



Title	FEES AND REFUNDS POLICY
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Fee Policy

1. Objectives

The purpose of this policy is to provide a framework and guidelines to all Learning & Enterprise College Bexley (LECB) staff to ensure that:



- LECB adheres to the Greater London Authority (GLA) and Education Skills Funding Agency (ESFA) funding rules, and other monitoring bodies' regulations requirements, with respect to fees levied.
- Fees are levied appropriately and consistently.

2. Scope

The policy applies to all courses available for learners.

3. Policy Rules

This Policy will be updated on an annual basis and will be re-issued before August 1st each year unless government guidance is unavailable. All appeals and complaints regarding this Policy should be addressed to Board of Governors.

The Fees and Refunds Policy and any subsequent amendments to this policy will require the approval of the Senior Leadership Team (SLT) and the Board of Governors.

LECB reserves the right to review this policy at any time.

4. Equality & Diversity

The College is committed to promoting and developing. The Equality Act 2010 in every aspect of its work. We believe that all staff and learners should be treated as the individuals they are, with different needs regardless of age, gender (including pregnancy and maternity), gender reassignment, sexual orientation and civil partnership, race, religion, or disability.

5. Principles underpinning the Fees and Refunds Policy

LECB aims to ensure that comprehensive guidance and accurate information regarding fees for courses is available and accessible to the public. These are the fees that will apply to all courses **

***The term 'course fee' refers to the tuition fee and where applicable the materials and exams fees. The term 'tuition fee' refers to the course cost only.*

To support equality and opportunity, LECB endeavours to provide:

- Information and assistance in applying for financial support for course fees
- Instalment payment options are available in accordance with college procedures
- A range of information on funding, fees, bursary and financial support

6. Disclaimer

The college reserves the right to change or amend, at any time, any of the course details including content, dates, times, venues, fees payable, concessions available, terms or conditions. The college also reserves the right to close, not to start any published course or change its charging policy where its costs may result in a financial loss; cancel any course where there is lack of appropriate resources; and/or refuse entry to a course on any non-discriminatory grounds.



7. Learner fee definitions

7.1. Residency eligibility

UK or Irish nationals or other people with a right of abode in the UK who have permission to live in the UK for at least 12 months on the first day of learning (and, if not a London resident, have lived in the UK (or Ireland for Irish nationals) for at least the last 3 years) will normally be eligible for public funding.

Non-UK/Irish nationals should contact the College to establish their eligibility.

7.2. Fees and Concessions

7.2.1. Fully funded learners

Eligible learners can be fully funded (pay no fees) if both their personal status and their chosen course meet the qualifying criteria. These include the learner's funding status, their age, their prior attainment, their benefits status, and the level and type of their course.

The following categories of learners undertaking GLA or ESFA funded learning aims will be entitled to full funding of their fees, subject to satisfactory evidence of status being provided at enrolment and signing necessary declarations:

- Aged 16 to 18 on 31st August in the calendar year when the student commences a programme of study.
- Aged 19 to 24 in the calendar year when the student commences a programme of study, with an education, health, and care (EHC) plan.
- Aged 19 to 23 and undertaking a first Full Level 2 or first Full Level 3 (for this category the age at which the learner starts the learning aim applies and not their age at the start of the academic year).
- Aged 19 and older on 31st August and is unemployed undertaking a course up to Level 2 and in receipt of either:
 - Job Seeker Allowance (JSA), including those receiving National Insurance credits only;
 - Employment and Support Allowance (ESA);
 - receive Universal Credit (UC), and their take-home pay as recorded on their UC statement (disregarding UC payments and other 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)
 - released on temporary licence, studying outside a prison environment, and not funded by the Ministry of Justice;
 - receives a state benefit listed below and their take-home pay (disregarding UC payments and other 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:
 - Housing benefit



- Income Support
 - Working Tax Credits
 - Council Tax Relief
 - Guarantee Pension Credit
 - Other State Benefit at the discretion of the Principal
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- Aged 19 and older on 31st August and is employed or self-employed and earns less than £23,302.50 (London residents) or £20,319 (non-London residents) as an annual gross salary on the date of the learner's learning start date.

7.2.2. Level 3 free courses for jobs:

- Learners aged 24+ without a full level 3 or above accessing a qualification on the level 3 adult offer qualifications list. From 01 April 2022, learners who already hold a level 3 or higher and meet the definition of unemployed or in receipt of a low wage will also be fully funded.
- Additionally, level 3 qualifications not on the level 3 adult offer qualifications list may be eligible for full funding for London residents aged 19+ who are unemployed or in receipt of a low wage.

