

Tuition Fee Policy 2020/21

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1.0 Tuition Fee Policy - General

1.1 General

All fees will be waived for Further Education (FE) learners aged 16-18 (full and part time).

In 2020/21 the College will charge a tuition fee for learners aged 19+ who do not qualify for tuition fee remission from the Education and Skills Funding Agency (ESFA). Examination / registration fees will be charged where applicable.

Tuition Fees are reviewed annually in line with the ESFA and Office for Students (OfS) funding assumptions and guidance from other government departments.

1.2 Employer to pay

Where the employer is to pay the fees they will be invoiced for 100% of all fees due as soon as practicable after enrolment has been completed (30 day payment terms). Where employers are paying fees in relation to Apprenticeships, a payment plan may be put in place prior to the commencement of the Apprenticeship.

Learners must provide a letter or a purchase order from their employer confirming support is available at enrolment before they are allowed to enrol via this method.

1.3 Unpaid fees

If outstanding fees are not paid by the due date(s), the College reserves the right to prevent learners from attending their programme(s) of study and / or preclude them from participating in relevant examinations / assessments and / or withhold certificates and / or barring from graduation ceremonies. Where continuing learners haven't settled outstanding fees by the end of the academic year in question, they may be prevented from re-enrolling onto the subsequent year of study via a finance block. The finance block can only be subsequently removed by written confirmation from the Finance Department.

1.4 Financial support

In cases of hardship, financial support may be available from the Discretionary Learner Support Funds for age 19+ AEB funded learners, the bursary fund for ESFA funded learners and the Advanced Learning Loan bursary for learners taking an Advanced Learner Loan. For Higher Education learners maintenance loans and other grants are available by application to the Student Finance England. Details are available from Student Finance.

1.5 Staff development

The Organisational Development and Equalities Manager will notify individual members of staff in writing of the level of financial support approved for their College programme. Financial support available is detailed in the "Continuous Professional Development (CPD) Policy" and the CPD guidance document available from the Human Resources and Organisational Development

Department or via the staff intranet. Staff must also complete and sign the “Individual Training Agreement”.

In all cases, Registry will retain a copy of this letter for forwarding to the Finance department.

Where staff have to make a contribution towards fees, (i.e. tuition and/or other fees) they shall be required to follow the principles outlined within this policy document.

1.6 Liability forms

Where learners (including staff) are not required to pay the full fees due at enrolment the learner must complete and sign the appropriate liability form stating that they accept liability for the full amount of fees due. In addition, the liability form limits the College’s liability in terms of losses suffered by learners in the event of the College breaking its agreement with the learner. Circumstances where liability forms include, but are not limited to;

- a) they take the instalment option
- b) they are paying via direct debit
- c) for HE and Advanced Learner Loan students, they are awaiting their final assessment from Student Finance England.

1.7 Waived fees

Where the College has waived tuition fees / examination / registration fees, learners will become liable for these fees if they fail to participate in the relevant examinations / assessments without just cause or do not maintain satisfactory attendance.

1.8 Variations of policy / fees

Once established, tuition fees (on the course file) can only be changed with the authority of a Senior Postholder.

1.9 Equality Impact Assessment

Having varied means and methods of payment, this policy will have no impact on the College’s commitment to equality and diversity.

2.0 Further Education (FE)

Students intended method of payment will be determined at enrolment, along with associated liability forms. The basis on which fees are to be paid, with associated liabilities are set out in sections 2.1 and 2.2.

Confirmation invoices will be sent to all learners and / or sponsors, irrespective of payment method, by 31st October (or no later than 30 days of the agreement of terms for enrolments after 30th September). Invoices will be customised to reflect the payment method indicated at enrolment and the associated terms. Appropriate adjustments will be made subsequently as and when additional information becomes available

FE funding for adults is only available for individual's resident in areas of England outside of the devolved authority areas undertaking ESFA funded AEB provision as listed in appendix A. Students residing within these areas should contact their Combined Authority to access funding for their intended study.

2.1 Advanced Learner Loans

Students intending to pay via an Advanced Learning Loan from Student Finance England (SFE) are to provide evidence of their application at enrolment. Where learners' assessments with SFE are pending, they will not be required to make a payment towards tuition fees when enrolling. Any learner who is not paying where an assessment is pending or provisional are to be made aware of the Fee liability, as set out in 2.1.1.

