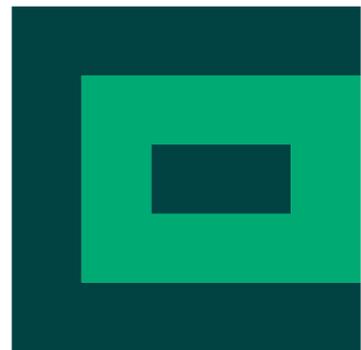


College Fee Policy

2019-2020

Guidelines for staff and students



Easton
+ Otley
College

Contents

Section number	Section	Page number
1	Context	1
2	Fees	2
3	Tuition fees	3
4	Additional costs	4
5	Exams	5
6	Payment methods	6
7	Student Loans Company for FE students	6
8	Failure to pay	7
9	Refunds	7
10	Transfers between programmes within the College	8
11	Higher education	9
12	Legal jurisdiction	11
13	Appendix 1: accommodation	12
14	Appendix 2: eligibility for FE and HE students	13
15	Appendix 3: fee schedule	14
16	Appendix 4: a guide to charging fees for FE students	15

For the purposes of this document, "the College" relates to Easton and Otley College. This document relates to all students of the College.

1 Context

1.1 Reason for charging fees

- 1.1.1 Each year the UK parliament sets aside significant sums of money to support Colleges such as our own. This money, raised through taxation, is spent on facilities for students from the UK and other parts of the European Union (EU). The money available to support programmes being studied by UK/EU students therefore consists of both the tuition fee and a public subsidy. For International students and for UK/EU students on certain courses not publicly subsidised, the only money available to support their programmes is the tuition fee. As such, the fees paid by International students (or their sponsor) and those on non-publicly funded programmes tend to be higher than the fees paid by students from the UK/EU on publicly funded courses.
- 1.1.2 The tuition fees policy has a major impact upon the educational character of the College and is therefore approved by the Governing Body.
- 1.1.3 The approach of the College to recovering fees is largely dictated by its principal funding bodies.
- 1.1.4 The College is not a business; it is classified as an exempt charity under the 2001 Further and Higher Education Act.

1.2 Objectives

- 1.2.1 This policy seeks to ensure that:
- The College's approach to tuition/additional fees is fair, equitable and clear
 - Any barriers to participation presented by tuition/additional fees is fair, equitable and clear
 - All obligations in respect of payment of fees are clearly shown

2 Fees

- 2.1.1 For the purposes of the College's fee regulations the word 'fees' shall be interpreted as: "A sum of money due to the College in respect of educational services, which include such things as tuition, assessment and examinations, academic supervision, the provision of transport and the provision of other academic services and facilities, the provision of pastoral and other extra-curricular services, accommodation and conferment of awards"
- 2.1.2 The fees for an individual student are determined with reference to the fee schedule (which is included as an appendix to this document), the student's course of study, mode of attendance and the student's fee status.
- 2.1.3 A student shall be liable to pay in full or have made arrangement to pay, either before or at enrolment, any fee due to the College.
- 2.1.4 Enrolment on a course will be refused where there are outstanding fees relating to previous enrolments.
- 2.1.5 The College relies upon information provided by the student to determine the fee to be paid. It is the student's responsibility to ensure that such information is accurate and complete and is supplied at the times required by the College. A student who knowingly withholds or tenders false information relating to his or her ability to pay a fee will have breached the College's regulations on student conduct and will be subject to the College's disciplinary procedures. This is without prejudice to any rights the College might have in respect of legal proceedings.
- 2.1.6 Fees are charged based on an individual's status at the time of enrolment. Subsequent changes to an individual's status will not affect their fee status, nor any fee that was payable at the time of enrolment, except for changes to an individual's benefits that entitle the student to fee remission before their course starts. This change in benefit entitlement must pre-date the commencement of the student's course and suitable documentary evidence will need to be provided to support this change of entitlement. Students whose benefits circumstances change prior to the start of their course may request a re-assessment of their fees.
- 2.1.7 Fees are payable annually. For example a fee will be payable for each year of a two-year course.
- 2.1.8 Agreement by the College to accept payment of any part of a fee from a sponsor does not extinguish a student's liability to pay a fee, which shall only terminate when payment is received (this does not apply to learning delivered in the workplace, and referred to as 'Employer Responsive').
- 2.1.9 It is the responsibility of the student to demonstrate at enrolment and to the College's satisfaction the existence of any sponsor and the ability of any sponsor to make a payment in respect of fees. The College, at its discretion, may refuse to recognise any sponsor where reasonable efforts have not established the existence of a sponsor or of a sponsor's ability to make a payment. The College shall notify a student of its decision to reject a sponsor.
- 2.1.10 The College reserves the right to take any reasonable steps to recover any sums due in respect of unpaid fees, which may include using an external debt collection agency.
- 2.1.11 For students transferring from one course to another, additional fees may be payable, or a refund due, depending on the course and the student circumstances.
- 2.1.12 Students attending numeracy and literacy courses and meeting 'home student' criteria, as defined by the SFA, do not have to pay fees.
- 2.1.13 Asylum Seekers – refer to latest national policy/guidance on fees.

