

General Principles

Medway Adult Education provides many learning opportunities funded by the Education and Skills Funding Agency (ESFA). All courses with a course code ending in A or F are funded by the ESFA and may be used as matched-funding for the European Social Fund (ESF).

Tuition fees are payable for the course duration. For example, the fee for a two year course will be payable in year one.

Classroom based learners are ultimately responsible for ensuring that their fees are paid, even where a third party (e.g. an employer) intends to pay on their behalf.

Fees and Instalments

All fees become payable on the completion of an enrolment form either by the learner or sponsor unless the learner is entitled to full fee remission.

Payment of fees may be made by credit or debit card, or cheque and in the case of instalments, by standing order.

Where the total fee is more than £94.00, and the course is more than 12 weeks in duration, learners can pay a deposit followed by a maximum of six equal monthly instalments. Other arrangements are available for courses with a course fee in excess of £500 and longer than 21 weeks.

The instalment option is not available to learners on English as a Foreign Language (EFL) courses, employers or sponsors.

Payments by sponsors will not attract a discount.

Advanced Learner Loans

Where a learner elects to pay fees via an Advanced Learner Loan, the Student Loans Company (SLC) will make payments to Medway Adult Education each month. If a loan is not applied for, or the learner withdraws from the course, paying the outstanding fee will be the responsibility of the learner.

Fees for EFL courses

All learners enrolling on an EFL course will be expected to pay their termly fee in full before the commencement of the course.

The instalment option is not available to learners on EFL courses.

Fee Refunds

The full fee for a course is payable even if the learner decides not to complete the course. Fee refunds or waivers will only be approved where Medway Adult Education has cancelled the course, where there is a justified complaint, or in exceptional personal circumstances.

If a learner wishes to withdraw from a course prior to its commencement, and informs Medway Adult Education in writing or by email at least 14-days before the start date, a refund less an administration fee of £10.00 will be given.

If a learner wishes to withdraw from a course prior to its commencement, and fails to inform Medway Adult Education in writing or by email at least 14-days before the start date, a refund will be given only at the discretion of the Head of Operations after the course's continuing viability has been confirmed. Refunds will be subject to the deduction of the administration fee.

Tuition Fees Policy

This is a summary of some of the main points of Medway Adult Education's tuition fees policy. The full tuition fees policy is available on request and on the Medway Adult Education website.

Please note that this policy has been compiled from guidance available as at 31 July 2019. A revision of this policy may result from further guidance received from the ESFA.

Tuition Fees Policy

Review Cycle: Annually

Next Review Date: June 2020

Person Responsible: Service Manager

Approving Body: Senior Management Team

1. Introduction

- 1.1 Medway Adult Education's approach to setting and collecting tuition fees and associated charges (such as materials, equipment and educational visits) is reviewed on an annual basis.
- 1.2 The approach of Medway Adult Education to recovering fees is largely dictated by its principal funding body.

2. Objectives:

- 2.1 This policy seeks to ensure that:
 - Medway Adult Education has a fees policy that is fair, equitable and clear;
 - tuition fees and associated charges are calculated and applied consistently across the entire curriculum offer of Medway Adult Education.
 - any barriers to participation presented by tuition fees and associated charges are mitigated by providing flexible payment options and/or assisting learners to access appropriate financial support to meet the cost of these;
 - Medway Adult Education can respond flexibly to market forces and government policy, including fee guidance issued by its funding body, the ESFA;

- Medway Adult Education generates a proportion of overall income from non-publicly funded sources;
- Medway Adult Education develops appropriate and effective targets relating to fee income generation, and reviews performance against these regularly, and in relation to sector benchmarks.