2.1.1 Fee Liabilities

The College's policy in terms of fee liability mirrors the SFE methodology:

A learner's total fee liability to the College is determined by confirmation of attendance at four points during the academic year, except where there is a confirmed change of circumstances, such as suspension of study or withdrawal. For learners withdrawing prior to the course end date their fee liability will be determined by date of last attendance.

For example, using approximate values for illustration purposes only, if a learner has a £1,000 loan for a ten month course from September to June and withdraws in December the liability will be $\text{£}1000/10 \text{ months (September to June)} \times 4 \text{ months (September to December)} = \text{£}400$.

Should a learner, following enrolment, be unsupported for an Advanced Learning Loan they will be able to access the fee payment methods set out in section 2.2. However, it should be noted that this option will only be available until 31 January for standard academic year programmes.

2.2 Fee Payment

All learners pay in full at the time of enrolment by cash, debit/credit card or cheque. An alternative payment method is available, as detailed in 2.2.1 and 2.2.2 below, however, final payments have to be made no later than the last day of the month before the programme ends, and in any event must take place no later than month 6 after the programme start date

2.2.1 Direct Debit

The direct debit scheme operates throughout the year and is available as a payment method where the total fee due is £100 or more, subject to the following;

- The learner is classed as a UK/EU learner, able to pay via a UK bank / building society account
- Payment at enrolment of a percentage of total fees due by cash, debit/credit card or cheque on the following basis;
 - 30% when enrolling before 1st November
 - 40% when enrolling between 1st November and 31st December
 - 50% when enrolling after 31st December
- Direct Debit being set up for between 2 and 6 months at the point of enrolment
- The first collection is to be made on or around the last day of the month after enrolment (e.g. enrolment date 5th September, 1st collection 31st October).
- The final collection can be made no later than around the last day of the month before the programme ends, and in any event must take place no later than month 6 after the programme start date

Key effects of these arrangements include:-

- For September start full year programmes, the direct debit scheme will run from October - March
- Direct debit will be available to learners enrolling throughout the academic year providing they are on programmes of at least 3 calendar months duration.

2.2.2 Invoice instalments

The invoice instalment option is available at the start of each enrolment term, where the total fees are more than £100. Learners can elect to pay in two instalments, subject to the following:

- Payment at enrolment of 50% total fees due by cash, debit/credit card or cheque
- Balance of 50% to be paid via online payment with debit or credit card, telephone payment with debit or credit card, cash or cheque by the following dates;
 - 31 January for 1st term enrolments
 - 31 March for 2nd term enrolments
 - 15 June for 3rd term enrolments

2.3 Late allocations of Learner Support Funds (where direct debit or invoice instalments are in place)

Should a learner's fee liability change due to an award from learner support funds, the learner support funds will be applied from the final instalment, working backwards. (E.g. a learner has elected to pay £120 by direct debit, equating to £20 per month for 6 months, then is subsequently awarded £60 support from learner support funds. The 6th, 5th and 4th instalment will be cancelled and the 1st, 2nd and 3rd instalments will remain as per the initial direct debit agreement).

2.4 Exam / Registration Fees

Where exam / registration fees are set and form part of the course fee fees, they are due for collection in accordance with the procedure outlined above. Where this is not the case, which is exceptional, the following procedure shall be followed:

- a) Learner to pay: 100% of exam / registration fees will be payable at the time of enrolment.
- b) Employer / sponsor to pay: Exam / registration fees will be invoiced as soon as practicable following the enrolment.

2.5 Refunds / credits / waiving fees

A reduction or waiver in fees will be applied for learners if;

- a) The College closes their class or
- b) The learner withdraws within the first two weeks of the commencement of the programme of study
- c) For learners age 19+ the learner withdraws after the first attendance confirmation, at which point they will be liable for the fee in accordance with section 2.1
- d) There are individual exceptional circumstances as approved by the Vice Principal - Finance and Corporate Services or an alternative Senior Postholder in their absence.
- e) A complaint is upheld

Where a refund of monies is due, this will be refunded to the payee of the original fees, and is subject to a £20 administration fee (unless the College cancels a course).

2.6 Scholarships

The College operates a Scholarship scheme. Full details of the scheme can be found in the "Bursaries and Scholarships Policy 2020/21".