- 2.1.14 Fees for commercial provision will be charged in accordance with the agreement of the Director of Enterprise and Marketing. (For non-Commercial Division provision, the relevant Director of Curriculum and Development will authorise) and subject to their specific terms of business which require 10 days-notice prior to course start date to cancel a course booking and receive a refund.
- 2.1.15 The College reserves the right to vary fees without notice at any time up to the commencement of a programme.

3 Tuition fees

- 3.1.1 Tuition fees are fees for enrolment, tuition, awarding body registration and assessment.
- 3.1.2 The College shall publish annually a schedule of fees separately and as an appendix to this document and the fees will be made available on the website.
- 3.1.3 Tuition fees for the amounts specified in the schedule of fees are payable each academic year or other relevant period of study as determined by the College.
- 3.1.4 Tuition fees and remission arrangements are generally determined according to either or both of the learner age and the course characteristics. In general terms, learner age differences divide into 16-18 year olds and 19 plus (for apprenticeships the classification is 19-24 and over 24). In general terms, courses are classified as FE, HE or Commercial (full-cost/self-financing where the tuition fee covers all costs of the course). Non-EU students will be charged a higher international fee.
- 3.1.5 Where students are on courses approved by our funding bodies, we will apply all prescribed fee remissions as set out in the relevant funding body guidance.
- 3.1.6 The EFA provides funding for students who are;
- Aged 16-18 at 31 August in the start year of their programme
 - Aged up to 24 who have a learning difficulty assessment or Education Health and Care plan
 - But: it does not fund those enrolled on apprenticeships
- 3.1.7 Where the student is studying on a fundable aim as defined by the Department of Education Section 96;
- No tuition fees are payable by students aged 16-18 on 31 August of the academic year the student commences their programme of study.
 - No tuition fees are payable by those aged 19 on 31 August who commenced their current programme of study in the previous academic year.
 - No tuition fees are payable by Year 11 students enrolling after the last Friday in June (provided Not in Education, Employability of Training Students (NEETS)).
- 3.1.8 The SFA provides funding for students who are;
- Aged 19 or above at 31 August of the academic year the student commences their programme of study.
 - Aged 15 or above and have left compulsory education for apprenticeships after the last Friday in June

- 3.1.9 The values of SFA and EFA approved courses are published on the Learning Aim Reference Application (LARA) for funding purposes. College fees for such courses are set mindful of these published values but are based primarily on bands of delivery resource.
- 3.1.10 Course fees are increased year on year broadly in line with inflation, as such the student may be charged slightly more in the second year of a course than the first.
- 3.1.11 In general, students progressing to the second or third year of their course will receive the same fee remission as in the previous year providing there are no breaks in study.
- 3.1.12 If in exceptional circumstances a lower fee than that shown in the Fees Schedule is paid in the first year of the programme of study, through special negotiation or in error, this will not automatically apply in subsequent years and will be subject to individual negotiation for each year or level of programme.
- 3.1.13 Although the College is prohibited from charging 16-18 year old students any course fees or fees for anything that would pose a barrier to course completion in respect of EFA funded FE courses, other costs (optional extras) may be charged and these will be made known to the student at the outset of the course.
- 3.1.14 Where a part-time course is taken in addition to a full-time programme, the fee for the part-time course, plus any applicable examination fees, is payable in addition to the fee specified in the Fees Schedule.
- 3.1.15 For Workplace Learning courses, fees will be charged as per the Fees Schedule.
- 3.1.16 Students will not be entered for their examination until all fees have been paid (or an instalment plan having been put in place).

