



**Somerset  
Council**

# **Adult Community Education Fees Policy 2023/24**



<b>Organisation</b>	Somerset Council
<b>Title</b>	Adult Community Education Fees Policy 2023/24
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<b>Owner</b>	Melanie Roberts
<b>Protective Marking</b>	
<b>Primary Legislation</b>	<a href="https://www.gov.uk/government/consultations/adult-education-budget-funding-and-performance-management-rules-2023-to-2024">Adult education budget: funding and performance management rules 2023 to 2024 - GOV.UK (www.gov.uk)</a>

Somerset Council's Economy, Employment and Planning Service (the Council), from 1 August 2023, will receive Adult Education Budget (AEB) funding from the Education and Skills Funding Agency (ESFA) to provide non-accredited learning opportunities for adults\* living in Somerset \**An adult is an individual aged 19 and over on 1st August of the given academic year.*

**For 2023/24 the Council will adopt Somerset Skills & Learning Fees Policy as detailed within this document.**

## 1 POLICY OVERVIEW

This policy provides a framework within which Somerset Skills & Learning CIC's (SS&L) fee processes will be devised and operated. It also sets a framework for ensuring that comprehensive guidance and information regarding fees for courses (Inc. subsidised etc.) is available and accessible to customers, learners and staff. This policy has been written in accordance with guidance from our funding bodies.

Any subsequent amendments to this policy will require the approval of SMT. The Fees Policy will be reviewed annually and any changes recommended will be referred for approval to the SMT.

SS&L reserves the right to:

- cancel any course or change its policy where its costs may result in financial loss;
- cancel any course where there is lack of appropriate resources;
- refuse entry to a course on any non-discriminatory grounds.

## 2 GOVERNMENT CONTRIBUTIONS

The money available to support programs being studied by learners can consist of both the fee and a public subsidy. Subsidies come from UK government via the Education Skills Funding Agency (ESFA) for those individuals who are eligible to access this funding. These agencies will

publish criteria against which learners are assessed for eligibility to public funding for approved courses.

The levels of government contribution that are made towards the cost of learning depend on circumstances and guidance, they may:

- fully fund the cost of learning
- expect either the employer or learner to contribute towards the costs of learning
- expect the employer to cover the full cost of learning
- expect the learner to cover the full cost of learning, possibly through a loan.
- SS&L reserves the right to verify the funding status of all learners or potential learners and their eligibility for fee remission purposes.

### **3 FEE SETTING – FUNDED PROVISION**

There is a standard costing pro forma that is to be used as a basis for all courses and programs. Delivery Teams wishing to charge fees that differ from the stated rate for any of their courses must obtain the prior approval of the Director of Curriculum & Quality.

- All learners, other than those eligible for full fee remission, are charged a tuition fee as a contribution towards the cost of their learning
- Fees for Adult Education Budget funded courses or programs are determined on the day the learner starts their learning, and consequently their fee status will be modified accordingly in the event of any changes between their enrolment/application date and the point of starting.

For 2023/24 the ESFA's assumed fee income remains at 50% of the unweighted rate value for the learning aim (plus any registration / exam fees).

- Where RPL/APL is being used for assessment as part of a qualification, fees should be reduced to take this into account.
- Non-Levy Apprenticeship Provision require a contribution from the employer as outlined in the ESFA's funding rules
- No changes in funding/fee status are applicable to the course or programme in question once a learner has embarked on that specific course of study or programme; however, any subsequent changes to an individual's status will be reflected in the event a learner wishes to enrol on further or additional courses or programs, and in such circumstances it will be their eligibility funding / fee status at the start of the new aim.
- Where a learner needs to re-sit the End Point Assessment, the employer is liable for the charge.
- Where a learner withdraws from fully-funded provision a non-completion fee of £100 will be charged. This fee is to contribute to the costs of recruitment, administration, and tuition up to the date of withdrawal.
- When charging a fee to co-funded learners, the sum of the government contribution and the learner's fee must not exceed the fully funded weighted rate for the learning aim and the learner should not have to pay more than 50% of the unweighted rate.

### **3.1 UNFUNDED PROVISION**

Fees for unfunded courses will be priced at a level to reflect the full price to the provider, with knowledge of the market. Fees are based on the recovery of full costs including costs relating to overheads and therefore will differ between courses.

Fees for unfunded provision must be approved prior to promotion by the Director of Curriculum & Quality.

There is no fee remission or supported fee for unfunded courses, however there might be group discounts available for employers wishing to enroll a group of staff on one course.

No direct debit or instalment plan is available for unfunded provision. Course fees are payable in full in advance of starting the course or workshop.