2.7 Fee Amounts

The fee amounts charged for adult learners is based upon the ESFA Funding Guidance, which is updated annually. The fees are set out in the following sub-sections. Where sections are marked ***bold italics***, they are subject to review following the publication of the ESFA Funding Guidance for 2020/21.

2.7.1 Fully Funded Learners

The following learners will be entitled to **full funding** for their learning programme

Learners aged 19 or older for learning aims up to level 2*

- Learners who need help to move into work, progress in work or remove a barrier to getting into work and who are:

- receiving Jobseeker's Allowance (JSA) ((including those receiving National Insurance credits only) or receiving Employment and Support Allowance (ESA) and are in the work-related activity group (WRAG), or
 - receiving Universal Credit, earn either less than 16 times the National Minimum Wage a week or £330 and are determined by JobCentre Plus (JCP) as being in one of the following;
 - all work related requirements group
 - work preparation group
 - work focused interview group.
 - Individuals who have not previously attained a GCSE grades A*-C/9-4 in English and maths, studying English and maths learning aims as part of the AEB recognised suite of English and maths qualifications.
 - Individuals who are unemployed and receiving any state benefits who the College agrees is eligible for tuition fee remission and not listed above, but who want to enter employment and believe skills training will help them to do so (the learner must sign the declaration to confirm their eligibility) and;
 - earn either less than 16 times the National Minimum Wage a week or £330 and are determined by JobCentre Plus (JCP) as being in one of the following –
 - all work related requirements group
 - work preparation group
 - work focused interview group.
- The College is exercising its rights under the AEB funding rules 2019/20 in order to do this.
- Offenders in custody who are released on temporary licence (RoTL) following learning outside a prison environment and not funded through OLASS.
 - Individuals who are unemployed and on a Traineeship aged 16-24.

*level 2 for those who already have a full level 2, or above, if they are unemployed.

Learners aged 19 to 23 (The age applies on the day they actually start the learning aim, not their age at the start of the funding year.)

- Entry or level-1 aims (not English or maths) if a learner is entitled to a full level-2 qualification, in that they must have prior learning accreditation of level 1 or below, but need a step up from basic skills to progress to a full level 2.
- An individual studying their first full level-2 qualification within the AEB recognised legal entitlement list.
- An individual studying their first full level-3 qualification within the AEB recognised legal entitlement list.

2.7.2 Co-Funded Learners

The following learners will be entitled to **co-funding** for their learning programme and therefore liable for tuition and exam fees.

Learners aged 19 to 23

- A full level-2 learning aim for individuals who have attained level 2 or above in classroom learning.
- English for Speakers of Other Languages (ESOL) learning up to and including Level 2

Learners aged 24 or older for learning aims up to level 2

- Entry or level-1 aims (not English or maths) if a learner is entitled to a full level-2 qualification, in that they must have prior learning accreditation of level 1 or below, but need a step up from basic skills to progress to a full level 2.
- A full level-2 learning aim for individuals who have achieved level 2 or above delivered in classroom learning.
- English for Speakers of Other Languages (ESOL) learning up to and including Level 2 where a learner is not deemed unemployed.

Learners aged 19 or older

- Individuals on intermediate-level Apprenticeships
- Individuals on advanced-level Apprenticeships
- Individuals on Higher Apprenticeships at levels 4, 5 and 6 for their non-prescribed HE learning aims

2.7.3 Advanced Learner Loans

Where a learner is aged 19+ on a Level 3, 4, 5 or 6 programme, they may be entitled to an **Advanced Learning Loan**, with the total fee to be set ESFA published Learning Aim Reference Service (LARS) rate.

2.7.4 Tuition Fees for Provision not in scope of Advanced Learning Loans

In accordance with the most recent Funding Guidance from the ESFA, the College will seek to generate a level of tuition income for part-time and full-time learners that, across the College, relates to 50% of the assumed fee level (based on the LARS rate). Where the LARS rate to be charged could be considered to have a negative impact on learner recruitment and, as a result on the College's ability to achieve its targets, then the Senior Postholders have delegated authority to apply percentage reductions to the LARS rate and to amend fee levels for specific reasons in year.

2.7.5 Other Fees

Part-time and full-time further education tuition fees are supplemented by an 'other fee' which comprises the exam fee, plus an additional fee (where appropriate) which could cover residential fees, student materials etc. For full-time students, the other fee is £125 for the whole programme plus the additional fee as referred to above.