4 Additional costs

- 4.1.1 Additional charges may be made to cover enhanced tuition, materials and consumables required for the programme of study. We will advise students of the charges and how these will be collected. These costs are in addition to any tuition and exam fees. Where an additional cost is charged, students will be given clear and concise information as to what it covers.
- 4.1.2 Students are personally responsible and liable for any examination fees in respect of proficiency tests which they may choose to sit and which are not a compulsory part of the course.
- 4.1.3 Where applicable, additional costs are payable by students of all ages.

5 Exams

5.1 Resits

- 5.1.1 Payment of tuition fees entitles a student to normally have one attempt only at that examination.
- 5.1.2 All students, regardless of status or age, will be expected to pay for any examination or unit of an examination which they do not attend without good reason.
- 5.1.3 The College reserves the right to charge for examination resits where the Awarding body makes a charge for resits. This must be paid before the College re-enters the student for the examination.
- 5.1.4 Higher Education students retaking any module assessments will be charged at 50% of the module fee multiplied by the module component weighting.

5.2 External students

- 5.2.1 An external candidate is an individual who is not enrolled at the College on a qualification delivered by the College for which the examination is requested. Where the College offers the qualification, and has students who will be sitting examinations for that qualification, the College may consider accepting an external candidate. Payment required by external candidates includes all fees due to the relevant Awarding Body and an Administration fee.

6 Payment methods

- 6.1 The payment of any fee must be made in pounds sterling
- 6.2 Payments will be accepted in cash, cheque, credit card and debit card (but not American Express). Debit and Credit Card payment will be taken at enrolment and if payment via an instalment agreement these details will be used for the subsequent instalments taken via the college's online payment system.
- 6.3 Students enrolling for courses that will be paid by a sponsor will need a letter (on headed paper) from the employer or a purchase order number together with employer contact details (preferably e-mail), to confirm this.
- 6.4 Where the total fee is less than £250 students must pay in full at the time of enrolment.
- 6.5 Where the course duration is 12 weeks or fewer, students must pay in full at the time of enrolment.
- 6.6 Where the total fee is £250 or more, and the course is more than 12 weeks in duration, students can pay via instalments. These can be either 3 termly or 8 monthly instalments set up at enrolment. If 3 termly instalment these will be at enrolment, before Christmas and then before Easter. If 8 monthly instalments the first will be at enrolment and then every month after thereafter.
- 6.7 Instalments are set up at enrolment via the college's online payments system, which uses a credit or debit card (no cash or cheque instalments will be accepted. However the first payment at enrolment can be paid via any method).
- 6.8 All instalments set with have a plan e-mailed (or posted) to the customer for their reference.
- 6.9 If a student enrolls at a later date other than the start of the academic year the instalment payments will be adjusted to take into account the later start date. However all payments need to be made before the student finishes the course (e.g. 8 monthly instalments might not be available if a student starts in January).

7 Student Loans Company for FE students

- 7.1 Students who are aged 19 and above and are studying an eligible level 3 courses can apply for a loan through the Student Loans Company to cover their fees or can pay themselves.
- 7.2 **Students wishing to use this funding route can only enrol on their course once evidence of a loan application having been made has been provided.**
Amended 7.2
Students wishing to use this funding route can only enrol on their course once evidence of a loan application having been made has been provided. If the loan is not approved within 2 weeks of course enrolment, we reserve the right to withdraw access to the course without notice or invoice students in full for the course offered if they which to continue.
- 7.3 Students must be aware that they are liable for the full fees once they have enrolled on their course regardless of sources of external funding.

8 Failure to pay

- 8.1 Any part of the fee payable by a sponsor/employer should be paid within 30 days of invoice/due date of payment. Where a sponsor's payment is outstanding for more than 30 days, the College shall have direct recourse to the student, who shall be automatically liable for any outstanding sum. This is without prejudice to the College's right to require any sponsor to pay a fee on or before enrolment.
- 8.2 Where a payment is outstanding for more than 30 days (or an instalment payment has rejected on the college's online payment system), a review of the student's individual circumstances will take place. This review will determine finance options and the student's status on the course. Non-payment of student fees in year could result in the removal of facilities (e.g. IT facilities, library facilities - depending on a review of individual circumstances), or could result in the student being removed/suspended from the programme until the outstanding debts are settled.
- 8.3 It is the student's responsibility to ensure that all documents and agreements are signed with the SFE. The SFE will cancel a loan agreement after 45 days where documents have not been provided and at this time the College will seek payment from the student.
- 8.4 A student who has been suspended for default in the payment of a fee may be re-admitted to a programme of study where payment in full of outstanding fees or confirmation of eligibility for a loan from the SLC is received. Where payment is received later than 28 days after the suspension, the student shall normally be re-admitted in the following academic year at the stage in the programme when the original suspension occurred. In exceptional circumstances, and at the discretion of the relevant Director, the student may be re-admitted in appropriate circumstances. This regulation is without prejudice to the College's right to make an arrangement for the payment of fees where a student is in default.

