

# **Programme and Tuition Fees Policy**

Version 2 Reviewed – 07/06/2023 Next Review – 07/06/2024

**Responsibility: Envisage Owner & Management** 

## Scope of the Policy

Envisage owner and management team set the Programme and Tuition Fees Policy by which programme, tuition and other relevant customer and/or learner fees are payable to Envisage, subject to any terms and conditions that are attached to any commercial training provision, grants, loans or other payments paid or made by any Funding bodies for education and training provision.

This policy applies to new customer and learner agreements that commence in the 2023-2024 academic year (1 August 2023 to 31 July 2024). Learners who have existing Further Education (FE.) or Student Loan Company (SLC) learner agreements will not be subject to any changes contained in this Fee Policy unless they commence a new programme of study during the 2023-24 academic year.

Where the learner is enrolled on funded programmes delivered by Envisage that is funded by the Student Finance England (through the Student Loan Company - SLC), with delivery managed by the Education & Skills Funding Agency (ESFA), Envisage will follow the SLC and ESFA fee regulations and guidance pertaining to all student loan funding and finance for learners undertaking Advanced Learning Loan qualification study. Advanced Learning Loan is available on the Envisage website: <a href="https://envisagetraining.co.uk/payment-funding">https://envisagetraining.co.uk/payment-funding</a>

For commercial training, where the client or employer is responsible for the programme fee, the the Envisage terms and conditions for the fee and payment is included in this policy and available on the Envisage website: <a href="https://envisagetraining.co.uk/payment-commercial">https://envisagetraining.co.uk/payment-commercial</a>

The Envisage Programme & Tuition Fees Policy covers commercial and funded tuition fees for training and courses due at enrolment. Customers and learners may be required to pay other charges. Typically, these may include charges for examination re-sits, optional additional unfunded training associated with the funded programme, intentional breakage or equipment damage and debt collection agency charges.

#### **Definitions**

- An Advanced Learning Loan qualification is a prescribed qualification approved by the ESFA for Advanced Learning Loan, Student Finance England delivery. These can be found on the Envisage website page: <a href="https://envisagetraining.co.uk/payment-funding">https://envisagetraining.co.uk/payment-funding</a>
- 2. All of the above qualifications are regulated by the Office of Qualifications and Examinations Regulation (Ofqual) and administered by the Student Finance England for Advanced Learner Loans and the ESFA for ESF approved SSW qualifications.
- 3. Commercial training can either be CPD updating short programmes or Ofqual regulated and YMCA/Active IQ approved qualifications. The fees set for commercial training can be based on a daily rate for delivery and/or the commercial YMCA/Active IQ approved qualification fee.

# The setting of Programme and Tuition fees

Envisage's policy, as set out in its commercial pricing, is to set prices for all education and training provision it supplies to employers and customers at a level which will:

- Enable Envisage to meet its commitment to learners, customers, employers and stakeholders to deliver outstanding professional training for the exercise and fitness sector
- Comply with all statutory funded provision requirements in regard to fee levels (learner and employer co-funded fee requirement) and regulations (where appropriate)
- Recover the full economic cost of any education and training activity, including direct, indirect, capital and recurrent costs, of CPD activities and qualification delivery
- Offer competitive commercial pricing and provide customers, learners and employers with good value
  for money on their training and qualification undertaken. This is based on the quality and effectiveness
  of delivery, the customer/learner experience and meeting employer and customer/learner business and
  professional desired outcomes

Learners, customers and employers will be provided with clear information about programmes fees and charges (where they are relevant), prior to any learner, customers or employers commitment to their identified programme.

# Learner, Customer or Employer fee liability

Prior to enrolling on any Envisage education and training programme, learners, customers and employers can find details of our course fees on the Envisage website, or for commercial (full-cost) provision, by contacting Envisage by email at <a href="mailto:info@envisagetraining.co.uk">info@envisagetraining.co.uk</a> or by contacting Envisage on 0114 223 5675. All customers and learners shall be made aware of any fees due from them in respect of the course for which they are applying.

