be delivered as part of the legal entitlement qualifications. Level 2 provision from the local flexibility offer will not be funded for 19 to 23-year-olds who do not have a first full Level 2. See Local flexibility and legal entitlements section; Fully funded
- Level 3 legal entitlement (learners first full Level 3); First full level 3 must be delivered as part of the legal entitlement qualifications; Fully funded
- Level 3 free courses for jobs offer; Learners without a full level 3 or above can access a qualification on the Free Courses for Jobs offer qualification list; Fully funded. Learners who already hold a level 3 or above and meet the definition of unemployed or who are in receipt of low wage; Fully funded
- Level 3 Advanced learner loans; A learner has already achieved a full level 3 and exhausted their eligibility for the Free Courses for Jobs offer; Loan funded
- Learning aims to progress to a full level 2 – up to and including level 1; Must be delivered as entry or level 1

provision from local flexibility; Fully funded

- Learning aims up to and including level 2, where the learner has already achieved a first full level 2, or above (see Local flexibility and legal entitlements section); For those who meet the unemployed criteria or who are in receipt of a low wage; Fully funded. For those who do not meet the definition of unemployed or do not meet the eligibility criteria for learners in receipt of low wage: Co-funded
- English for speakers of other languages (ESOL) learning up to and including level 2; For those who meet the unemployed criteria or who are in receipt of a low wage; Fully funded. For those who do not meet the definition of unemployed or do not meet the eligibility criteria for learners in receipt of low wage; Co-funded
- Continuing traineeship Learners (16 to 24-year-olds); 16- to 18-year-old continuing learners must be eligible under the ESFA's young people's residency requirements; Excluding the flexible element where funding depends on age and level; Fully funded

2: 24+

- English and maths for those aged 19 and over, up to and including level 2; Must be delivered as part of the legal entitlement qualifications; Fully funded
- Essential Digital Skills Qualifications up to and including level 1; Must be delivered as part of the legal entitlement qualifications; Fully funded
- Full Level 2 (excluding English and maths); For those eligible through unemployed or in receipt of a low wage; Fully funded. For those who do not meet the definition of unemployed or do not meet

the eligibility criteria for learners in receipt of low wage: Co-funded

- Level 3 free courses for jobs offer; Learners without a full level 3 or above accessing a qualification on the Free Courses for Jobs offer qualifications list; Fully funded. Learners who already hold a level 3 or above and meet the definition of unemployed or in receipt of low wage; Fully funded. Where 24+ learners are not eligible for the Free Courses for Jobs offer, providers must refer to Advanced Learner Loans rules; Loan funded
- Learning to progress to level 2 (Local flexibility and legal entitlements); For those eligible for their first full level 2 as they meet the unemployed criteria or who are in receipt of low wage; Fully funded. For those who do not meet the definition of unemployed or do not meet the eligibility criteria for learners in receipt of low wage: Co-funded
- Learning aims up to and including level 2, where the learner has already achieved a first full level 2, or above (Local flexibility and legal entitlements); For those eligible for their first level 2 as they meet the unemployed criteria or who are in receipt of a low wage; Fully funded. For those who do not meet the definition of unemployed or do not meet the eligibility criteria for learners in receipt of low wage: Co-funded
- Learning aims up to and including level 2, where the learner has not achieved a first full level 2, or above (Local flexibility and legal entitlements); For those eligible for their first level 2 as they meet the unemployed criteria or who are in receipt of a low wage; Fully funded. For those who do not meet the definition of unemployed or do not meet the eligibility criteria for learners in receipt of low wage: Co-funded

- English for speakers of other languages (ESOL) learning up to and including level 2; For those who meet the unemployed criteria or who are in receipt of a low wage; Fully funded. For those who do not meet the definition of unemployed or do not meet the eligibility criteria for learners in receipt of low wage: Co-funded