9 Refunds

- 9.1 The College reserves the right to cancel courses. Where the course is cancelled prior to commencement – automatic refund of all fees (no administration fee)
- 9.2 Fees will only be refunded subject to the following conditions (this does not apply to students who have paid for their fees through the Student Loans Company or students on commercial programmes):
- No refunds on courses less than 12 weeks in duration.
 - Where a student does not attend or leaves within the first two weeks following start date then a refund may be made (less administration fee).
 - Where a student is unable to continue their studies, owing to exceptional circumstances such as significant health reasons, then a refund may be made upon application with supporting medical evidence. No refund for previous terms completed or for current term/s.
 - Refunds will be issued only where written/e-mail application for such is received within 28 days of the last date of attendance.
- 9.3 All fees will be deemed to include a non-refundable £30 administration fee (deductible from refund after any pro-rata calculation, and apart from an Accommodation Deposit Return).

- 9.4 The College will not be liable for the refund of fees to students (or their sponsors) or any other financial penalty should classes be cancelled due to war, fire, strike, lock-out, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond its control
- 9.5 Any complaints regarding charges relating to course fees should be processed using the College Complaints Procedure.

10 Transfers between programmes within the College

- 10.1 Students transferring between programmes may transfer the fees that they have already paid from one programme to another, subject to the following provisions:
- If the fee for the new programme exceeds the amount paid for the original programme then the difference is payable by the student.
 - If the fee for the new programme is less than the amount paid for the original programme then the amount of any refund due is dependent upon liability dates as outlined above.
 - The date of transfer for calculating liability for fees and determining whether a refund is due will be the date that the student notifies the College of their confirmed change of programme.

11 Higher education

This document sets out the College policy concerning the charging, remission and refund of fees and associated charges relating to teaching of HE programmes. It should be read in conjunction with the earlier sections of this document which will apply unless specifically mentioned here. This policy is applicable to new and continuing students. This document also sets out the terms under which fees are paid to the College whether by students, employers, sponsors, or Student Finance England (SFE).

11.1 Home UK and home EU students

- 11.1.1 Fees will normally be published by the College no later than 1 April annually.
- 11.1.2 All Full-time students are eligible to apply for a tuition fee loan via SFE.
- 11.1.3 Part time students will be eligible to apply for a tuition fee loan from SFE if studying at least 25% of the full time equivalent
- 11.1.4 Students needing to retake modules will be charged at the rate in force for the academic year in which the modules are retaken.
- 11.1.5 Students seeking Accreditation for Prior Experiential Learning (APEL) will be charged 50% of the module fee. Students seeking Accreditation for Prior Certificated Learning (APCL) will be charged 10% of the module fee.

11.2 International students

- 11.2.1 All international students will pay the prescribed fee as published by the College.
- 11.2.2 International students will need to be able to provide proof to the UK Border Agency that they have sufficient funds to meet the tuition fee costs of their programme and to be able to financially support themselves for the duration of their programme. If the student's eligibility changes during their programme they will be re-assessed at the commencement of the new academic year.
- 11.2.3 International applicants will be required to pay a £1,000 deposit to obtain their Confirmation of Acceptance of Studies (CAS). This deposit is non-refundable. The balance of 50% of fees is due on arrival at the College with the final 50% due on invoice.

11.3 Payment of fees

- 11.3.1 Payment of fees by instalment (other than through the SFE), if agreed by the College, should be paid in either 3 termly or 8 monthly instalments on enrolment (the same as FE).
- 11.3.2 Payments are collected as per the agreement instalment plan set up at enrolment.

11.4 Fees paid by Student Finance England (SFE)

- 11.4.1 Students who expect all or part of their fees to be paid by the SFE must apply for funding prior to each year of study via Student Finance England.
- 11.4.2 The College or its partner will be notified by the SFE of students that have been approved for a tuition fee loan. The SFE will pay fees directly to the College or its partner in instalments in line with confirmed attendance dates throughout the academic year.
- 11.4.3 Where a learner elects to pay fees via a student loan, the SFE will make payments to the College or its partner per term or part term attended. It is the student's responsibility to make arrangements with the SFE in good time. Normal credit control procedures will be adopted regardless of the funding route.