2.7.6 19+ Apprenticeship Fees (Employer contribution)

Fees payable by an employer in relation to training for their Apprentices will be agreed in advance of the commencement of the Apprenticeship. Both the total fees and the fee payment schedule will be provided in writing at the start of the Apprenticeship programme. Fees will take into account the requirements of the Apprenticeship Standard and Framework.

NOTE:

The Senior Postholders reserve the right to amend fee levels for specific reasons in-year.

In addition to the above, the College operates under the ESFA guidelines for fee remission as outlined in the relevant Funding Guidance 2018/19. This guidance applies to tuition fees. The College will continue to charge the „other“ fees attached to individual courses.

All Tuition Fees are rounded to the nearest pound.

3.0 Higher Education (HE)

Students intended method of payment will be determined at enrolment, with associated liability forms being completed. The basis on which fees are to be paid, with associated liabilities are set out in section 3.2. Please note: fees for Higher Level Apprenticeships are covered in 2.8.6.

Please note that in all cases a liability form must be completed at enrolment, as this liability form covers the payment of fees, along with setting the limits of the College's liability in terms of losses suffered by learners in the event of the College breaking its agreement with the learner.

All learners will be provided access to a copy of the 'UCBC Student Agreement: Entry Academic Year 2018/19' before or at enrolment. This agreement will also be available via the College website.

Confirmation invoices will be sent to all learners and / or sponsors, irrespective of payment method, by the end of the month following course commencement. Invoices will be customised to reflect the payment method indicated at enrolment and the associated terms. Appropriate adjustments will be made subsequently as and when additional information becomes available.

3.1 Common Fee

All full time undergraduate HE programmes will have a common tuition fee of £8,250. Fees are annual and payable per year of the programme, with fees for continuers set out in section 3.6 below.

3.2 Student Finance England/Wales/NI (SFE)

For students intending to pay via a tuition fee loan from SFE and where learners' assessments are pending, they will not be required to make a payment towards tuition fees when enrolling. If students require assistance completing the SFE application (to enable them to sign the liability form) then a guidance interview can be arranged.

Once the SFE has finalised the student finance application, with an outcome that results in a learner being unsupported by the SFE, they will be able to access the payment schemes in accordance with the procedure outlined in section 3.3.

Where a learner is not in receipt of the full fee due from SFE (whether by financial assessments or application amount), the balance of fees is payable, as per section 3.3.

3.2.1 Fee Liabilities

The College's policy in terms of fee liability mirrors the SLC methodology (except where an employer / sponsor pays the fees), whereby a Learner's total fee liability is determined by confirmation of attendance at three liability points during the academic year;

Date of liability	Fee Liability
Start date of term 1	25%

Start date of term 2	50%
Start date of term 3	100%

3.3 Fee Payment

All learners pay in full at the time of enrolment by cash, debit/credit card or cheque. An alternative payment method is available, as detailed in 3.3.1 and 3.3.2 below, however, final payments have to be made no later than the last day of the month before the programme ends, and in any event must take place no later than month 6 after the programme start date

3.3.1 Direct Debit

The direct debit scheme operates throughout the year and is available as a payment method where the total fee due is £500 or more, subject to the following;

- The learner is classed as a UK/EU learner, able to pay via a UK bank / building society account
- Payment at enrolment of a percentage of total fees due by cash, debit/credit card or cheque on the following basis;
 - 30% when enrolling before 1st November
 - 40% when enrolling between 1st November and 31st December
 - 50% when enrolling after 31st December
- Direct Debit being set up for between 2 and 8 months at the point of enrolment
- The first collection is to be made on the last day of the month after enrolment (e.g. enrolment date 5th September, 1st collection 31st October).
- The final collection can be made no later than around the last day of the month before the programme ends, and in any event must take place no later than month 7 after the programme start date

Key effects of these arrangements include:-

- For September start full year programmes, the direct debit scheme will run from October - April
- Direct debit will be available to learners enrolling throughout the academic year providing they are on programmes of at least 3 calendar months duration.

