

Policy Title Fees Policy

Author/Responsible Manager	Deputy Principal in Data, Funding and Information
Original Issue Date	2010
Approved By and Date	Corporation July 2025
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EIA Completion date	July 2025
Risk Assessment	Failure to collect fees in line with the agreed policy could
(please note here any identified risks of non-	result in loss of income or mismanagement of the
compliance with the policy)	processes

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Equality Impact Assessment				
Characteristic	No impact	Positive impact	Negative impact	Evidence
Race	\boxtimes			
Disability		\boxtimes		Ref to Student Services & Learner Services support
Gender	\boxtimes			
Pregnancy/Maternity	\boxtimes			
Religion/belief	\boxtimes			
Sexual orientation	\boxtimes			
Age	\boxtimes			
Gender reassignment				
Marriage & civil partnership	\boxtimes			
Carried out by: C Owen				

Actions required:

Action	Date	Reviewed by	Date	

1. Introduction

This policy identifies the overall College processes for collection of fees. Rates for different types of provision and different learners identified in the funding table that will be updated to reflect any changes as they occur. This policy applies to the collection of fees for courses and sundry items applicable to a course. It ensures that:

- fees are levied appropriately and consistently.
- that the College complies with Department for Education (DfE), the UK Research and Innovation and Office for Students guidance on charging fees.

This policy applies to all stakeholders liable to pay fees and to those learners who are eligible for fee remission.

The Principal is responsible for ensuring that the policy is implemented under delegated responsibility from Kendal College Corporation. The Vice Principal in Data, Funding and Information and the Director of Finance and Resources are responsible for ensuring that this policy is up to date and complies with relevant legislation and College policy. The Vice Principal in Data, Funding and Information is responsible for providing information from funding bodies that influences the College fee setting rates and for ensuring that the policy is updated in a timely manner to reflect funding changes as they arise. It is the responsibility of all staff to ensure this policy is followed and fee income collected.

2. Policy Statement

There is an expectation that all learners and/or their employers will pay all applicable fees prior to starting their course or have in place an agreed payment plan unless they meet free fee eligibility criteria. Kendal College sets full and part-time course fees considering the guidance given by the Department for Education (DfE), the UK Research and Innovation and Office for Students (OfS) and partner universities.

3. Procedure

1) Definitions

- a. <u>Full Time FE Learners</u>: A learner is classified as a full-time learner where they are enrolled on a programme identified as Full Time on the College's Curriculum Plan (Type of Provision = 'FT'). These courses are of a minimum of 580 hrs in duration.
- b. <u>Part Time FE Learners</u>: An FE learner enrolled on a programme of study under 580 guided learning hours in the academic year.
- c. <u>T-Level Learners</u>: 16-19 year olds enrolled on a two year programme designed in collaboration with employers. Equivalent to 3 A Levels, with the aim to support the young person to develop their skills, knowledge and to thrive in the workplace, a minimum of 1180 guided learning hours

2) Fee Remission

Colleges are fully funded for all 16-18 year olds and for those aged 19-24 who have Education and Health Care (EHC) plans, with support from the home local authority for students with high needs. Colleges must not charge tuition fees for these young people. Further information on funding can be found on the gov.uk website.

NOTE: Learners aged 16 -18 years, who are enrolled on study programmes funded by DFE at other institutions cannot be funded and full cost fees will apply.

Remission for Adults funded via the Adult Skills Fund (ASF) or Free Course for Jobs (FCFJ):

English and maths (up to Level 2):

Fully remitted fees are available for learners studying an English or mathematics qualification up to level 2 including (GCSE's or Functional Skills) where the learner has not previously achieved that qualification at that level.

Note a GCSE achievement refers to A*-C or a 4-9 grade.

Learners looking to improve an achieved grade or who aren't eligible for funding will pay the full cost rate of £250

Adult Skills Funded - 19-23 legal entitlement:

Individuals, aged between 19 and 23 years studying qualifications defined within the legal entitlement that haven't previously achieved a first full level 2 or a first full level 3 are entitled to the respective fee remission.