Course Reselling – in some cases SS&L act as a 're-seller' for another provider. In these circumstances, all fees are payable on enrolment, and no direct debit or instalment plan is available. The fee will be set by the course provider but may include an administration fee.

### **3.2 YOUNG PEOPLE AGED 16-18**

16-18 is defined as an individual aged under 19 on the 31st August of the academic year in which they are enrolling.

An individual cannot start receiving funding until after the last Friday in June in the academic year that they become 16 years of age, usually known as Year 11.

In accordance with ESFA regulations no compulsory tuition, registration or examination fees will normally be charged to learners aged 16-18 undertaking courses funded by the ESFA.

SS&L may charge learners aged 16-18 for unfunded courses and for exam and re-sit charges if they do not achieve the required attendance levels or progress.

Adult funded provision may be available to 16-18 year old learners subject to them being part of a Study Programme and meeting 'Study Programme' criteria, or them paying the relevant Full Cost Recovery rate and the relevant Delivery Manager confirming a place can be offered on this basis.

### **3.3 ADULT LEARNERS (THOSE AGED 19 & ABOVE)**

19+ is defined as an individual aged 19 or older on the 31st August of the academic year in which they are enrolling.

- Annex A gives details of those who would be eligible to have the aim Fully Funded.
- The fees for part or unfunded provision will be determined by SS&L according to the cost of the individual provision and market forces.

### **3.4 COMMUNITY LEARNING**

SS&L's Community Learning funded provision has key priorities in place to widen participation in learning through a targeted approach. This ensures the promotion of equality and diversity and improves access to learning for particular under-represented groups and those who have not been engaged in learning for a significant period of time. SS&L focus provision mainly on those learners that cannot afford to pay and need learning to move closer to work, formal learning or volunteering.

Community learning will be charged at £8 per hour (additional material costs may be required for certain sessions) in line with our commitment to the ESFA's Pound Plus strategy – see our Pound Plus Policy. A 100% discount will be awarded should learners be able to evidence they fall into one of the priority areas:

1. Care leavers;
2. Carers;
3. Learners with a learning difficulty and or disability;
4. Mental health service users and adults with mild to moderate mental health problems;
5. Learners engaged through the Troubled Families programme;
6. Learners who are homeless, in sheltered living, or in danger of becoming homeless;
7. Learners who have a low income (earn less than £25,000 per annum), or are in receipt of a state benefit;
8. Learners with Refugee status;
9. An Asylum Seeker in receipt of the equivalent of an income based state benefit.
10. The unwaged dependent of an Asylum Seeker;
11. Learners yet to achieve their first full Level 2 qualification;
12. Learners yet to achieve a Level 2 in English and/or maths;
13. An offender serving their sentence in the Community;
14. An individual who is Economically Inactive because they are unable to claim income related state benefits.

### **3.5 ADVANCED LOANS**

For individuals required to apply for an Advanced Loan, SS&L will provide a Funding and Information Letter detailing the information required so they can apply to the Student Loans Council (SLC).

Learners aged 19 to 23 without a first full Level 3 fall into legal entitlement categories and

therefore eligible for fully funded provision for their Level 3. However, if a learner chooses to take a loan instead, they must be made aware they forfeit their legal entitlement to full funding.

## **4 REDUCTIONS OF FEES**

Individuals wishing to access full government funding will be required to complete a self-declaration form confirming their status that entitles them to the funding.

Only with the express permission of the Director of Curriculum & Quality should fees be changed or reduced for learners that do not meet the specified fee remission terms and conditions. In any such instance, a valid and justifiable business case must be submitted. Any member of staff engaged in this request must declare any potential conflicts of interest and refrain from reaching a decision if this is the case. Any possible conflicts of interest must be referred to the Chief Executive, and in the event it is the 'Chief Executive' declaring the potential conflict of interest the matter must be referred to an alternative member of SMT or the full 'Board of Directors' if appropriate.

SMT will decide on the appropriateness of discounts on an annual basis (Annex A), however from time to time discount codes might be offered to help certain promotions.

If a learner wishes to enroll on a course after the start date, a fee reduction can be agreed on a pro-rata basis. However, the Director of Curriculum & Quality must agree to pro-rata fee reductions for qualification-based courses.

A fee reduction should not be approved if a learner enrolls (prior to a course start date) and requests a fee reduction due to pre-planned absence of any nature. Therefore, in these circumstances, a learner must pay in full to reserve a place on the course.

## **5 PAYMENTS**

The fee is the amount the individual pays for the course – this will cover tuition, examining body costs and may also include materials.

Fees can be paid by credit or with debit card, or instalment plan (conditions apply).