3.3.2 Invoice instalments

The invoice instalment option is available at the start of each enrolment term, where the total fees are more than £500. Learners can elect to pay in two instalments, subject to the following:

- Payment at enrolment of 40% total fees due by cash, debit/credit card or cheque
- Balance of 60% to be paid via online payment with debit or credit card, telephone payment with debit or credit card, cash or cheque by the following dates;
 - 30% by 31 January (or date of maintenance payment for non-September enrolments)
 - 30% by 30 April (or date of maintenance payment for non-September enrolments)

3.4 Refunds / credits / waiving fees

A reduction or waiver in fees will be applied for learners or their sponsors if;

- a) The College closes their course or
- b) The learner withdraws after the first attendance confirmation at which point they will be liable for the fee in accordance with section 3.2.1 above.
- c) There are individual exceptional circumstances as approved by the Vice Principal - Finance and Corporate Services or an alternative Senior Postholder in their absence.
- d) A complaint is upheld

Where a refund of monies is due, this will be refunded to the payee of the original fees, and is subject to a £20 administration fee (unless the College cancels a course).

3.4.1 Compensation

A learner may apply for compensation as a contribution to their maintenance costs and lost time if:

- a) The College closes their course and cannot find a suitable alternative provider or suitable alternative programme of study at Blackburn College
- b) The College closes their course and finds an alternative provider, travel to which results in additional cost to that learner

Applications, with evidence of cost and an assessment of lost time if applicable, must be submitted in writing to Complaints@blackburn.ac.uk within 1 month of leaving the College. The Complaints procedure is available on the website: <https://www.blackburn.ac.uk/about-us/corporate-information/publication-scheme/our-policies-procedures/>

3.5 HE Tuition Fees

For learners enrolling onto a HE course the fees are as follows;

- **Full time undergraduate or postgraduate** courses are £8,250 per year (excluding PGCE and LLM), with fees for a foundation year £4,900. Please note, industry year fees are 10% of the yearly fee
- **Part time undergraduate** courses are £1,200 per 20 credit module (pro-rata*)
- **Full time postgraduate LLM** are £5,400 (1 year course)
- **Part time postgraduate LLM** are £2,700 per year for the two year programme.
- **Full time PGCE fees** are £6,000 (1 year course)
- **Part time PGCE** fees are £3,000 for 3 modules per year
- **Part time credit transfers** (per module) are free of charge
- **Part time College assessments** (per module) are £120
- **Part time Accreditation of Prior Experience and/or Learning** (per module) is £325
- **Distance Learning module** (VET programme only) are £325

* For reference, part time fees for different module sizes are shown in the table below:

Module Credits	10	15	20	30	40	50	60
Fees due	£600	£900	£1,200	£1,800	£2,400	£3,000	£3,600

3.6 Continuers

Where a learner is continuing on a full time HE course and has no gap in study, the fees due are based upon those that relate to the first year of their continuous study (including foundation year courses, where the fee for Year 0 is counted as a first year of study for fee purposes). Where there is a gap in study, the fees reset the current academic year's fee, unless a waiver has been obtained in line with section 3.4. Fees for prior years are as follows;

Year of entry	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Full time undergraduate	£7,000	£7,500	£7,500	£8,250	£8,250	£8,250
Part time undergraduate (per 20 credits)	£667	£733	£867	£933	£1,075	£1,183
Full time postgraduate LLM	N/a	N/a	£4,750	£4,750	£5,400	£5,400
Part time postgraduate LLM	N/a	N/a	£2,375	£2,375	£2,700	£2,700
Full time PGCE	£6,000	£6,000	£6,000	£6,000	£6,000	£6,000
Part time PGCE	£667	£733	£867	£933	£1,075	£1,183

3.7 Bursaries

The College operates a bursaries and scholarship scheme for full-time students. Please refer to 'Bursaries and Scholarships Policy 2020/21'. If a learner who is in receipt of a bursary, transfers to another provider as a result of a course closure the College will honour that bursary in its entirety (subject to confirmation of continued eligibility, as set out in the Bursary policy).

3.8 Other Fees

Part-time Higher Education tuition fees may be supplemented by an 'other fee' which comprises the accreditation fee, plus an additional fee where appropriate) which could cover residentials, student materials, etc. If applicable this will be stated in the course information section on the College website.

4.0 International

The fee rates for overseas learners are fixed annually and are payable by all non E.U overseas learners. Overseas learners will be required to pay the fee in full before they enrol and attend classes. Learners will only be issued with an offer of a place for the specified course once all financial criteria (as defined by the UK Home Office) and academic enrolment criteria have been met. The offer letter requests payment of a £2,000 deposit, following the receipt of which the learner is issued with a Confirmation of Study (CAS), which states the learner's unique PIN on the UK Home Office Sponsor Management System. The CAS enables the learner to obtain a Tier 4 (study) visa.