Earnings Threshold entitlement:

Unemployed, employed, or self-employed, adults enrolling onto courses up to and including level 2 (and the eligible level 3 offers (Free Course for Jobs), who's annual gross income is under £25,000 and those who are economically inactive but seeking work, will have fees fully remitted.

Level 3 Free Courses for Jobs (FCFJ) offer:

This is a targeted level 3 adult offer, aimed at courses that could help learners improve their wage outcomes and job prospects, and gain skills that employers value. Adults who meet the earnings threshold definition will be able to access fully-funded Free Course for Jobs courses as listed on the College's website.

The ability for eligible learners to take one short qualification without exhausting their eligibility. We expect this flexibility to be used where a learner could benefit from a more substantial qualification once they have completed a short qualification

To summarise:

Provision	Learner
Students undertaking English and maths learning aims up to and	Adults aged 19+
including Level 2 as part of their legal entitlement.	
Unemployed, employed, or self-employed, adults up to and including	Adults aged 19+
level 2 and the eligible level 3 offers, if you earn below £25,000	
annual gross income and those who are economically inactive but	
seeking work.	
Level 2 Legal Entitlement qualifications if your prior attainment is less	Adults aged 19-23 as at
than a full level 2	31/08/2025
Level 3 Legal Entitlement qualifications if your prior attainment is less	Adults aged 19-23 as at
than a full level 3	31/08/2025
Level 3 Free Courses For Jobs qualifications if your annual income is	Adults aged 19+
less than £25,000 and those who are economically inactive but	
seeking work.	

As a general rule the full course funding is made up of 50% tuition fee and 50% course funding from the DfE for learners on funded courses where they are not eligible for fully remitted fees.

There are also national entitlements to Digital & ESOL courses, but the College don't currently intend to run these type of course currently in 2025/26 – detail on remission is listed in Appendix 3.

Learners must complete and sign the relevant remission sections during online application.

3) Residency - Learner Status

a. Home Learner: .

The DfE have anounced on 18th June that residency eligibility will be simplified with more information to follow in July – this section will be updated once we have more information:

3. Information: Adult residency eligibility criteria simplification

To support adult learners in utilising the adult skills fund (ASF) in non-devolved areas, including free courses for jobs, the residency eligibility rules will be simplified from Friday 1 August 2025.

Individuals will be eligible for funding if they are ordinarily resident in the UK on the first day of learning and the learning is taking place in England.

There is no change to the eligibility requirements for asylum seekers.

Individuals will not be able to access ASF funding if:

- · they are here without authority or lawful status
- they are resident in the UK on a student visa, unless they are eligible through meeting any other of the categories
- they are in the UK on holiday
- · they are in the UK on a sponsorship visa
- their residence permit imposes a study prohibition or restriction

We will provide full details in an updated version of the ASF funding rules which will be published in early July.

b. Overseas Learners (non-EU):

DFE funded Adult Skills Funding Rules 2025 to 2026

Individual cases are dealt with within Student Services and CIS, reference to EU, EEA and eligible overseas dependent territories is made in Appendix 1.

Guidance on the **eligibility of EU Nationals**, Nationals of European Economic Community Countries or Irish citizens can be found here www.gov.uk/guidance/studying-in-the-uk-guidance-for-eu-students

Guidance on the eligibility to DFE funding for types of immigration status can be found her: https://www.gov.uk/government/publications/adult-skills-fund-funding-rules-2025-to-2026#eligibility

c. Learners living in other UK countries:

Wales, Scotland and Northern Ireland have their own funding arrangements. Learners with a home postcode in Scotland, Wales or Northern Ireland are therefore not entitled to ASF funding through the College and would have to be funded on a Full-Cost basis.

d. <u>Devolved Area Learners</u>:

Any learners that enrol that are resident (a home postcode) in any of the following devolved authority areas, are not entitled to ASF funding through the College and would have to be funded on a Full-Cost basis:

- Greater Manchester
- Liverpool City Region
- West Midlands
- West of England
- Tees Valley
- Cambridgeshire and Peterborough
- Greater London Authority
- North of Tyne
- South Yorkshire
- West Yorkshire
- Cornwall
- North East Combined Authority
- East Midlands Combined Authority
- York and North Yorkshire

4) Advanced Learning Loans

With the exception of advanced-level or higher Apprenticeships, the Department For Education no longer fund learning for learners aged 19 and over, at levels 3 to 6. For learners meeting the criteria, course costs are decided on an individual basis, details of which can be found under the relevant course information at http://www.kendal.ac.uk/

Learners can apply to The Student Loan Company (SLC) for an Advanced Learning Loan to pay all or part of their fees, including up to 4 A Levels. This is subject to a minimum amount of £300, and a maximum amount that is equal to the funding rates in the Learning Aims Reference Service. Where the course fee exceeds the Learning Aims Reference Service rate the learner will be expected to fund the difference.

Approval by the SLC for an Advanced Learning Loan must take place within 4 weeks of application. If approval has not been authorised within this timeframe, the student will be liable for full payment of fees and must confirm payments with the College. If payments do not occur after the 4-week period, the student will be unable to continue with their studies until payments begin. There may be the opportunity to include the cost of their kit provided the total fee charged does not exceed the Learning Aims Reference Service.

Further Information for Students is available at: https://www.gov.uk/advancedlearningloans

Qualifications and careers information is available at: www.nationalcareersservice.direct.gov.uk or helpline: 0800 100 900

5) Payment of Fees

In order to enrol, learners must show that satisfactory arrangements are in place for the settlement of tuition and exam fees. Payment options for learners who are paying their own fees are as follows:

Fees under £200 or duration of course less than 15 weeks:

Payment in full by cash, cheque or credit or debit card; or

 Documentary evidence that fees will be paid by a recognised sponsor (i.e. an official letter from funding agency/sponsor*)

Fees over £200 and duration of course 15 weeks or over:

- Payment in full by cash, cheque or credit or debit card; or
- Two instalment payments as follows:
 - 50% on enrolment by cash, cheque or debit or credit card
 - 50% by direct debit on date specified at enrolment; or
 - For courses over £999
 - 25% on enrolment by cash, cheque or debit or credit card
 - 3 equal instalments of the remainder (25% per instalment)

The final direct debit instalment must be collected at least one month prior to the end of the course

Direct Debit collection dates 5th November 5th February 5th March 5th May and 5th August.

A system generated receipt will be provided upon enrolment and this will be checked through the unpaid fees report. Any learners who are not on the register should be added by the course tutor and sent to Student Services to enrol.

A member of senior management or the Finance Manager may approve the waiving of the £200 limit in exceptional circumstances.

The above arrangements apply to all full-time, part-time and full-cost/commercial courses.

Where employers are sponsoring the training

- Documentary evidence that fees will be paid by a recognised sponsor (e.g. an official letter from funding agency/sponsor*)
- Payments are not normally available by instalment for sponsored students, however for larger sums, a payment schedule may be negotiated with the relevant Directorate.

*See section 7 for employer/sponsor payment options.

• Employer paid invoice, for part of or all the course fee

Student Finance and Advanced Loans

Student Finance applications will be monitored by Student Services and if unsuccessful, or the awarded amount does not cover the full fee amount, the learner will be contacted and requested to set up payment arrangements as above.

6) Specialist Schools

Fees for learners from specialist schools are payable by the learner's school; for full study programmes 2025/26 is £10,065 excluding learner support rates (which will be agreed separately). Individual agreements are established for each school and fees collected via invoice.

7) Employer/Sponsor Organisation Payment Options

For an employer/organisation to be invoiced for a learner's tuition fees, an email confirmation from someone who has the authority to confirm that they agree to pay the fees should be attached to the enrolment form. Alternatively, an official letter on company headed paper signed by the employer would be accepted as proof from the employer/sponsor.

If satisfactory evidence is not provided during enrolment, the College will consider the learner to be responsible for the fees and immediate payment arrangements must be put into place as above.

Sales invoices must be paid within 30 days of receipt by BACs or cheque. Alternatively, payment can be made by credit or debit card either by visiting or telephoning Student Services.