7.2.3. London residents only

- Subject to sufficient demand, learners whose first or preferred language is British Sign Language (BSL), or who cannot access spoken language because of their deafness and would benefit from BSL, to study for qualifications in BSL, up to and including level 2.
- Subject to sufficient demand, upskilling of teaching staff to deliver improved specialist provision for learners with SEND.
- Eligible Asylum Seekers
- Learners who are out of work, are not in receipt of benefits, and the following apply:
 - want to be employed, and/or
 - are seeking exceptional support with social integration (this includes those with no recourse to public funds)

7.2.4. Co-funded Learners

Tuition fee will be priced at 50% of the fully funded rate for new provision. Any additional costs e.g., materials, exams etc. will be payable in full.

Co-funded Learners are defined as:

- Home Students 19 and older, studying funding agency funded learning aims below Level 3, who do not meet any of the fully funded criteria.
- Some Home Students, dependent on age, benefits status and course, will be charged fees. These students are referred to as 'co-funded' because the funding agency pays the college the remainder of the full funding value. Fees for examinations and materials will be an additional charge referred to as the 'course fee'.



7.2.5. Advanced Learner Loans

F For students who have a full level 3 and above qualification and are aged 19-23 as at their start date and for those aged 24 or over, there is no AEB funding available (outside of FCFJ and GLA funded Level 3 courses) and the full cost fee must be paid either via an Advanced Learner loan, directly, or a combination of both.

- If a course is eligible for an Advanced Learner loan, the loan value will be set at the maximum weighted value, but it is not compulsory for a student to take a loan and the student can pay their fees direct to the College.
- The total full cost fees will not exceed the advanced loan fee charged.
- Please see section 9.8 for rules regarding liability for fees in the event of loan ineligibility or withdrawal from a course.

7.2.6. Community Learning

Community Learning is a programme of courses designed to develop the skills, confidence, motivation and resilience of adults of different ages and backgrounds. It is divided into the following eight strands:

ACL1 - Engaging and/or building confidence

ACL2 - Preparation for further learning

ACL3 - Preparation for employment

ACL4 - Improving essential skills including English, ESOL, Maths and Digital

ACL5 - Equipping parents/carers to support children's learning

ACL6 - Health and well-being

ACL7 - Developing stronger communities

AFL1 – Family Learning

Standard tuition fee rate for Community Learning courses is £3.00 per hour.

To be eligible for Community Learning courses, learners must:

- be aged 19 or above on 31st August and
- meet the residency eligibility as per section 8.1 above

Eligible learners can be fully funded (pay no fees) for community learning courses if they meet the following additional qualifying criteria, subject to satisfactory evidence of status being provided at enrolment and signing necessary declarations:

- Receiving one or more of the following benefits:
 - i. Jobseeker's Allowance (JSA), including receiving National Insurance credits only
 - ii. Employment and Support Allowance (ESA)



- iii. Universal Credit, earning (not including benefits) less than £617a month (learner is sole adult in their benefit claim) per month or £988 (learner has a joint benefit claim with their partner)

7.2.7. Full cost provision

Fees for all full cost courses (courses that do not attract any funding) will be determined at a minimum of £10.00 per hour, are subject to market conditions, and be priced in line with competitors. No fee reduction is available for these courses.

7.2.8. Staff discount

There will be a 20% discount for all staff (including London Borough of Bexley Council staff) on courses offered by LECB. The discount will be available for the tuition fee only. Any additional costs e.g. materials, exams etc. will be payable in full. Staff can only access the staff discount after completing their first full year of service.

7.2.9. Examination fees

Examination fees are payable with tuition fees. Learner's retaking examinations may be charged the examination retake fee and an additional administration fee of £30. Where applicable, this will be payable prior to the examination entry.

8. Fee Refund Procedure

This section sets out the criteria by which refunds are approved.

8.1. Course Cancellation

LECB will refund fees in full:

- If a course is closed in the first two weeks or cancelled before it starts.
- If LECB cancels a learner's course(s) prior to start date and are unable to provide a suitable alternative, they will be entitled to a full refund of the fees.
- If LECB changes a course venue, dates or times and the alternative offered is unsuitable for the learner.

8.2. Cooling off period

The 14 calendar days cooling off period commences from the day the learner is enrolled in the system, not from the start date of their course. During this period, the learner will have the right to cancel the course within 14 days but only up to 48 hours before the start date and obtain a full refund. Once the cooling off period has expired there is no obligation on LECB to make any refund unless this is due to service failure.

8.3. Refunds relating to transfers



Learners will be able to transfer without any additional fees if this arrangement has been made by LECB. If it is by the request of the learner; they will be liable to pay any additional fees relating to the new course plus the standard charge of a £15 transfer fee. If a learner transfers to a course that is of less value, they will be refunded the difference after a deduction of a £15 transfer fee.

Payment for a course cannot be transferred to another person i.e., if a learner is unable to attend the course the course fees cannot be transferred to another person at their request.

8.4. Extenuating Circumstances

The learner must complete the refund application form to apply for a refund stating the reason with supporting evidence where applicable. Any request for a refund must be made within 60 calendar days from the last date of attending the course. Every refund

application is assessed fairly by the Principal/Vice Principal, taking into consideration appropriate documentation submitted by the learner.