Only on refusal of a visa will any refund be made. If a learner is refused a Tier 4 (study) visa the fee paid will be refunded upon receipt of the visa refusal letter and £100 will be kept as an administration fee. The refund will be made to the person who paid the deposit, either the student or students' representative, and will be made using the same payment method as the deposit payment (in all cases it will be non-cash).

For continuing learners full fees are due at enrolment. Payment options may be available (e.g. invoice instalments or direct debit) subject to prior approval, on a case by case basis, from the Finance Department

4.1 Fees

Fees due for full time courses are set out below;

Course	Level	IELTS	IELTS Minimum	Price
A-levels	3	5.5	5.0	£6,995
National diplomas	3	5.0	4.5	£7,250
International Foundation Programme	3	5.0	4.0	£8,500
Foundation Diploma in Art and Design	3/4	5.5	5.0	£8,500
Foundation Degrees. HNDs (Lancaster)	5	5.5	5.5	£9,500
Degrees	6	6.0	5.5	£9,500
HNC/D Engineering	5	5.5	5.0	£9,250
BEng Engineering	6	6.0	5.5	£9,500
HNC/D Edexcel	5	5.5	5.0	£9,000
BA Fire & Rescue Management (including practical fire training)	6	6.0	5.5	£10,995

English Foreign Language:

Course	Duration	Hours Per Week	Price (Non EU)	Price (EU)
General English	36 Weeks	17	£4,900	£3,150

4.2 Refunds

Refunds of monies paid will be made to learners if:

- a) There are individual exceptional circumstances as approved by the Vice Principal (Finance and Corporate Services) or an alternative Senior Postholder in their absence.
- b) A complaint is upheld.
- c) The deposit for overseas students will be refunded in full in the event that the College closes their class/course.
- d) A visa refusal letter is received.

All refunds are subject to a £100 administration fee.

4.3 Non-Standard or Discrete Provision

Fees for non-standard or discrete provision are set on a case by case basis, price available upon request.

4.5 Bursaries and Scholarships

The College operates a bursaries and scholarship scheme for full-time students. Please refer to "Bursaries and Scholarships Policy 2017/18".

4.5 Variations of policy / fees

Once established, tuition fees (on the course file) can only be changed with the authority of Senior Postholders. Section 4.0 may be varied to take into account specific country requirements in relation to deposits / payments in full in advance. Variations are only permitted following advance approval from a Senior Postholder.

5.0 Commercial / Full Cost

All fees will be due for full cost/commercial provision by the course deadline date, taking one of the payment options offered below. The course deadline date is specified as 3 weeks before the start date of the course. Bookings on a course are confirmed by College upon receipt of;

- a completed enrolment form,
- a payment details form and
- payment for the full amount for the course or completed direct debit form with a deposit (as set out in 5.1.1 below), by the deadline date.

5.1 Learner to pay

Payments can be made by cheque (payable to Blackburn College), by the “Book and Pay Online” system, cash or credit / debit card. In all cases the College will issue a receipt for payment except in the case of online bookings where the automated ‘transaction confirmation’ email is the receipt.

An alternative payment method is available, as detailed in 5.1.1 below, however, final payments have to be made no later than the last day of the month before the programme ends, and in any event must take place no later than month 6 after the programme start date.

5.1.1 Direct debits

Where the length of the course is more than 3 months and costing more than £100, learners (not employers / sponsors) may pay part of the fee by direct debit instalments.

- The learner is classed as a UK/EU learner, able to pay via a UK bank / building society account
- Payment at enrolment of a 30% of total fees due by cash, debit/credit card or cheque
- Direct Debit being set up for between 2 and 6 months at the point of enrolment
- The first collection is to be made on or around the last day of the month after enrolment (e.g. enrolment date 5th September, 1st collection 31st October).
- The final collection can be made no later than around the last day of the month before the programme ends, and in any event must take place no later than month 6 after the programme start date

5.2 Employer to pay

Employers/sponsors are expected to pay in full by the course deadline date, unless paying by the invoice option. Employers have the option of choosing to pay by invoice, subject to the Learners / Employer providing a sponsor letter or a purchase order from the company confirming support is available at enrolment before they are allowed to enrol via the invoice option (on 30 day terms).

