



# **Fee recovery and refund policy**

**Revised June 2020**

## Document change control

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## Revision history

<b>Version</b>	<b>Type (e.g. replacement, revision etc...)</b>	<b>Date</b>	<b>History (reason for changes)</b>
1	Revision	02/10/19	Update in fees, bursary
2	Revision	03/03/20	Update in courses and procedures
3	Revision	19/06/20	

## Monitoring and review

- This policy will be reviewed by the Governing Body at least every year.

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### 1. Introduction

1.2 The fee recovery and refund policy has been developed to provide clarity on the Centre's position on the recovery of fees, the measures taken to recover fees, and the limited circumstances in which refunds of fees will be considered.

1.3 Elmhouse Childcare Ltd (ECL) approach to setting and collecting course fees and associated charges is reviewed on an annual basis.

1.4 This document is intended to act as a single reference source for course and associated fees, payment arrangements, financial support and remission rules for Advanced Learning Loans for the 2018/2019 year to ensure a consistent and transparent approach of clear guidance on fees and charges. The content of this policy should be used as a main source of guidance for learners, parents, employers, delivery staff, learner support staff and enrolment staff.

### 2. Scope

1.5 The fee recovery and refund policy apply to all course fees.

### 3. Aims of the Policy

- To enable staff and students to understand the limited circumstances where a refund of fees paid, or cancellation of fees due will be considered.
- To ensure that policies in relation to fee recovery and refunds are applied consistently across the Centre.
- To provide clarity on the calculation of any refunds due.
- To provide clarity on Centre policy on the recovery of fees due.

#### **4. Fees and Charges Disclaimer**

- a. ECL reserves the right to change or amend, at any time, any of the course details including content, dates, times, venues, fees payable, remissions available and terms or conditions. ECL also reserves the right to close or not to commence with any previously published course at short notice.

#### **5. Further Education: 19-23 Learners**

- a. Further education learners who are aged 19-23 on the day they start their course are eligible for full funding from the Education and Skills Funding Agency (ESFA) providing they meet the eligibility criteria.
  - i. If you are aged 19-23 years and looking to study your first Level 3 qualification
  - ii. You must not already hold a Level 3 or higher equivalent qualification
- b. 19-23 year old learners funded by the ESFA will be exempt from course tuition fees and examination/ registration fees (however will still be charged exam re-sit fees, materials and/or trip/educational visit fees) if they fall into specific fee remission categories.

#### **6. Further Education: Advanced Learning Loans**

- a. Further education learners who are aged 19 or over and enrolling on designated Level 3 or higher courses will no longer qualify for ESFA funding. If they already hold a Level 3 or above qualification, instead learners will in most cases be able to apply for Advanced Learning Loans, which are paid directly to ECL
- b. The loan value will cover the combined cost of tuition only. Examination / registration fees, examination re-sits, materials and visits / trips can incur an additional fee if applicable. The loan facility will only be available for the courses advertised by ECL and learners will need to receive a Learning and Funding letter from ECL in advance of enrolment confirming course eligibility before they can apply for their loan.
- c. Course fees for Advance Learning Loan learners are for the entire duration of their course and not per academic year.

Elmhouse Childcare Ltd [ Elmhouse Training] set the course fees as the maximum funding rate available, as set by the ESFA.

## **7. Cancellation – Online and Telephone Enrolments**

- a. For enrolments that are wholly completed on-line or via telephone the distance selling regulations apply. The Centre complies in full of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and will provide a full refund of any fees paid if a cancellation is received within fourteen days of the initial enrolment, and before the course has started.
- b. In circumstances where the course starts within the fourteen-day cancellation period, the refund given will be adjusted to reflect the proportion of the course delivered at the point of cancellation.
- c. Once the fourteen-day cancellation period has elapsed the Centre standard refund and fee recovery policies as set out in sections 5 to 7 below shall apply.

## 8. Refunds

### a. Withdrawal for cash payment

- i. If Elmhouse withdraws a learner who pays cash from a course due to not being competent or not passing probation. The Learner will be entitled to 50% of amount paid up to the point of withdrawal minus a £150.00 administration fee
- ii. Students who withdraw from a course in advance of the course start date are entitled to a full refund, less an administration fee of 10% of the full course cost.
- iii. Students who withdraw from a course within the first two teaching weeks of the start date of the course will be entitled to a refund of 50% of the course fees (except for 5.1.4 below). Where fees paid in advance are less than 50% of the course fee, the balance will remain payable.
- iv. Students who withdraw from a course after two weeks following the start date of the course, will not be entitled to any refund, and any fees outstanding will remain payable.
- v. Students who withdraw from a short course (duration of course 1 term or less) will not be entitled to any refund.
- vi. All withdrawals should be notified in writing to Student Services. The effective date for calculation of any refund is the date of receipt by the Centre.

**b. Materials and Kits:**

- i. Refunds will not be given for materials or kits (e.g. hairdressing) purchased as a requirement for the course. In the event of withdrawal from the course all outstanding kit fees remain due.

**c. Course cancellation:**

- i. If the Centre cancels a course, or the course does not start due to a lack of support, every effort will be made to offer an alternative. If no suitable alternative is available, a full refund will be given.