Learners unable to provide evidence of an application for Student Finance England, Advanced Learner Loans are required to make arrangements for the payment of tuition fees via direct debit or instalment plan in order to complete their Advanced Learner loan qualification enrolment.

Learners funding their qualification via an Advanced Learner Loan, who are unable to provide evidence of an approved loan finance at enrolment will be required to pay a £100 non-negotiable refundable deposit and agree to set-up an instalment plan for their learning programme. Their instalment plan will be initiated if their 1st Advanced Learning instalment is not received when it becomes due. Any monies paid by the learner, including their deposit, will be fully refunded once the approved Advanced Learning Loan from Student Finance England is in place.

Learners that have funding applications rejected or cancelled by Student Finance England after they have started their course remain liable to pay their tuition fees (see Fee Liability Reduction or Waiver section).

#### Fee payment

Envisage will advise and inform learners on the current range of options available to support the funding of their course.

Commercial training invoices and programme fees must have been paid in full prior to any commercial commencing, unless:

- Written confirmation of liability for fees has been supplied by the employer, where invoicing based upon Envisage's 30 days business terms payment requirement
- Evidence of an application for an Advanced Learner Loan to Student Finance England can been provided
- A direct debit or Instalment agreement has been completed
- There has been approval from Envisage owner or an Envisage manager that the customer or learner can commence their programme of learning

Full or partial contribution to fees can be paid by one or more of the methods below:

- By instalment or by direct debit
- By credit or debit card
- By BACS
- By Advanced Learner Loan (for eligible FE courses) in instalments

Dishonoured or late payments may result in an administration charge to the learner, or exclusion from their programme of study, and the learner's qualification certification of completion not being released (See Non-Payment).

If arrangements to pay tuition fees (fee paying customers/learners) are not made by the learner prior to the start of the programme, the learner will not be registered with the awarding body. Envisage will make every effort to remind learners that fees are due prior to the start day of the programme of learning.

However, if these reminders are not followed-up by the fee paying customer/learner, Envisage reserve the right to not allow access to the programme learning if the appropriate tuition fee payment is not made on time.

If a fee paying learner fails to make arrangements to pay fees, or does not adhere the agreed fee payment instalment plan, the learner may be withdrawn from their programme of study. The remaining programme learning fee element that has not been adhered to as indicated in the fee payment instalment plan is still payable and the learner will still be liable to pay the balance of the programme of study tuition fees.

#### **Instalments**

Envisage offers an instalment plan for fee paying customers and learners undertaking programmes of study where the total amount payable at the point of enrolment is **£100** or more. Within the scheme there is an ability to pay up to **6** instalments, depending on the length of the course and the final payment must be paid at least a month before the end date of the course.

An instalment agreement and, unless otherwise agreed, a Standing Order mandate must be completed and signed by the learner at the point of enrolment together with the initial instalment payment. This acts as acceptance of Envisage's payment terms and conditions.

The instalment scheme is not ordinarily available to overseas customers or learners.

Envisage instalment payment plans follows the profile below based upon the programme(s) cost:

6 Month Programme			3 Month Programme		
Payment	Standard Payment	Fee Payment	Payment	Standard Payment	Fee Payment
Number	Timetable		Number	Timetable	
1.	At Enrolment	1/6 <sup>th</sup> of Fee	1.	At Enrolment	1/3 <sup>rd</sup> of Fee
2.	4 weeks after	1/6 <sup>th</sup> of Fee	2.	4 weeks after	1/3 <sup>rd</sup> of Fee
	Enrolment			Enrolment	
3	8 weeks after	1/6 <sup>th</sup> of Fee	3.	8 weeks after	1/3 <sup>rd</sup> of Fee
	Enrolment			Enrolment	
4	12 weeks after	1/6 <sup>th</sup> of Fee			
	Enrolment				
5	16 weeks after	1/6 <sup>th</sup> of Fee			
	Enrolment				
6	20 weeks after	1/6 <sup>th</sup> of Fee			
	Enrolment	1/0 01 Fee			

In the event of a failed instalment payment or cancelled Standing Order, the option of payment by instalment will cease and all outstanding fees will be due immediately. If a learner or customer knows in advance that a Standing Order will fail, it is essential that they contact the Envisage immediately to agree alternative arrangements for payment.