11.5 Refunds of tuition fees

- 11.5.1 Students who withdraw or intercalate between the third week of their study and 31 December will be liable for 25% of the full year's tuition fee. Students who withdraw or intercalate between the 31 December and the 31 March will be liable for 50% of the full year's tuition fee. Students who withdraw or intercalate after 31 March will be liable for the full year's tuition fee.
- 11.5.2 Students withdrawing or intercalating after the end of the 2nd week, but before an application has been submitted to Student Finance England for a tuition fee loan will not be eligible to receive any funding from the Student Loans Company and will therefore be personally liable for any fees due.
- 11.5.3 Students returning to study following a period of intercalation will be charged the balance still outstanding for one full year's tuition fee.

12 Legal jurisdiction

- 12.1 Disputes under these regulations or any other regulations of the College or any contract between the College and any students shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Notes:

Correct at the time of publication. The College reserves the right to amend fee regulations to reflect revisions in guidance made by the SFA, EFA or other funding providers.

Linked policies

- Equality and Diversity
- Admissions Policy
- Learner Support Fund – policy/procedures
- Learner Behaviour and Disciplinary Policy
- Accommodation Regulations

13 Appendix 1: accommodation

The College has accommodation for 100 Further Education students on (almost) 'full-board' basis and 22 Higher Education students on a room only basis. All accommodation for 16-18 year olds is inspected against the Ofsted framework/social care standards.

13.1 Deposit

A deposit is payable in advance of the student occupying the accommodation. This is refundable at the end of the year less any amounts deducted for damages or other fees owing to the College.

13.2 Outstanding fees

If any fees remain unpaid at the end of a term, the student will not be allowed to return into College accommodation until such time as the account is cleared (unless an instalment plan is in place).

13.3 Invoicing

Further Education – Invoices will be sent for 7 day a week accommodation plus 15 meals per week (term time weeks only). Additional meals can be purchased at any of the catering outlets. **Higher Education** – Invoices will be sent based on number of weeks including Christmas & Easter holidays and half-terms on a room-only basis.

Invoices will be raised annually at the start of the year.

13.4 Bursary awards

The College commits to administering and finalising bursary awards before the first payment due date to ensure any reduction in fees is applied prior to payment being required.

13.5 Instalments

Further Education - Instalments are paid in either 3 termly or 8 monthly instalments set up using credit or debit card details at enrolment. If 3 termly instalments these will be at enrolment, before Christmas and then before Easter. If 8 monthly instalments the first will be at enrolment then the 2nd of each month commencing October through to April.

Higher Education – Instalments are paid termly based on SLC payment dates or 8 monthly instalments as above FE students

13.6 Notice periods

Unless departure is within the first two weeks of term, students are required to give 4 weeks' notice of leaving. Any underpayment of fees will still be payable. An administration fee of £30 is chargeable if any refund payment is due. 4 weeks' notice will also apply to any student who is asked to leave residencies by the College. The notice period will include Christmas, Easter and half-term weeks. A 'notice to leave' will not be accepted later than 6 weeks prior to the end of the academic year/end of the year's term.

14 Appendix 2: eligibility for FE and HE students

14.1 Home Students and International Students

14.1.1 The below is a very brief summary and for indicative guidance purposes only. For more detailed information, for HE please refer to the UKCISA website at ukcisa.org.uk, for FE please refer to the SFA website at skillsfundingagency.bis.gov.uk.

14.1.2 The Education (Fees and Awards) (England) Regulations 2007 govern the definition of 'home' (UK/EU) and 'overseas' (hereafter referred to as 'international') students for the purpose of fees. These regulations enable individual institutions to classify the fee status of students. The onus is upon individual students to satisfy the institution that they meet the criteria to be classified as home status for the purpose of fees. The College will make the final decision on whether a student is home UK, home EU, or an international student, based on the facts that the student provides. Only certain categories of students will be charged the 'home' fee.

14.1.3 Home UK Students: In order to qualify as a home UK student, the student must meet all of the following criteria:

- They must be 'settled' in the UK and Islands (Channel Islands and the Isle of Man) on the first day of the course
- They must also have been 'ordinarily resident' in the UK for the full three year period before the first day of the course
- The purpose for their residence in the UK and Islands must not have been wholly or mainly for the purpose of receiving full time education during any part of this three year period.

