

## Fee Policy 2024-25

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This policy and procedure are subject to The Equality Act 2010 which recognises the following categories of individual as Protected Characteristics: Age, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex (gender), Sexual orientation, Disability.

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## **1. Fees**

For the purposes of the College's Fee Policy, 'Fees' refers to the charges passed onto a student in respect of educational services, this includes tuition, examinations, assessments, trips, kits, and resource costs. Fees paid will be dependent on age and personal circumstances, as well as type and level of the course. All fees will be explained to a student or employer prior to enrolment.

This Fee Policy applies to all learners starting a new course on or after 1st August 2024. Arrangements for payments of fees must be made before or at enrolment.

Course fees set by the College have regard to ESFA funding policies, resources required, and market forces.

The College uses information disclosed by the learner at enrolment to determine the fee that will be charged. The College reserves the right to re-assess fees if it discovers that the information given at enrolment is incorrect.

The College reserves the right to vary fees without notice at any time up to the start of a course except for HE fees which will be agreed by December of the prior year.

Where students are on a funded course, the College will apply all fee remissions as set out by the relevant funding agency. If a relevant funding agency changes its fee remission criteria, the College reserves the right to collect/waive fees accordingly.

While the College is unable to charge course fees for a learner who is 16-18 and on a Study Programme, other costs may be charged. In all cases, these costs will be confirmed to the student prior to enrolment.

The College's agreement to an approved payment plan will depend on the student agreeing to a Recurring Card Payment plan. The payment plan will be set up on the student account by the Admissions team.

Students will not be entered for their examinations or awarding body for award until all course fees have been paid as pre-agreed.

Enrolment on a course may be refused where there are outstanding fees relating to previous enrolments.

The College reserves the right to take reasonable steps to recover unpaid fees, including using an external debt collection agency, and legal proceedings.

## **2. Student fee liability**

- 2.1 All students shall be made aware of any fees due from them in respect of the course for which they are applying.

- 2.2 Where student courses are fully funded by grant funding bodies the student shall have no liability for tuition fees, if accurate information has been provided by the learner which is relevant to the fee concession received (this assumes no relevant change to the student circumstances).
- 2.3 Where information provided to the College is inaccurate and as a result the learner's enrolment does not attract grant funding, the College reserves the right to charge a fee.
- 2.4 Where a student enrolls on an ESFA accredited apprenticeship programme and where the student's employer is paying for course fees via the apprenticeship levy through or alternative route directly to the College, then the employer is liable for course fees due in respect of the course. These students are referred to as "Apprentices."
- 2.5 If the College is unable to confirm evidence of an APPROVED application from loan finance from funding bodies such as Student Finance England or Student Loans Company in respect of Advanced Learner Loans, the student will be required to plan for the payment of tuition fees via a Recurring Card Payment instalment plan to complete their enrolment as per details shown under "Fees"
- 2.6 Students that have funding applications rejected or cancelled by Student Finance after they have started their course remain liable to pay their tuition fees to the College in full.

### **3. Fee payment**

- 3.1 The College will inform students on the current range of options available to support the funding of their course.
- 3.2 Arrangements to pay tuition fees must be made by the student at the point of enrolment.
- 3.3 Payment arrangements for fees must be made at enrolment, unless:
  - a. Confirmation on Company letterhead paper of liability for fees in the case of sponsorship has been received by the College Finance department, and this has been signed by an employer prior to enrolment. All employers will be subject to satisfactory credit checks by the Finance Department.
  - b. In the case of Apprenticeship programmes, evidence that fees will be paid by the employer from their apprenticeship service account or through an alternative payment plan.
  - c. Evidence of an approved application for student loan.
  - d. A Recurring Card Payment has been agreed, completed and signed and received by the Admissions Team.
- 3.4 Full or partial contribution to fees can be paid by one or more of the methods below.

- By BACS for full payment of fees
- By Debit/Credit Card for full payment of fees
- Recurring Card Payment for deposit and instalments
- By Advanced Learner Loan (eligible FE courses)
- By HE Loan (eligible HE courses)

3.5 Cancellation of Recurring Card Payment arrangements may result in an administration charge of £50.00 being charged to the student, exclusion from their course of study, and certification of completion not being released. In these circumstances all outstanding fees will become due immediately.