All fees become due in full at enrolment, but SS&L recognise that some learners may need to take up the offer to pay in instalments. SS&L offers a payment plan for courses over £100 that last for more than 100 days whereby on enrolment you will be required to pay an upfront 25% deposit of the course fee and complete a payment plan. All instalment payments must be fully paid two months before the planned end date of the course.

Payment via instalments is not available for General Interest leisure provision.

Learners that withdraw before the expected end date will still be required to pay their fees in full. In exceptional circumstances a refund may be considered (please see refund section)

Examining/Awarding Body Fees may include registration, certification and administration fees. These will generally be included in the overall course fee, but additional charges may apply.

Charges may be made for retakes, re-entry or rescheduling of exams where the learner has been absent for no good reason. These fees are payable prior to the examination entry. This must be approved by the Director of Curriculum & Quality.

Examining/Awarding body fees will not be charged to 16- to 18-year-old learners whose tuition fees are remitted.

Where a learner needs to re-sit the End Point Assessment, the employer is liable for the charge.

SS&L will not make compulsory charges relating to the direct cost of delivering a learning aim to those who are fully funded

SS&L reserves the right to change course fees at any time without notice. Prices are correct at the time of enrolment. If you have already enrolled and a promotion becomes available, this cannot be applied retrospectively.

In situations where a learner wishes to change / transfer to another course (post the cooling off period) a request must be made in writing and any transfer of funds must be approved by either the CEO or the Director of Curriculum & Quality. In these circumstances, a transfer of funds must take into account the costs of any delivery to-date. An administration charge of £25.00 should be charged in these situations.

## **5.1 PAYMENT ON BEHALF OF A LEARNER**

Agreement by SS&L or its partners to accept payment of any part of a fee from a sponsor does not extinguish a learner's liability to pay a fee. This shall only terminate when payment is received (this does not apply to apprenticeships).

Learners whose employers or other third parties or sponsors have agreed to pay their fees will be required to sign the learner's payment page and may, where necessary, be required to produce a letter/purchase order from the third party at the time of enrolment confirming that they will cover the full cost of the course.

## **6 FINANCIAL SUPPORT**

SS&L recognises the need to accommodate learners facing financial hardship. Learners should apply at the time of enrolment for Discretionary Learner Support or Bursaries and, if eligibility

criteria are met, they may be awarded financial support.

If their personal circumstances change, learners should immediately make SS&L aware if they are concerned that they cannot meet any outstanding fees.

- Please see the Bursaries policy for further information on available bursaries.
- Please see the Discretionary Learner Support policy for further information on support.

## **7 REFUNDS**

A 7 day 'cooling off' period (14 days if the purchase is made online), is applicable to all enrolments from the date of enrolment whereby a full refund of fees may be given if the individual notifies the provider of intention to withdraw application or enrolment, providing this is prior to their programme/course start date.

If the course is cancelled by the provider, or confirmed as already full, learners will receive a full refund of fees paid.

In cases where withdrawal is as a result of exceptional personal circumstances, or where withdrawal is due to a learner demonstrating a failure of the provider to deliver what could have been reasonably expected, then an application for a refund or credit must be made in writing and may be approved by the Director of Curriculum & Quality. An administration charge of £10.00 will be deducted from any refunds requested by the learner.

Any other requests for refunds must be made in writing and be approved by the Director of Curriculum & Quality, if approved an administration charge of £10.00 will be deducted from the fee refunded.

## **8 RESPONSIBILITIES & LIABILITY**

SS&L will follow the rules that providers must follow under the Apprenticeships, Skills, Children and Learning Act 2009 regarding financial contributions.

Learners become liable for all course fees at enrolment, and are liable for the payment of their fees and monies owing.

For any learner who has not paid their tuition or exam fees in full at the end of the course:

- Assessed work may not be marked;
- References for employment beyond confirmation of dates and courses attended may not be issued
- The learner will not be permitted to progress to the next year of study or enroll on another course at the Provider



- The debt will be referred to the debt collection agency for recovery.

Learners achieving prior to their planned end date, must continue to pay any remaining fees.

It is the responsibility of the learner to notify the provider of any changes to their status that may affect their eligibility for fee remission (between enrolment and the start of each of their courses).

Learners should immediately make SS&L aware if they are concerned they cannot make their outstanding fee payments.

## **9 DELIVERY PARTNERS & SUB-CONTRACTORS**

Delivery Partners & Sub-Contractors are responsible for setting & collecting their own Fees. The only exception to this are Apprenticeship Co-Investment, where there is a mandatory contribution and SS&L are required to collect that from the Employer.