Refunds to employers will be issued in line with the refunds policy detailed on page 8. The College will not provide a refund to the employer if the learner leaves employment during the course; by agreeing to pay the learner's fees it is the responsibility of the employer to recover fees from the learner in line with their own policies and procedures.

8) Apprentices

- 1. In accordance with government funding rules, students studying an apprenticeship will not be charged any tuition, examination or registration fees, the employer is responsible for the full cost of learning not covered by government funding.
- 2. An employer can use their Levy Fund to cover the full cost of learning. If there are insufficient funds in the Levy Fund to meet the cost of learning they will have to pay a contribution of 5% of the total cost of learning ('co-investment').
- 3. An employer who does not have a Levy Fund is required to contribute to the cost of learning for apprentices aged 22 and over or 25 where they have a EHCP if they have more than 50 employees. (co-investment).
- 4. Prior to learning commencing there will be a contract in place between the College and Employer that includes the total cost of learning, the amounts payable by the employer and payment method and terms.
- 5. If at any point during or after learning has ended, an apprenticeship is deemed to not be eligible for government funding or such funding is withdrawn, the employer will be liable for the cost of the learning as detailed in the contract.
- 6. Where an apprentice attracts additional government funding in the form of an 'incentive payment', the College will make the payment to the Employer within 30 working days of receiving the funds from the DFE. The employer is responsible for the reimbursement of any incentive payments made in error, or where they or the student was or becomes ineligible for them.
- 7. Where an Apprentice changes employer, leaves learning or is made redundant the funding will cease with effect from the date of the event. It is the employer's responsibility to ensure that no further payments over the pro-rated cost are made to the college from their Digital Account

- 8. Where the cost of an apprenticeship exceeds the maximum funding band or the cost of the EPA is greater than 20% of the maximum funding band, the Employer will be charged for the additional cost.
- 9. The College reserves the right to charge a student and/or an Employer for the cost of resitting an examination or re-taking an End Point Assessment (EPA) including a £30 administration fee. This includes situations where a student has not presented themselves for examination and/or EPA and there has been a cost to the College.
- 10. The College reserves the right to charge an Employer for the cost of EPA if the student doesn't attempt the end point assessment having reached the trigger point (i.e. all elements of the programme are achieved except the EPA). This cost will be 20% of the Training Price agreed at the commencement of the programme.

Apprentices Fees – funded by Co-Investment

Employers' fees will be negotiated and confirmed during the Apprentice sign-up. A comprehensive skills scan will be undertaken by all apprentices (Standard) to establish their starting point, that may result in potential reductions in the negotiated fee. Senior managers dealing with Apprentices, can only approve negotiated fees. The Employer contribution is 5% of the negotiated fee.

Where more than 1 Apprentice starts with the same Employer, the following payment options are available:

- o 1 or 2 Apprentices, invoiced in full, payment due in 30 days by BACS or cheque
- 3 or more Apprentices, invoicing split 50% on enrolment and 50% two months after the initial invoice, payment expected in 30 days by BACS or cheque
- o For 3 or more Apprentices, payment can be also be made by direct debit:
- Two instalment payments as follows:
 - 50% on enrolment by cash, cheque or debit or credit card
 - 50% by direct debit on date specified at sign-up; or

Payment dates will be in line with those offered for learners paying their own fees, with an addition of 5th July and 5th September.

Senior managers dealing with Apprentices may approve different payment terms dependant on individual Employer circumstances.

Apprentices Fees – Levy Payer

Employers' fees will be negotiated and confirmed during the Apprentice sign-up. Payment terms and conditions will be detailed in the Training Services Contract between the Employer and Kendal College.

Apprentices – Fully Funded

The government will fund all of the apprenticeship training costs, up to the maximum value of the funding band for the apprenticeship, for Employers who do not pay the Levy, the apprentice is:

- aged between 16 and 21 years old (or 15 years old if the apprentice's 16th birthday is between the last Friday of June and 31st August)
- aged between 22 and 24 years old and either has:

- an EHC plan provided by their local authority
- or has been in the care of their local authority.