It is the student's responsibility to ensure payments are being made as per agreement.

3.6 Failure to honour fee payment agreements may result in the student being withdrawn from their course.

#### 4. Instalments

4.1 The College offers an instalment plan to students where the total amount payable at the point of enrolment is £500 or more. Within the scheme there is an ability to pay up to five instalments depending on the length of the course. The final payment must be paid in the month prior to the course end date.

Students who withdraw from a course remain liable for the full fee.

TABLE OF FEES		
Fee	Deposit	Instalments
£500 to £599	£50	3 equal instalments
£600 to £700	£75	4 equal instalments
£700 to £999	£100	4 equal instalments
£1,000 plus	£250	5 equal instalments

4.2 Instalments will be set up on the student account following receipt of instruction of Recurring Card Payment. Instalments are due on 7th of the month, or the next working day.

Students will receive written confirmation of payment instalment dates at point of enrolment. No reminders will be sent. It remains the student's responsibility to ensure payments are being made as per agreement.

4.3 In the event of a failed instalment payment, the option of payment by

instalment will cease and all outstanding fees will be due immediately. If a student is aware in advance that a Recurring Card Payment will fail, it is essential that they contact the Finance office immediately by email: Finance@mkcollege.ac.uk to confirm their alternative method of payment. Failure to honour fee payment agreements may result in the student facilities being suspended and may result in the student being withdrawn from their course.

- 4.4 The instalment scheme is not available to students who are on a sponsorship agreement.
- 4.5 On an exceptional basis, where extenuating circumstances have been demonstrated, Finance may approve an individual payment plan with a student. If the terms of the plan are not met, the plan will cease, and any outstanding balance of fees will be due for immediate payment. Students experiencing financial difficulties should contact the Finance office as soon as they are aware of the problem so that alternative plan arrangements can be considered. email: Finance@mkcollege.ac.uk

## **5. Employer fee liability and payment by employers/sponsors**

- 5.1 If a student is sponsored by their employer, an authority to invoice or letter confirming liability for fees and billing details must be supplied at the point of enrolment. Unless otherwise specified, employers are liable for fees on the same terms and conditions as for students.
- 5.2 The College Finance Department, as part of the enrolment process, will raise invoices. Student tuition fees are normally due in full on enrolment. Payments under sponsorship agreements are due to the College on receipt of invoice. Any variance to these terms must be authorised by the Finance Operations Manager and/or the Finance Director.
- 5.3 In the case of ESFA accredited apprenticeship programmes, evidence must also be supplied to confirm that fees will be paid by the employer from their apprenticeship service account, or directly to the College if under the co-investment model. Invoices are due for immediate payment.
- 5.4 If an Apprentice withdraws or is withdrawn, amounts paid (including employer contribution) or due in respect of actual attendance on their course will not be refunded.

## **6. Student Loan Finance**

**Please note that a loan is borrowed funds, a sum of money that is expected to be paid back with interest to the Student Loan Company**

- 6.1 Students are responsible for ensuring that tuition fee loan support from Student Finance is arranged in a timely manner. The College will aid and support to students regarding their loan applications where possible.
- 6.2 Students waiting for confirmation of support from Student Finance will normally be required to provide evidence that they have applied for funding from Student Finance and will also be required to pay a deposit of £250 (which will be refunded when confirmation of the student loan is received by the College)

Students will also need to agree to a Recurring Card Payment to complete their enrolment. Where a payment method is agreed this will be used to collect unpaid tuition fees. The learner will have up to 8 weeks from the start of the course to provide evidence of a successful application. This will allow Student Finance time to process applications.

Failure to meet this will result in payment being due via Recurring Card Payment. If payment method is found not to be active, and the College do not receive payment, student access to college may be blocked, and the student may be withdrawn from the course.

- 6.3 Students funding their learning through Advanced Learner Loans should be aware that, if a student ceases to attend their course, the amounts due in respect of tuition fees shall cease to be paid by Student Finance to the College on behalf of the student.

If the student does not resume attendance of their course within an acceptable period, the outstanding balance of tuition fees due to the College will become immediately payable by the student after the liability point of the first half-term.