8.5. Refunds for re-scheduled class

LECB occasionally may reschedule a class due to unforeseen circumstances. Arrangements would be made to suit most of the class and availability of suitable accommodation. LECB reserves the right to deliver 20% of sessions remotely if necessary.

On request, the learner would be entitled to a refund to the value of the session/s missed in circumstances where a rearranged class is not convenient for them to attend. The request must be made within 60 calendar days of the rescheduled class.

8.6. Refund method

The learner must complete a refund application form in all instances. If the learner has paid by debit or with credit card, the amount due will be refunded to the card. If the learner has paid cash, then the payment may be refunded by bank transfer. The bank transfer refund method should be agreed between the learner and LECB and in conjunction with the LECB financial procedures **. LECB no longer processes refunds by cheque.

The college will aim to process refunds with 28 days of the receipt of the refund application form.

LECB learner who has a current debt with the college will not be refunded until the outstanding debt has been cleared.

*** (reference: LECB online payments procedures)*

8.7. Payment by instalments

Following enrolment, learners are liable for the full cost of the course. Payment plans by instalment and standing order method are subject to a £15 admin fee upon enrolment. Please note that the setup of the payment plans will involve completing and signing a form to authorise payment and if applicable, a separate form for each eligible course will need to be completed. Forms are available from the College's centres and the website. Please note that in



the event that LECB cancels or closes a course, it is the learner's responsibility to cancel the standing order mandate with the bank.

Payment of fees can be made by instalments for courses with tuition fees greater than £400 and with a duration of at least 10 weeks. Courses under 10 weeks and under £400 are not eligible for payment by instalment.

For courses with tuition fees above £400 and a duration of at least 10 weeks, 33.33% (1/3) must be paid upfront with the remaining amount due is split over a maximum of two consecutive monthly payments.

For courses with tuition fees above £400 and a duration of at least 12 weeks, 25% must be paid upfront with the remaining amount due is split over a maximum of three consecutive monthly payments.

For courses with tuition fees above £2,000, 25% must be paid upfront with the remaining amount due is split over a maximum of six consecutive monthly payments.

8.8. Payment through Advanced Learner Loans

Learner is liable for full tuition fee in event that the student loan company rejects the loan application or where the loan offer is not accepted. In such instance, a payment commitment and payment plan must be agreed prior to the start of the course. If a learner does not attend the course, all fees owed must be recovered.

If the learner is awaiting confirmation of the loan approval from the Student Loans Company, LECB will allow a period of a month, after which the learner will be required to pay 50% of the fees due. This will be refunded upon confirmation of the loan approval.

Please note that LECB reserves the right to withdraw the use of standing orders and instalment plans from learners who have previously defaulted on payments.

9. Sanctions against non-payment of fees

If a learner has an outstanding debt, this must be paid in **full** before enrolling on another course. If fees are due:

- The learner will not be re-enrolled on any further courses
- No refund will be given to a learner in debt with LECB
- Exam certificates will not be issued until debt is paid in full

The learner will not be allowed to continue the course until the debt is paid but LECB will take reasonable steps to advise and support learners in financial difficulty. Failure to pay agreed monies in line with arrangements will, in most cases, result in suspension or withdrawal from the course.

10. Early withdrawal from /Late Start on funded courses



All learners (including non-starters) on funded accredited courses who withdraw before the end of the course will be charged the course fee. Learners who are paying by instalments or who are funding their course by an Advanced Learner Loan will also be subject to paying the full fee at the point of withdrawal.

11. Fee Reductions

There is no reduction in fees for those learners who join a course late. The full fee applies in all circumstances. There are no fee reductions for full cost courses.

12. Discretionary/Learner Support Fund

Learners who are unable to meet the full costs of tuition fees and meet specific eligibility criteria may be able to get assistance from the Discretionary/Learner Support Funds. This does not apply to community learning and full cost courses. Learners can access information online at <https://www.lecb.ac.uk/student-information>.

13. Pound Plus Policy

One of the LECB's key aim is to deliver innovative non-accredited community learning programmes which will engage and encourage adults to move towards sustained employment, volunteering, work experience or further learning. To meet this aim, the college will endeavour to achieve "Pound Plus" by delivering the services in accordance with the UK Government's *Pound Plus* strategy.

Pound Plus refers to the generation of additional income over and above the core grant funding we receive through the Adult Education Budget which can then be used to widen participation in learning, particularly for disadvantaged learners who otherwise may not be able to afford course fees or otherwise access learning.

LECB will increase the value of our core funding by generating additional income or making cost savings in the following ways:

- charging a tuition fee with concessions for those who can afford it.
- delivering curriculum to meet local priorities and enable progression.
- providing blended and distance learning models to remove barriers to access.
- working with partners to ensure that we reach those with the greatest need.
- utilising volunteers.
- providing non-grant funded full cost courses.
- attracting commercial income from rents and lettings.
- bidding for additional funding
- attracting sponsorship
- sharing services and pooling resources