English and maths, if required for the framework or standard are fully funded by the government.

9) Remission

The Principal may exercise a discretionary power to award a fee waiver that benefits the College business. The use of this discretionary power must be recorded on the discretionary fee proforma or minutes (Appendix 2).

Staff must not under any circumstance offer or grant fee waiver.

The process for the administration of the Fee Waiver Refund form is detailed in Appendix 3.

10) Reduction in Fees Due to Recognition of Prior Learning

Adult learners may qualify for a reduction in tuition fee costs where they have already achieved an element of the qualification or transferable credits for QCF qualifications on the Qualification and Credit Framework (QCF). These must be referred to the Vice Principal (Data, Funding and Information). A reduction of fee will be applied, apportioned based on credits fully completed e.g. 3 completed credits of 9 credit qualification in total, the fee is set at 66% of the original fee, unless the student wishes to refresh those skills, the full fee will apply. The funding received from the DFE will in both cases be reduced using the funding adjustment for prior learning field, by the percentage of learning and assessment that the learner does not need.

11) Learning Support

For learners with additional learning needs attended funded courses or supported by a loan and assessment will made of the learning needs at the commencement of their programme, and suitable learning support provided.

For learners with additional needs wishing to attend full cost courses (where no public funding is available for Learning support) the learner will need to discuss with the Learning Services Manager to ascertain what support may be available and where there is the possibility to purchase any additional support.

12) Additional Fees

The College can charge 16-18 full and part-time learners for optional activities wholly or mainly outside the agreed learning programme.

Additional qualifications, outside the full-time learning programme will be reviewed for appropriateness by the relevant Director and a voluntary contribution may be requested, this will be up to 25% of the Adult fee. The College reserves the right to request payment in full where a learner subsequently withdraws without acceptable reason as judged by the relevant Director.

The College reserves the right to charge for exams and resits, including invigilation and any exam concessions and re-sits where:

- The learner does not turn up for an exam for which the College has paid, without prior agreement
- The learner is retaking an exam having failed more than once (first re-sit is free of charge)
- The learner is retaking an exam with the aim of achieving a marginal improvement in grades

The College will charge learners who fail to attend an examination or assessment, without good reason, the cost of the examination plus an administration fee of £30.

13) Staff Accessing Courses

Staff are eligible for free tuition fees on FE courses, subject to completion of an enrolment form, with the exception of teaching qualifications. The course must be studied outside of normal working hours. All awarding body and related consumable costs, where applicable as detailed in the curriculum plan, remain payable by the staff member, except where the course has been approved as continuing professional development (CPD). CPD is only available where the course is relevant to the job role. Application for CPD must be made to the Director of Learner Experience and Quality on the relevant form, and the evidence of approval MUST be attached to the enrolment form. Fees will become payable if the staff member withdraws from the course or does not achieve without a valid reason. Please note a staff member does not contribute to the overall course numbers where critical to the course running or not and a place is only available where maximum numbers have not been reached.

If the member of staff leaves within a year of completing the course they may be liable to 100% of the tuition fee, or 50% if they leave within 2 years of completing the course.

Applications for higher education courses /UCLan Partnership/Franchised must be processed through CPD. Staff enrolling on UCLan Partnership/Franchised courses may be entitled to 50% discount by UCLan. Kendal College may also contribute through assessment of staff development.

Professional Qualifications funded by the college through CPD

Where a staff member leaves the college within 1 year of completion of the course they will be require to pay 100% of the fees and within 2 years of completion of the course they will be required to pay 50% of the fees.

14) Failure to Pay Fees

Non-payment of fees may result in the learner losing access to College facilities and resources (e.g. computer and Learning Centre services) or could result in the learner being removed from the course until the outstanding debts are settled. All outstanding fees will be subject to debt recovery processes which may involve a third-party organisation and may result in debt recovery costs being added to the debt.

Direct debit agreements cancelled by the learner without prior notice will result in full, outstanding fees becoming payable immediately. The College reserves the right to charge a £15 dishonour fee for cancelled or failed direct debits.