## **7. Withdrawals and suspensions**

- 7.1 The College reserves the right to withdraw the student from the course where the student has missed a substantial or critical element of the course or in the case of gross misconduct or for non-payment of fees.
- 7.2 If a learner wishes to suspend study or withdraw from the course during the period of study, then they must notify the College in writing stating their reason for withdrawing. In the absence of formal notification to withdraw the learner's last date of attendance shall be deemed to be their withdrawal date.
- 7.3 Even though they are no longer a student, the student is still liable to pay any outstanding tuition fees for the course to the College as per the signed learning agreement.

See Section 10 (h)

The College reserves the right to take reasonable steps to recover unpaid fees, including using an external debt collection agency, and legal proceedings.

For online payments for a short online course, there will be a 14 day cooling-off period, if the course has not been commenced.

## **8. Non payment**

- 8.1 Students retain ultimate responsibility for the payment of their fees and all other monies owing to the College, regardless of sponsorship or student loan funding arrangements.
- 8.2 If a student is having problems paying tuition fees or any other monies owing, it is essential that the student contacts the Finance office as soon as possible to discuss if alternative payment arrangements can be considered. email: Finance@mkcollege.ac.uk
- 8.3 Should a student default on, or miss an instalment payment, the College will view this seriously. Any student who fails to pay the College fees within 10 days following the date on which they became due may be suspended by the College until payment is made in full. This may include restricting access to the College and any IT systems until payment is received. If the monies due to the College are not paid within 14 days following the commencement of suspension, the College will be entitled to withdraw the student and to terminate the student's course of study. Payment of fees will continue to be chased by the college and the debt will be passed to an external agency for collection.
- 8.4 Should payment of outstanding fees be made within a reasonable timescale, and providing that the student has not missed any substantial or critical element of the course they may be permitted to resume studies.
- 8.5 The College may charge interest on outstanding debts where permitted by current regulations.
- 8.6 The College will refer unpaid amounts to an external agency to pursue payment, this may include legal action. Any additional costs incurred by the College in the collection of the debt will be the liability of the student and will be added to the debt.

## **Fee Transfers, Refunds and Waivers**

- 8.7 If a student transfers course, then the fee payments may be transferred to the new programme. If the fee for the new programme is greater than the amount transferred, then the balance immediately becomes payable. If the fee for the new programme is less than the transferred amount, then a refund will be issued.
- 8.8 Fees are non-refundable and are due in full upon enrolment, except in the following circumstances:

When the College has cancelled the course prior to the start date of the course, or

- (a) The College does not provide an advertised course and is unable to provide suitable alternative provision.
- (b) The College materially alters the time or location of a course from that advertised.
- (c) The College recommends a student transfer to a course with a lower fee.
- (d) The College has overcharged a student or assessed their fees incorrectly.
- (e) Medical conditions, certified by appropriate medical professionals, and with the authorisation of the Group Finance Director, when this results in the student having to leave the College completely, and a refund and/or waiver is the most reasonable course of action.
- (f) Withdrawals – If the student withdraws or is withdrawn by the College the following rates of fee percentage reduction of charges will be applied to the student account, the balance remaining is then payable by the student immediately under the terms of enrolment.

**Long Courses** – Duration of 24 weeks or more – depending on the date of withdrawal:

Withdraw in Term 1-Reduction of 75% of fee (less £50 administration charge)

Withdraw in Term 2-Reduction of 50% of fee (less £50 administration charge)

Withdraw in Term 3-No reduction of fee

**Short Provision** – Less than 24 weeks duration

For Short courses, the College has a 'no refunds' policy unless it is an online payment. The only exception to this is where the College cancels a course that has already started, a full refund of all amounts paid will be arranged in this situation.

For online payments for a short online course, there will be a 14 day cooling-off period, if the course has not been commenced and a full refund will be given.

## **9. Examination Fees**

9.1 Payment of tuition fees entitles a student to have one attempt at that exam.

9.2 The College reserves the right to pass on resit fees to all Learners.

9.3 The College may choose to accept external examination candidates.

In these cases, payments will be required for all Awarding Body and Admin Fees.