Learners will receive written confirmation from Envisage of Standing Order instalment dates and amounts at least ten days before the first payment is due. Reminders for individual instalments will be sent 7 days before it is due.

On an exceptional basis, where extenuating circumstances have been demonstrated, Envisage may approve an individual payment plan with a learner or a customer. If the terms of an exceptional payment instalment plan are not met, the payment plan ceases, with any outstanding balance of programme fees becoming due for immediate payment. Fee paying learners or customers experiencing financial difficulties should contact Envisage as soon as they are aware of any Standing Order payment problems.

# Employer fee liability and payment by employers/sponsors

Where employers or a sponsors are sponsoring a significant numbers of learner, this may be the subject of separate negotiations and contract terms with Envisage owner and management. Fees and payment terms and variations must be agreed with the Envisage owner, prior to any employer staff undertaking any programme of learning. These commercial agreements are referred to as "significant contracts"

Unless the learner is enrolled by Envisage through a significant contract, an authority to invoice or letter confirming liability for fees and billing details must be supplied by the employer at the point of enrolment. Unless otherwise specified, employers are liable for fees on the same terms and conditions as for commercial learners and customers.

Envisage prior to the enrolment, will raise an invoice with the learner's employer. Learner programme and tuition fees are normally due in full on the day of enrolment. Payments from learner or customer sponsors

based on are normally due to be paid to Envisage 30 days from the date of invoice. Any variance to these terms must be authorised by Envisage's owner or an Envisage manager.

## Student Finance England – Advanced Learner Loan learner funded provision

Learners funding their programme of learning via a Student Finance England – Advanced Learner Loan, will be required to provide evidence that their Advanced Learner Loan facility. This will demonstrate that Student Finance England funding is in place to confirm their registration on their course.

Learners waiting for confirmation of support from Student Finance England funding will normally be required to provide evidence that they have applied for funding from Student Finance England and will also be required to pay a non-negotiable refundable deposit of £100.00, agree to set-up a provisional instalment plan fee payment agreement and a Standing Order mandate in order to complete their programme of learning registration and enrolment. Where a Standing Order is provided this will be used to collect unpaid tuition fees if Student Finance England funding is not in place by the start of the second term. This will allow Student Finance England sufficient time to process any learner Advanced Learning Loan applications.

Learners are responsible for ensuring that their Advanced Learner Loan tuition fee support from Student Finance England is arranged in a timely manner. Envisage will provide assistance and support to learners regarding their loan applications from the point of initial enquiry about a programme of learning and as part of the IAG process through to the point of enrolment.

Learners funding their learning through an Advanced Learning Loan facility should be aware that, should the learner cease to attend their programme of learning, the amounts due in respect of tuition fees shall cease to be paid by Student Finance England to Envisage on behalf of the learner. If the learner does not resume attendance of their programme of learning within an acceptable period, the outstanding balance of tuition fees due to the Envisage will normally become immediately payable by the learner.

## Withdrawals and suspension

Envisage reserves the right to withdraw the learner from the course where the learner has missed a substantial or critical element of the course or in the case of gross misconduct.

If a learner wishes to suspend or withdraw from his/her course during the period of study due to a mitigating circumstance, then they must notify the Envisage in writing stating their reason for withdrawing or requesting an extension to their programme end-date.

In the absence of formal notification of a learner withdrawal and any unnotified period of absence by the learner from their programme lasting over 4 weeks, will without notification from the learner, result in their last formal date of attendance being deemed as their withdrawal date from their programme of learning.