3. Responsibility for paying course fees

- 3.1 Medway Council has a Fair Access, Diversity and Inclusion Policy and seeks to ensure that arrangement for fees and charges are consistent with this
- 3.2 Learners or their sponsors, unless they qualify for exemptions/waivers, are to be charged:
- a tuition fee;
 - a materials charge (specific to individual courses);
 - external fees (awarding body, examination, registration)
- 3.3 Classroom based learners are ultimately responsible for ensuring that their fees are paid, even where a third party (e.g. an employer) intends to pay on their behalf.
- 3.4 All fees are due at enrolment and continuing attendance on a course or programme of study and sitting examinations is dependent on the payment of all fees due. Appendix 1 sets out the fees payable for subsidised courses. Instalment arrangements are available provided that certain criteria are met.
- 3.5 No tuition fees are payable by adult learners who meet the specified criteria in Appendix 1.
- 3.6 Learners seeking a reduction or waiver of fees under these policies may be asked to provide documentary evidence of their entitlement to receive benefit, or proof of their membership of the relevant group.
- 3.7 In order for a learner to be eligible for Government funding for their learning programme the learner must have the legal right to be resident in the UK at the start of the programme. There should also be a reasonable likelihood that the learner will be able to complete their programme of study. Other residency rules apply.
- 3.8 A learner's status at enrolment (e.g employed, in receipt of eligible benefit) applies throughout the year on that learning aim.
- 3.9 Where a learner has previously taken an examination with Medway Adult Education, re-sit examination fees will apply. These

examinations fees are set by the individual awarding bodies and are payable in advance of the re-sit.

- 3.10 Other charges imposed by awarding organisations (re-marking, requests for scripts) will be passed on to all learners.

4. ESFA funded provision

- 4.1 Tuition fees are payable for the course duration. For example the fee for a two year course will be payable in year one.

- 4.2 In addition to the ESFA fee remissions (as detailed in Appendix 1) Medway Adult Education may offer discretionary fee remission to learners:

- Aged 60 plus before starting the course and not employed for more than 16 hours per week
- Those in receipt of the following benefits: Council tax benefit/Housing benefit/Income Support/Working Tax Credit/Pension Guarantee Credit/Employment and Support Allowance (ESA – non-WRAG)/Disability Living Allowance/Incapacity benefit/Invalid Care Allowance/Universal Credit
- Unwaged dependants of those listed above.

- 4.3 Medway Adult Education has a discretionary Learner Support Fund for courses leading to a qualification. Learners are considered on an individual basis by the Learner Services Co-ordinator.

- 4.4 The requirement to pay the cost of awarding body registration and examination is set out in Appendix 1.

5. Bespoke Employer Courses

- 5.1 Payment for such courses is due upon receipt of invoice.

- 5.2 Cancellations giving notice of more than 14 days will incur a £10 administration fee. Notice of less than seven days will incur all fees.

6. Fees for learners on EFL courses OR who do not meet the residency criteria

- 6.1 Fees for part time study for learners on EFL courses **OR** who do not meet the residency criteria are calculated at £7.95 per hour.

7. Payment of Fees and Instalments

- 7.1 All fees become payable on the completion of an enrolment form either by the learner or sponsor unless the learner is entitled to full fee remission. Payment of fees may be made by credit or debit card, or cheque and in the case of instalments, by standing order.
- 7.2 Payments by sponsors will not attract a discount;
- 7.3 Tuition discount is not available to learners on EFL courses **OR** those who do not meet the residency criteria **OR** those on full-cost recovery courses;
- 7.4 Where the total is £94.00 or more, and the course is more than 12 weeks in duration, learners can pay a deposit followed by a maximum of six equal monthly instalments. Instalments may span academic years, depending on the start date of the course. Other arrangements are available for courses with a course fee in excess of £500 and longer than 21 weeks.
- 7.5 The instalment option is not available to learners on EFL courses, employers or sponsors.

8. Unpaid Fees

- 8.1 Medway Adult Education will use appropriate debt recovery procedures where learners breach the terms of their instalment agreement, and may exclude such learners from Medway Adult Education.
- 8.2 Learners undertaking a two-year programme will not be allowed to progress to the second year of the course where fees remain unpaid, and learners who complete a programme of study but have fees outstanding will not be allowed to enrol on further programmes of study, or sit examinations until the outstanding debt has been cleared.