**d. Course rescheduling:**

- i. If the Centre reschedules a course for a different time or day and this is not convenient for the student, a full refund will be given. No refund will be given for change of site

**e. Requests for credits or refunds relating to illness:**

- i. If a student becomes ill during the period of a course they may apply for a refund if the condition is permanent and prevents them from continuing. If the condition is temporary, then they may apply for a credit which will permit them to re- enrol later (credits are valid for 2 years). The refund or credit will be calculated on a pro-rata basis from the date of the last class attended. Exam fees are not refundable. Medical evidence will be required in the form of a doctor's note or equivalent
- ii. **Under no circumstances can a credit be converted to a refund**

**f. Requests for refunds relating to general absence:**

- i. The Centre is unable to make refunds for absence due to changes in work commitments, personal or financial circumstances or any other reasons for not being able to attend the course. Any outstanding fees in these circumstances will remain payable.

**g. Requests for refunds relating to withdrawal at Centre discretion:**

- i. Where failure by a student to adhere to Centre policies (e.g. attendance, behaviour, health and safety, discipline etc.) results in the withdrawal of a student by the Centre, no refund will be given and any fees outstanding based on these circumstances remain payable.

**h. Refunds for Sponsored Students:**

- i. A sponsor of a student at the Centre (for instance an employer paying for an employee) may apply for a refund if the above criteria are met. However, if a sponsor/ student arrangement ceases, or the student withdraws from their course of learning, fees will be due, and no refunds will be given. Where a student is sponsored on their course, a refund, if applicable will only be made to the sponsor.

**i. Requests for refunds due to quality issues:**

- i. If a student is dissatisfied with the course and the tutor/Head of School cannot resolve the issues then a complaint should be submitted, in accordance with the Centre Complaints Procedure (available in the Centre Complaints Officer ([yvettewatson@elmhousetraining.org.uk](mailto:yvettewatson@elmhousetraining.org.uk))). The Centre must be given an opportunity to address any issues that have arisen, however a refund will be issued if considered appropriate and at the sole discretion of the Centre.

**j. Overseas Students**

- i. **Visa refusal:** In a case where a prospective student is refused a student visa, the Centre will refund all fees paid less a £250.00 administration fee. However, in such an event, no refund will be made unless the Centre has received all original copies of the Centre letters of enrolment plus an original copy of refusal from the appropriate immigration authority.
- ii. No refund is permitted or shall be made if a student enters the UK on a student visa obtained based on the Centre's letters of acceptance and enrolment.
- iii. No refund is permitted or shall be made when a student decides to leave the Centre for whatever reason after an extension of a student visa has been gained through Centre facilitation.

#### **k. Refund Procedure:**

- i. If the above criteria for a refund have been met, please complete a refund request form and return to the Student Services department with all relevant paperwork. Please note that refunds may take up to 4 weeks to process.

#### **9. Fees and Loan Funding**

- a. Where a student has applied for loan funding to cover the cost of tuition fees (e.g. for Higher Education or 19+ Advanced Learning Loans payable by Student Finance England/Career Development Loan), payment of tuition fees may be deferred while the loan is processed.
- b. If the loan application is not successful, the full amount of outstanding fees will become due, and the standard Centre payment options will be available.
- c. If student loan funding received by the Centre is insufficient to meet the balance of outstanding fees (e.g. where loan payments cease following withdrawal, or the full amount of the fee is not covered by the loan), the full amount of remaining fees will become due.

#### **10. Recovery of Fees**

- a. The recovery of fees is fundamental in ensuring the future viability of the Centre, and course provision. As such the Centre will take all reasonable measures to recover all outstanding fees due.
- b. If fees are not paid within agreed timescales or instalment plans, the Centre will first send a written reminder. Students in financial difficulty should contact the Centre Finance Team and Advice Centre at the earliest opportunity to decide.
- c. The Centre reserves the right make use of debt recovery specialists to support the recovery of outstanding fees, and to include the reasonable costs of recovery as part of the overall debt.
- d. Where necessary the Centre will undertake recovery procedures through the civil courts.

## 11. Level 3 course cost

11.1 Elmhouse Training currently deliver The Level 3 Diploma in The children and Young people's workforce. This course is **£2882.00** and does not include VAT

11.2 Elmhouse Training also deliver The Level 3 Diploma in Supporting Teaching and Learning in schools. This course is £2225.00 and does not include VAT

11.3 Elmhouse Training also deliver The Level 3 Diploma in Business Administration. This course is £2573.00 and does not include VAT

11.4 Elmhouse Training also deliver The Level 3 Diploma in Adult Care. This course is £2882.00 and does not include VAT

11.5

## 12. Payment Options for the Level 3 courses

### 1. STUDENT LOANS COMPANY (SLC)

- 1.1. It is expected that students have applied for and secured funding for their course with SLC prior to induction.
- 1.2. Students who need assistance with the application process must contact the Student Services Team.
- 1.3. If a student is not eligible for funding from SLC for whatever reason then they must our alternative payment method.

Option 1: Advanced learner loan

Option 2: Advanced learner loan and part payment

Option 2: Monthly instalments

### Instalments example

**Option 1:** 10 payments of 2882.00 to be paid via standing order on the 21<sup>st</sup> of each month. On the occasion that the 21<sup>st</sup> is a weekend then the payment would be expected on the 1<sup>st</sup> working day after.

**Option 2:** 2 payments of £1441.00 to be paid via BACS

Once a learner has confirmed that they want to pay via installments you will receive a separate form that will request you to confirm that you have read the policy and agree to the terms and conditions.

You will then receive an email detailing the date you will need to make your 1<sup>st</sup> payment/ instalment. All receipts will be sent electronically.

**Payment information for Standing order and BACS will  
be emailed to the learner from the finance team**