## **10 STAFF PARTICIPATION**

Members of staff wishing to take part in courses or programs delivered by SS&L should be treated like any other customer/learner when applying to enroll.

Engagement in a learning programme delivered by SS&L, which has been identified as a CPD requirement by the relevant line manager, and recorded in the organisation's Staff Development Plan, must only be offered in accordance with SS&L's Staff Development Policy. Any cost relating to such courses or programs may be funded accordingly by SS&L, either centrally from the organisation's Staff Development budget, or through the budget of the specific business area in question (where this is applicable and appropriate permission has been granted by a relevant Senior Manager.

From time to time SMT may make courses or programs available to staff at reduced rates, where this is deemed to be fair and equitable; however, it should be noted this will be by exception and course fees should not be waived or reduced without the express permission of SMT.

## **11 FUNDING DEFINITIONS**

Fully Funded (i.e. Full Fee Remission) – course tuition fees or programme costs are met in full by the 'funding body' and the course is free to learners that meet the eligibility criteria.

Co-Funded (i.e. up to 50% Fee Remission – referred to as a 'supported fee' – the 'funding body' meets a % of the course tuition fees or programme costs and that the learner (or employer) is expected to meet the balance of tuition fees or programme costs (plus any relevant fees). Tuition fees and any additional relevant fees must be calculated using the Fees Table (see

Appendix A).

Unfunded (i.e. Full Cost Recovery) – the course or programme is not funded by the 'funding body' and the learner (or employer) is expected to pay the full cost associated with delivering the provision.

Advanced Learning Loans (i.e. Full Cost – but cost can be covered by a 'government' loan) – the course or programme is not funded directly by the 'funding body' and the full delivery cost has to be met by the learner, who can access a loan through the 'Student Loan Company' to meet tuition fees if they are eligible.

## ANNEX A

### Adult Education Budget:

Learning Level	19-23	24+
Entry and Level 1 aims as a progression to Level 2	<p>Fully Funded if prior attainment is Level 1 or Below.</p> <p>Fully Funded if Unemployed*</p> <p>Fully Funded if meets low wage criteria +</p> <p>Otherwise Co-Funded</p>	<p>Fully Funded if Unemployed*</p> <p>Fully Funded if meets low wage criteria +</p> <p>Otherwise Co-Funded</p>
English and maths, up to and including level 2	Fully Funded	Fully Funded
<p>Full Level 2</p> <p>(First full level 2 must be delivered as part of the legal entitlement)</p>	<p>Fully Funded if prior attainment is Level 2 or Below.</p> <p>Fully Funded if Unemployed*</p> <p>Fully Funded if meets low wage criteria +</p> <p>Otherwise Co-Funded</p>	<p>Fully Funded if Unemployed*</p> <p>Fully Funded if meets low wage criteria +</p> <p>otherwise Co-Funded</p>
<p>Full Level 3 or Above</p> <p>(First full level 3 must be delivered as part of the legal entitlement)</p>	<p>Fully Funded if prior attainment is Level 3 or Below.</p> <p>Otherwise an Advanced Loan</p>	<p>Lifetime Skills Guarantee Advanced Loan</p>
Learning aims up to and including level 2, where the learner has already achieved a first full level 2, or above	<p>Funded for Unemployed*</p> <p>Fully Funded if meets low wage criteria +</p> <p>Otherwise co-funded</p>	<p>Funded for Unemployed*</p> <p>Fully Funded if meets low wage criteria +</p> <p>Otherwise co-funded</p>

## Definitions used in the adult education budget as published by the Education & Skills Funding Agency

### \*Unemployed

1 For funding purposes, we define a learner as unemployed if one or more of the following apply.

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

2 Providers may also use their discretion to fully fund other learners if both the following apply. The learner:

- receives other state benefits (not listed in paragraph above) and their take home pay (disregarding benefits) is less than £617 per month (learner is sole adult in the benefit claim) or £988 per month (learner has a joint benefit claim with their partner)

And

- wants to be employed, or progress into more sustainable employment, and their take-home pay (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 are satisfied identified learning is directly relevant to their employment prospects and the local labour market needs

### Low Wage Flexibility

Learners who are employed or self-employed, and would normally be co-

funded for provision up to and including level 2 can be fully funded if the following applies:

- Is eligible for co-funding and earns less than £20,319 annual gross salary.

And

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

## Version History

Revision Date	Author	Version	Description of Revision
21 July 2023	Somerset Skills & Learning / Rebecca Brown	1	New Policy

## Document Notification

Approval	Name	Date
Member Key Decision: Adult Community Education Programme		3 August 2023