Enrolment on a course will be refused where there are outstanding fees relating to previous enrolments or academic years. Learners will have waived their right to pay by Direct Debit and all fees must be paid in full on enrolment.

Kit and Equipment costs – if a student withdraws in the first term they will have the option of fully returning the kit or paying the full cost of the kit/equipment, this includes students who have paid for the kit/equipment through bursary payments.

Students who fail to return laptops and IT equipment provided by the College when they leave or complete will be invoiced for the cost of the IT equipment.

15) GCE A Levels

Approval from the relevant Head of Faculty must be sought for learners wishing to study an A Level alongside a full-time vocational qualification. Where a learner withdraws after 6 weeks of the programme or fails to attend examinations without mitigation the tuition and registration fee will be charged.

16) Refunds and Fee Waivers

A refund or waiver of remaining instalment payments will be applicable in the following circumstances:

- The class is cancelled by the College.
- The class day or time is changed which prevents learner attendance.
- Where a learner has paid a fee but is entitled to remission (awarding body costs may still apply).
- For courses with a duration of **5 weeks or less** the learner withdraws/ cancels and provides written notice by email or letter at least 10 working days prior to the course start date (see below for Cancellations and Withdrawals Policy for short courses).
- Where a learner transfers from one course to another, the difference in course fees will be refunded/waivered where applicable. The learner will pay the difference should there be a higher fee.
- Where a formal complaint has been upheld in relation to the quality of the course and agreed with the Principal-

Refunds will be processed within 14 working days of receipt of the payment voucher by the Finance Department.

<u>Exceptional circumstances</u>: Refunds/fee waivers outside the above criteria will only be made at the discretion of the Principal and this will only be under exceptional circumstances. Requests outside of the above criteria must be submitted to the Finance Department via an official Refund/Fee Waiver Request form (Appendix 2).

The College cannot accept responsibility for changes in learner circumstances brought about by employers, illness etc. Any claims for refunds/fee waivers in these cases will be individually assessed by the Principal whose decision is final.

The process for the administration of the Fee Waiver Refund form is detailed in Appendix 4.

17) Kendal College Bus Passes

Stagecoach - Annual bus passes, includes holidays and weekends **Eden** – Termly bus passes, weekdays only

Payments can be made in the following ways:

- Online <u>www.kendal.ac.uk/transport</u> (In full or a deposit)
- If paying with a deposit, this will be followed by two direct debit instalments.
- In cash, card or via cheque (made out to 'Kendal College') at any of the 3 campuses
- Through the Bursary Funds for low-income households who are in financial hardship.

18) Withdrawals

Cancellation/Withdrawal from Short Courses (under 2 weeks): Cancellations, withdrawals
and transfers will be accepted up to 10 working days before the start date of the course.
Transfer to an alternative course is only available if currently advertised and within the
academic calendar. All cancellations, withdrawals and requests for transfers must be made
in writing by post to the College's main site address, by email – to Student Services

Employers may substitute delegates prior to the start of the course; however additional awarding body/registration fees may apply.

All cancellations requested by the learner or employer may incur a £30 administration fee, which will be deducted from any refund due.

The College reserves the right to amend or cancel courses/events at short notice for reasons beyond its control. In the event of any course being cancelled by the College, liability is limited to the individual delegate fees paid, unless a complaint, made via the official Complaints procedure, is upheld.

2. Withdrawal – 19+ Adult Learner (courses 2-20 weeks duration) Learners will be subject to the following payment commitment.

- Withdrawal prior to the mid-point of the course a pro-rata fee will be applied for fee paying students based on the number of weeks attended and an administration fee of £30.
- Withdrawal after mid-point of the course, then full fee will be due, and learner will not be eligible for a refund.

The College reserves the right to amend or cancel courses/events at short notice for reasons beyond its control. In the event of any course being cancelled by the College, liability is limited to the individual delegate fees paid, unless a complaint, made via the official Complaints procedure, is upheld.