Envisage is required to inform the UK Visa and Immigration Agency of the withdrawal of any learners who are enrolled on programmes with a UK Tier 4 student visa. A decision to withdraw will have an impact on Envisage's potential sponsorship and recruitment of foreign learners. Overseas learners are therefore recommended to seek advice from a Finance and Immigration advisor in these circumstances.

For learners who fully withdraw during a period of suspension, their withdrawal date will be the date at which the temporary suspension began. Separate arrangements are in place for extending learner on-programme end-dates, where learners may require to temporarily suspend their programme of learning for a range of personal reasons such as bereavement, redundancy, maternity, long term illness, or due to a disability, such as long-Covid.

#### Advanced Learner Loan and failure to attend courses

Learners funding their learning through the Student Finance England, Advanced Learner Loan facility, should be aware that if the learner ceases to attend their course (absent or uncontactable for more than 6 weeks), the tuition fees for the learner's programme of learning received by Envisage cease to be paid by Student Finance England on behalf of the learner.

In the event that the learner withdraws from the programme of learning, or does not resume attendance within an acceptable period, the outstanding balance of tuition fees not paid by Student Finance England will become immediately payable to Envisage by the learner. If this balance is not paid by the learner, Envisage may approach a Debt Collection Agency to recover the outstanding programme of learning tuition fee balance from the learner.

#### Refunds and waivers

Fees are non-refundable and due in full upon enrolment, except in the following circumstances:

- I. When Envisage has cancelled the course, in which case all fees paid will be refunded.
- II. Where a learner's personal health circumstances are so exceptional that, in the judgement of Envisage's owner, a refund and/or waiver is the most reasonable course of action. Such refunds may be subject to an administration fee.
- III. Where a learner withdraws from a long course (24 weeks +) within 14 days of teaching commencing, some of the fees paid will be refunded, or any outstanding fees will be waived. Such refunds may be subject to an administration fee (that includes administration and awarding body registration costs).
- IV. Where a complaint is upheld by Envisage's Owner and/or quality assurance lead (see Non Payment).
- V. Where a learner's complaint is referred to and upheld by a relevant education and learning agency (e.g., the Department for Education, the ESFA or Student Finance England), or subsequent litigation results in a Court Order to refund all or part of the fee.
- VI. When the enrolment is concluded off Envisage premises or by means of distance communication (i.e., online, over the phone) and the learner cancels within the 14-day cooling-off period (i.e., 14 days from enrolment date). Learners starting their programme of learning during the cooling-off period and who provide notice of withdrawal before the end of the cooling off period will be liable to pay a proportion (up to two weeks) of course tuition fees and administration fees upon withdrawal.
- VII. Where the tuition fees that a learner has paid (through their own funding or through Student Finance England) for their programme of learning is greater than their fee liability as calculated in line with the Fee liability reduction/waivers section. Such refunds will be subject to an administration fee.

Envisage will endeavour to make all refunds due within 14 days of authorisation of the refund.

Refunds will be made to the person who paid for the programme of learning, where this is different from the person who attended the course. Where possible, refunds will be processed using the original bank account payment method.

Fees will not be refunded where the programme closure is temporary or due to circumstances beyond Envisage control. This may include, but not restricted to fire, flood or other force majeure, adverse weather conditions, failure of public utilities or transport systems/networks, restrictions imposed by the government, terrorist attack or threat of, epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

## Fee liability reduction/waivers

Any request for a refund or reduced liability of tuition fees will be calculated from the last date of attendance. The following reductions shall apply in respect of each year's tuition fee:

Learners who withdraw	Learner Tuition Fee Liability
Within 14 calendar days of teaching commencing	No liability for tuition fees, a refund of fees paid, less any administration fees incurred.
After 14 calendar days of teaching commencing but before the end of the 2 <sup>nd</sup> Month (long programme > 3 months), 6 Weeks (short programme < 3months)	Liability for every month attended including the calendar month within which the learner withdraws (as per Student Finance England Advanced Learning Loan terms).