The following categories of students may also qualify for the 'home' fee:

- Refugees (recognised by the UK government) and their spouses/civil partners and children; and
- Persons who applied for asylum and as a result have been granted Exceptional Leave, Humanitarian Protection or Discretionary Leave, and their families.

14.1.4 Home EU students: In order to qualify as a home EU student, the student must meet all of the following criteria:

- On the first day of an academic year of the programme the student must be a national of an EU country, or the relevant family member of such a national.
- The student must have been ordinarily resident in the European Economic Area and/or Switzerland and/or the overseas territories for the three years before the first day of the course
- The main purpose for the student's residence in the EEA/Switzerland or overseas territories must not have been to receive full time education during any part of that three year period.

The following may also qualify for the 'home' EU fee:

- EEA and Swiss workers, their spouses, civil partners and children in the UK who have been resident in the EEA or Switzerland for three years.
- A child of a Turkish worker.

- 14.1.5 Students from the Channel Islands and the Isle of Man who are in receipt of an award from their Island authority for higher education are treated differently, and charged at the prevailing agreed rate for Island Students.
- 14.1.6 Self-funding students from the Channel Islands or the Isle of Man will be assessed as either 'home' or 'international' students using the criteria outlined above.
- 14.1.7 Students who do not fulfil these requirements will be classed as international students and will not be eligible to receive any form of UK public funding for their programme of study. See 6 below.

15 Appendix 3: fee schedule

15.1 Tuition fee: Co-Funded Students

- 15.1.1 The fees for co-funded students are as set out below.

Study Mode	GLH	Tuition and Exam fee
Full time (1000)	N/A	£1,700
Part time (2000)	>=175	£850
Part time (2000)	120 to 174	£650
Part time (2000)	<= 119	£500

- 15.1.2 The fees for non-funded students on core programmes (including international students) are as set out for 19+ loan rates, please refer to the College web-site or speak to a College member of staff.
- 15.1.3 For commercial courses please refer to the College web-site or speak to a College member of staff.

15.2 Accommodation Fee

- 15.2.1 Fees in Halls are for catered students. At Model Farm HE students are self-catered.

(*) This Model Farm price is based on the current 39 week year which might be changing and therefore the fee will change in accordance to this week change.

Residence
Halls En-suite (only HE Students)
Halls Standard
Model Farm (*)

15.3 International fees

- 15.3.1 FT FE Courses: £8,500 per year including exam fees.
- 15.3.2 FT HE Courses: £11,500 per year including exam fees.

16 Appendix 4: a guide to charging fees for FE students

The level of government contribution we will fund is as follows:

Provision	19 to 23 year-olds	24+, unemployed	24+, other
English and maths, up to and including Level 2 (must be delivered as part of the legal entitlement)	Fully-funded ^[1]	Fully-funded ^[1]	Fully-funded ^[1]
Level 2 (first full Level 2 must be delivered as part of the legal entitlement)	Fully-funded ^[1] (first and full)	Fully-funded	Co-funded
Learning to progress to Level 2	Fully-funded ^[2] (up to and including Level 1)	Fully-funded	Co-funded
Level 3 (first full Level 2 must be delivered as part of the legal entitlement)	Fully-funded ^[1] (first and full)	Loan-funded	Loan-funded
	Loan-funded ^[3] (previously achieved full Level 3 or above)		
Traineeship ^[4]	Fully-funded (including 16 to 24 year-olds ^[5])	n/a	n/a
English for speakers of other languages (ESOL) learning up to and including Level 2	Co-funded	Fully-funded	Co-funded
	Fully-funded - unemployed		
Learning aims up to and including Level 2, where the learner has already achieved a first full Level 2 or above	Co-funded	Fully-funded	Co-funded
	Fully-funded - unemployed		

- [1] Must be delivered as one of the English and maths, and/or first full Level 2 or first full Level 3 qualifications required in the legal entitlement.
- [2] Must be delivered as entry or Level 1 provision from local flexibility.
- [3] Availability of loans at Level 3 does not replace the legal entitlement to full funding for learners aged 19 to 23 years.
- [4] Excludes flexible element where funding depends on age and level.
- [5] 16 to 18 year-old learners must be eligible under the ESFA's young people's residency requirements.