Methods of payment for invoices include online payment with debit or credit card, telephone payment with debit or credit card, cash or cheque.

Bookings on a course are confirmed by the College in receipt of: a completed enrolment form, a payment form and payment for the full amount of the course by the deadline date or sponsor letter or purchase order.

5.3 Staff development

5.3.1 Non-job related commercial courses

Staff accepted on a non-job related commercial course are expected to pay tuition fees, which may be discounted dependent upon course type. Fees must be paid on or before the course deadline date (deadline dates are specified as 3 weeks prior to course commencement). All fees must be paid up-front by the book and pay online system, cheque, (payable to Blackburn College), cash or credit/debit card. In all cases staff must not attend courses that run within their normal working hours unless they obtain permission from their line manager.

5.3.2 Job-related commercial courses

Staff wanting to attend job-related full cost/commercial courses should apply in the first instance through the Commercial Team. A maximum of 2 members of staff will be allowed to 'infill' on commercial courses which have reached the minimum number requirements from external candidates. Staff applying to 'infill' on a full cost/commercial course will be issued with a course specific 'infill' form and a commercial enrolment form. These forms are to be completed and sent to their Professional Development representative who, if relevant authorisation is granted, will forward to the Organisational Development Unit (OD). Direct costs for the course will be paid from the receiving centres OD budget to the delivery centre via journal transfer.

5.4 Refunds / credits / waiving fees

Refunds of monies paid / no fees are due if:

- a) The College closes their class or
- b) The learner withdraws 4 weeks prior to course start date
- c) There are individual exceptional circumstances as approved by the Vice Principal (Finance and Corporate Services) or an alternative Senior Postholder in her absence.
- d) A complaint is upheld.

All refunds are subject to a £20 administration fee (unless the College cancels a course). Note: refunds may take up to 3 weeks to process.

5.5 Cancellations and Transfers

All cancellations must be made in writing. Where a customer cancels the agreement or requests to transfer to an alternative course or date the full cost of the course will be due, unless notice specified below is given prior to course start date:

More than 4 weeks' notice	no charge
4 weeks' notice	30% of the cost
2-3 weeks' notice	50% of the cost
1-2 weeks' notice	75% of the cost
Less than 1 weeks' notice	100% of the cost

Charges shall remain fixed for the duration of the agreement.

5.6 Other

Where the customer is to provide a venue and /or equipment, Blackburn College reserves the right to verify its suitability.

Blackburn College reserves the right to provide a substitute tutor/consultant should the nominated tutor/consultant becomes unavailable.

Blackburn College reserves the right to re-schedule any commercial programme where minimum numbers of candidates are required and not achieved.

5.7 Apprenticeships

Any Blackburn College Apprentice employer who enrolls a staff member onto a commercial course will be eligible for 10% discount off the course fee. These discounted places are limited to 2 per Apprentice employed up to a maximum of 10 places. If the 2 discounted places have already been taken by other discounted means (i.e. infill from staff or places allocated to projects / worklessness) then the employer would be expected to either pay the full rate or enrol onto the next available date. This discount cannot be used in conjunction with any other offer and may not be used for bespoke training.

5.8 16 – 18 Year Old Commercial Learners

The College will only charge ESFA learners a full cost fee where either of the following apply;

- the study is **not** related to an ESFA funded Study Programme at Blackburn College, or other institution
- it is commercial provision where they are in work and the employer is paying their fee as part of an agreement for the College to provide delivery of a course to their employees.

5.9 Commercial Tuition Fees

Tuition Fees for commercial courses are set annually as part of the business planning process, taking into consideration the cost to deliver, the minimum class size and competitor tuition fee rates.

Appendix A: Devolution of adult education functions - Combine Authorities (as relevant for 2019/20)

The Greater Manchester Combined Authority (Adult Education Functions) Order 2018 (SI 2018/1141)

The Liverpool City Region Combined Authority (Adult Education Functions) Order 2018 (SI 2018/1142)

The West of England Combined Authority (Adult Education Functions) Order 2018 (SI 2018/1143)

The West Midlands Combined Authority (Adult Education Functions) Order 2018 (SI 2018/1144)

The Tees Valley Combined Authority (Adult Education Functions) Order 2018 (SI 2018/1145)

The Cambridgeshire and Peterborough Combined Authority (Adult Education Functions) Order 2018 (SI 2018/1146)