## **Learner Transfers and Deferrals**

If a notice to transfer between Advanced Learner Loan providers for the same programme of learning, the tuition fee liability for the programme of learning from which the learner is transferring from will be calculated in line with **Fee liability reduction/waivers** above. The learner will be liable for this fee liability plus the full fee for the course they are transferring to with another Advanced Learning Loan provider.

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A request from a learner whilst on a programme of learning in the current year, to defer completion of the programme of learning until the next academic year will be treated as a withdrawal, unless there are extenuating personal circumstances. When a withdrawal occurs, the learner's tuition fee liability will be calculated in line with the **Fee liability reduction/waivers** section above

## Non-payment of learner tuition fees

Learners retain ultimate responsibility for the payment of their fees and monies owing to Envisage regardless of any employer sponsorship or having Student Finance England Advanced Learner Loan funding arrangements in place.

If a learner is having problems paying tuition fees or any other monies owing, it is essential that the learner contacts Envisage as soon as possible to discuss any alternatives.

Should a learner default on, or miss an instalment payment relating to their programme of learning, Envisage will view this seriously. Any learner who fails to pay the Envisage tuition fees within 28 days following the date which they became due on, may be suspended as an active learner by Envisage until payment is made in full. If the tuition fee monies due to Envisage are not paid within 28 days following the commencement of suspension date, Envisage will be entitled to withdraw the learner from studies and to terminate the learner's programme of learning with Envisage.

Leaners will be required to attend an interview a Envisage Manager. Any decision about suspension or withdrawal of the learner by Envisage will be made by the Envisage Manager after the interview. If a learner fails to attend the scheduled interview without prior notice, this may result in a decision being made in the learners' absence. If a learner is withdrawn from their course due to non-payment and is no longer an active learner undertaking a programme of learning with Envisage, the learner will still need to pay outstanding tuition fees to Envisage.

Should payment of outstanding fees be made within a reasonable timescale, and providing that the learner has not missed any substantial/critical element of their course, the learner should be able to resume their programme of learning.

Learners with outstanding programme or learning tuition fee debt may, until all outstanding monies have been paid:

- Not be permitted to re-register for any additional programmes of learning or to continue their course
- Not be entered for assessment or examinations pertaining to the course.
- Not receive their programme of learning awarding body certificate

Envisage may charge interest or late payment fees on outstanding debts where permitted to by current funding regulations.

Envisage will refer unpaid amounts to an external agency to pursue payment. Any additional costs incurred by Envisage in the collection of the debt will be the liability of the learner and will be added to the learner's debt.

# **Complaints and appeals**

If a learner is dissatisfied with their course or learning experience whilst at Envisage these circumstances would be subject to the Envisage's complaint procedure and a formal written complaint needs to be submitted in line with Envisage's Customer Service and Complaints Handing Policy. This policy can be found on the Envisage website: <a href="https://envisagetraining.co.uk/policies">https://envisagetraining.co.uk/policies</a>

A refund (full or partial) will not always be the appropriate response to a learners concerns and alternatives to financial compensation will be considered. If, as a result of a complaint, Envisage is found after investigations to be in default of its obligations, a refund (full or partial) may be considered if alternatives are not appropriate to offer. In such circumstances, the decision to refund will require the approval of Envisage owner or an Envisage Manager.

Learners who are satisfied with their programme of learning but wish to contest their fee liability should contact the Envisage Owner or an Envisage Manager. Existing or prospective learners that wish to make a complaint about the way the policy has been followed should follow the Envisage's Customer Service and

Complaints Handing Policy which can be found on the Envisage website: <a href="https://envisagetraining.co.uk/policies">https://envisagetraining.co.uk/policies</a>

Envisage Programme and	Tuition Fees Policy	Authorised name: David Ireson
Version 2	Date this Issue: 07/06/2023	Review Due Date: 07/06/2024