3. Withdrawal from long courses (over 20 weeks) & Higher Education Courses

Higher Education courses delivered in partnership with another education provider, and all directly funded Higher Education (validated provision)

Where a learner withdraws prior to, or within 3 weeks, of the course start date, a pro rata refund/fee waiver will be made based on actual attendance.

College year is split into 3 terms as follows:

- Sept to Christmas (Term 1);
- Jan to Easter (Term 2);
- April to June (Term 3)

Where a learner withdraws after 4 weeks or more and:

- During term one 25% tuition charged
- During term two 50% tuition charged
- During term three 100% tuition charged

4. Withdrawal from Courses funded by Advanced Learning loans

Learners will be subject to the same repayment schedule as outlined in 3 above but will be personally invoiced for outstanding fees as these cannot added to their Advanced Learning loan.

5. Suspended Learning

Where a learner suspends their course, they will be subject to the same fee requirements as described in 4 above and on return they will then pay the balance of the fee as stated at the beginning of their programme.

6. Additional Fees

Workshop and material fees will be refunded at the discretion of the relevant Head of Faculty.

19) Failure to Pay

The College will use appropriate debt recovery procedures where students breach the terms of an instalment agreement or an employer or sponsor liable for the fees fails to pay.

The College may exclude such students from the College and will not allow the student to complete or enrol on other courses (including in future years) until the debt is cleared. The Student disciplinary process will be enacted prior to exclusion from College for non-payment of fees.

5. Reference to other policies

Complaints Policy
Course Cancellation Policy
Staff CPD Policy

6. Documentation

Appendix 1 EU, EEA and eligible overseas dependent territories

Appendix 2 Application for Fee Waiver/Refund

Appendix 3 Government Contribution Chart 1

This Annex sets out the countries falling within the below categories as referenced in the residency eligibility section.

British Overseas Territories

- Anguilla
- Bermuda
- British Antarctic Territory
- British Indian Ocean Territory
- British Virgin Islands
- Cayman Islands
- · Falkland Islands
- Gibraltar
- Montserrat
- Pitcairn, Henderson Island, Ducie and Oeno Islands
- South Georgia and the South Sandwich Isles
- St Helena and its dependencies (Ascension and Tristan da Cunha)
- · Turks and Caicos Islands

EEA

The EEA comprises of the following countries:

• All Member States of the European Union

You can access a list of member states on the EU website.

- with respect to EEA nationality, note that any Cypriot national living on any part of the island qualifies for EU residency and is considered an EU national.
- Iceland
- Lichtenstein
- Norway

The table below lists territories that are categorised as being within the EU and or territories that are categorised as being part of the listed countries such that they satisfy our residency requirements for the purposes of the ASF funding rules.

Note: Andorra, Macau, Monaco, San Marino and the Vatican are not part of the EU or the EEA.

Denmark	The following is part of Denmark: Greenland, Faroe Islands	
Finland	The following is part of Finland and the EU: Aland islands	
France	The following is part of France and the EU: the French Overseas Department (DOMS) (Guadeloupe, Martinique, French Guiana (Guyana), Reunion and Saint-Pierre et Miquelon) The following is part of France: New Caledonia and its dependencies, French Polynesia, Saint Barthélemy	
Germany	The following is part of Germany and the EU: Tax-free port of Heligoland	
Netherlands	The following is part of the Netherlands: Antilles (Bonaire, Curacao, Saba, St Eustatius and St Maarten), Aruba	
Portugal	The following is part of Portugal and the EU: Madeira, The Azores	
Spain	The following is part of Spain and the EU: the Balearic Islands, the Canary Islands, Ceuta, Melilla	



	T		
Name:	Academic Year: 2025/26		
Course:	Course Fees: £		
Payments Received: £	Amount Outstanding: £		
Please explain why you would like to apply for a refund/waiver of outstanding fees:			
Please attach copies of any official documents/evidence that may support your application e.g. medical certificates			
Application fo	r Fee Waiver/Refund		
Learner signature: I have read the terms & conditions overleaf:	Date:		
For office use only			
Received in Finance:	Date to Principal:		
Fee Waiver Agreed: £	Signed:		
Fee Waiver Not Agreed:	Signed:		
Reason			