9. Fee Refunds (General)

- 9.1 Fee refunds or waivers will be approved where Medway Adult Education has cancelled a course, where there is a justified complaint, or in exceptional personal circumstances, at the discretion of the Head of Operations.
- 9.2 If a learner wishes to withdraw from a course prior to its commencement, and informs Medway Adult Education in writing or by email at least 14 days before the start date, a refund will normally be given, less an administration fee of £10.00
- 9.3 If a learner wishes to withdraw from a course prior to its commencement, and fails to inform Medway Adult Education in writing

or by email before the start date (see 9.2), a refund will be given only at the discretion of the Head of Operations after the course's continuing viability has been confirmed. Refunds will be subject to the deduction of the administration fee.

10. Credit Notes

- 10.1 Where a learner is obliged to withdraw from a course it may be possible to issue a credit note for up to 12 months. No further deferral will be granted and the fees will be forfeit after the specified period.

11. Subcontracting

- 11.1 Medway Adult Education enters into subcontracting arrangements to meet the needs of learners and employers where provision cannot be offered as direct provision. Subcontracting should meet the needs of the community and focus on priority groups, the unemployed, those wishing to further their careers and find more sustainable employment and Apprenticeships. Subcontractors will be supported to follow Medway Adult Education's Quality Assurance processes set out in individual contracts, including Teaching, Learning and Assessment and implementation of the Quality Framework. In addition to meeting Quality Assurance requirements, Medway Adult Education will also support (where required) with Curriculum Management, Accreditation, Tutor Management, Course Planning, MIS management and submission data returns, marketing, learner support, innovation and health and safety. Further details on the support arrangements are detailed in individual contracts.
- 11.2 Medway Adult Education have determined the costs of services provided and require a minimum 20% management fee for services provided.
- 11.3 This management fee includes processing of enrolments, withdrawals, suspensions, completions and achievements, and ILR funding returns to the ESFA.
- 11.4 Full payment terms are confirmed with individual subcontractors and are listed in individual contracts but will be based on actual funding drawn down from the ESFA. Payments to subcontractors are capped at the rate of Maximum Contract Value listed in individual contracts. Subcontractors are informed of the amounts to invoice, and payments will be made within 30 days of receipt of invoice.
- 11.5 Following the submission of the Final Funding Claim in October 2020, Medway Adult Education will publish a list of all subcontracts, detailing

the funding received, retained by Medway Adult Education, and paid to each subcontractor

12 Interpretation of the Policy

- 12.1 Medway Adult Education recognises that there may be exceptional circumstances in which a certain level of discretion may need to be exercised.
- 12.2 The Head of Operations has discretion to waive or reduce deposits payable under instalment arrangements having regard to the personal circumstances of individual learners. However, waivers and reductions will not be given to learners with previous poor payment history.

Appendix 1

Fees payable for home learners on courses where the course code ends in F

Type/Age	Course Fees	Assessment or Examination Fee
<p>Learners aged 19+, as at 31 August 2019, who</p> <ul style="list-style-type: none"> • Are unemployed and in receipt of Jobseeker's Allowance, Employment and Support Allowance (and in Work-Related Activity Group) or Universal Credit and mandated (required) to undertake skills training and • Unemployed, or earning less than 16 times the minimum wage per week, in receipt of a state benefit, who want to enter employment and need skills training to do so. • On a low wage and earning less than £16,009.50 gross annual salary 	Free	Paid by MAE
Learners aged 19+, as at 31 August 2019, studying basic English and Maths leading to a qualification, and those studying GCSE English or Maths who do not already hold a grade C or higher in the subject they are studying.	Free	Paid by MAE
Learners aged 19-23, on the day the course starts, who are enrolling for an Entry Level or Level 1 course and do not already have a full Level 2 qualification	Free	Paid by MAE
Learners aged 19-23, on the day the course starts, who are studying their first full Level 2 qualification if the qualification is part of the Legal Entitlement.	Free	Paid by MAE
Learners aged 19-23, on the day the course starts, who are studying their first full Level 3 qualification if the qualification is part of the Legal Entitlement.	Free	Paid by MAE
<p>If you do not qualify for free provision under one of the above categories, then you will pay the published fee – Medway concessions may apply.</p>		