Refunds/Waivers of Remaining Instalment Payments-Terms & Conditions

A refund or waiver of remaining instalment payments will be applicable in the following circumstances:

- The class is cancelled by the College.
- The class day or time is changed which prevents learner attendance.
- Where a learner has paid a fee but is entitled to remission (awarding body costs may still apply).
- For courses with a duration of **under 2 weeks** -the learner withdraws/cancels and provides written notice by email or letter at least 10 working days prior to the course start date.
- Where a learner transfers from one course to another, the difference in course fees will be refunded/waivered where applicable. The learner will pay the difference should there be a higher fee.
- Where a complaint has been upheld in relation to the quality of the course.
- For Adult learners, refunds/fees will be applied as follows:

For courses 2-20 weeks in duration:

Where a learner withdraws prior to the midpoint of their course, a pro-rata refund/fee waiver will be made based on actual attendance and a £30 Admin fees charged.

For courses over 20 weeks in duration:

Withdrawal first 3 weeks pro-rata fee charged
 Withdrawal after week 4 in Term 1 25% tuition charged
 During Term 2 50% tuition charged
 Withdrawal Term 3 100% tuition charged

Refunds/fee waivers outside the above criteria will only be made at the discretion of the Principal and this will only be under exceptional circumstances.

The College cannot accept responsibility for changes in learner circumstances brought about by employers, illness etc. Any claims for refunds/fee waivers in these cases will be individually assessed by the Principal whose decision is final.

An administration fee of £30 will be deducted from all refunds where the learner has requested withdrawal, unless a complaint, made through the official Complaints procedure, has been upheld. For courses with fees of £30 or less, no refund will be due.

Please return this form as soon as possible to the following address:

Finance Department Kendal College Milnthorpe Road Kendal College LA9 5AY

Appendix 3

Government Contribution Chart 1: 19-23

- 1. English and maths for those aged 19 to 23 up to and including level 2. Must be delivered as part of the legal entitlement Fully Funded
- 2. Essential digital skills qualifications up to and including level 1. Must be delivered as part of the digital legal entitlement qualifications Fully Funded
- 3. First full level 2 entitlement (including English & maths); First full level 2 must be delivered as part of the legal entitlement qualifications Fully Funded
- 4. First full level 3 entitlement. First full level 23 must be delivered as part of the legal entitlement qualifications Fully Funded
- 5. Level 3 free courses for jobs (FCFJ) offer. For those who meet the earnings threshold or unemployed criteria Fully Funded (via ASF). For those above the earnings threshold and have not achieved a full level 3; fully funded (via ASF). For those above the earnings threshold and have achieved a full level 3; advanced learner loans
- 6. English for speakers of other languages (ESOL) learning aims up to and including level 2. For those who meet the earnings threshold or unemployed criteria Fully Funded. For those who do not meet the earnings threshold or unemployed criteria Co-Funded

Chart 2: 24+

- 1. English and maths for those up to and including level 2. Must be delivered as part of the legal entitlement Fully Funded
- 2. Essential digital skills up to and including level 1. Must be delivered as part of the digital legal entitlement qualifications Fully Funded
- 3. Level 2 and learning up to level 2 (local flexibility to L2 legal entitlement qualification as a policy addition); For those who meet the earnings threshold or unemployed criteria Fully Funded. For those who do not meet the earnings threshold or unemployed criteria Co-Funded
- 4. Learning aims up to and including level 2 (Local flexibility offer). For those who meet the earnings threshold or unemployed criteria Fully Funded. For those who do not meet the earnings threshold or unemployed criteria Co-Funded
- 5. Level 3 free courses for jobs (FCFJ) offer. For those who meet the earnings threshold or unemployed criteria Fully Funded. For those who do not meet the earnings threshold or unemployed criteria Advanced learner loans
- 6. English for speakers of other languages (ESOL) learning aims up to and including level 2. For those who meet the earnings threshold or unemployed criteria Fully Funded. For those who do not meet the earnings threshold or unemployed criteria Co-Funded