

Fees and Invoicing Policy

Version v22.2

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Policy Owner	Senior Manager – Finance and Procurement
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Approved By	Leadership Team
Policy Relates to:	Awarding Organisation Services, End-Point Assessment Services
Policy is for the use of:	Recognised Centres, EPA Customers, TQUK Employees
Should be read in conjunction with:	Centre Agreement, EPA Agreement, Regulatory Body Materials

1. Introduction

- 1.1 This policy is provided for customers of TQUK and sets out where to find fees and pricing for various services, as well as our invoicing arrangements.
- 1.2 The aim of this policy is to outline a pricing structure and associated invoicing arrangements that are:
 - (a) Fair and appropriate and provides value for money for our customers, including Centres;
 - (b) Clear and transparent, with no hidden costs or details;
 - (c) Easily accessible for potential purchasers;
 - (d) Supportive of reasonable planning requirements of potential purchasers;
 - (e) Fit for purpose, detailed and compliant with any conditions or guidance of any Regulatory Bodies.
- 1.3 In respect of qualifications made available for purchase, TQUK shall provide clear fees and prices, categorised as the following:
 - (a) Standard Qualification (or EPA standard) Fee;
 - (b) Package Fee (where applicable);
 - (c) Associated Learner (or Apprentice) Fees;
 - (d) Mandatory Centre (or Provider) Fees.
- 1.4 An up-to-date Fees and Pricing page, covering Awarding Organisation related services is maintained on the tauk.org website.
- 1.5 An up-to-date qualification price list is maintained on the <u>tquk.org</u> website.
- 1.6 An up-to-date list of End-Point Assessment Fees is maintained on the epa.tquk.org website.

- 1.7 An up-to-date Fees and Pricing page, for TQUK ESEA and TQUK International HUBs, is maintained on the tquk.org website.
- 1.8 This document should be read in conjunction with any contractual agreements between TQUK and its customers, including but not limited to the Centre Agreement and EPA Agreement.
- 1.9 This document should also be read in conjunction with any published documentation belonging to any Regulatory Body relevant to the Services provided, including but not limited to Ofqual and ESFA documentation.

2. TQUK Internal Responsibility

2.1 The Senior Manager – Finance and Procurement is responsible for the maintenance of and compliance with this policy. If they are absent, the Responsible Officer will appoint another member of the Leadership Team to ensure all TQUK's actions and activities are in line with the content of this policy.

3. Review arrangements

- 3.1 TQUK will review this document and its associated procedures annually as part of our self-evaluation arrangements and/or in response to customer, or regulatory feedback and any trends that may emerge in the types of queries we may have received.
- 3.2 The annual review of this policy will be undertaken by the Finance and Procurement Department. Any amendments or updates to this policy will be approved by TQUK's Leadership Team.
- 3.3 If you would like to raise any points or have a query in relation to any aspect of our fees or invoicing arrangements, please contact us via the details provided at the start of this document.

4. Pricing and Fees

- 4.1 TQUK shall take all reasonable steps to publish fees and pricing relating to Clause 1.3 in advance of the qualifications being made available to purchasers.
- 4.2 Where it is not possible to publish finalised fees and pricing, such as qualifications in development, TQUK shall provide an indicative price to currently approved customers.
- 4.3 For prospective customers, TQUK shall confirm indicative prices during Business Development activities.
- 4.4 In respect of Clause 1.3, fees and pricing is provided for potential purchasers in England, but also applies to the rest the UK, and internationally outside of regions operated by TQUK International HUBs.
- 4.5 In respect of Clause 1.3, fees and pricing in this format relating to TQUK International HUBs, for potential purchasers outside of England, will be provided upon request.
- 4.6 TQUK reserves the right to review and change fees and pricing, provided that such charges cannot be increased more than once in any 12-month period. TQUK shall give written notice of any such increase to existing customers, 3 months before the proposed date of that increase.
- 4.7 Following an increase in fees and pricing, TQUK shall adjust the price of its products to reflect the change in standard price and the existing discount.

- 4.8 TQUK reserves the right to review and amend general discounts and partner discounts at any time, without the notice period outlined in Clause 4.5. Instead, TQUK shall provide reasonable notice.
- 4.9 To verify a discount, TQUK reserves the right to request additional information from the Customer or TQUK's partners for verification purposes, prior to providing the discount.
- 4.10 Should a qualification be made available as part of a package with other products or services, TQUK shall also make that qualification available for purchasing separately as well as in a package.
- 4.11 It is the Customer's responsibility to confirm that it is eligible for a partner discount for each eligible product or service, and this must be provided to TQUK in writing or during the on-boarding process.
- 4.12 Approved partner discounts shall be applied from the date of communication outlined in Clause 4.8 and TQUK shall specifically not apply partner discounts retrospectively.

5. Awarding Organisation Fees

- 5.1 Awarding Organisation fees and charges apply for any Customers contracted directly with TQUK and does not include TQUK International HUBs.
- 5.2 Fess and Pricing concerning TQUK International HUBs is published on the respective website.

Centre Recognition

- 5.3 Centre Recognition is subject to a mandatory fee, which shall be determined by the registered address of the Centre.
- 5.4 For the purpose of invoicing, prospective Centres with a registered address within the United Kingdom shall be considered "UK".
- For the purpose of invoicing, prospective Centres with a registered address outside of the United Kingdom shall be considered "International".
- TQUK may at its discretion, provide an alternative Centre Recognition fee/arrangement where a Prospective Centre is operating in a country outside of its registered address.
- In respect of Clause 5.6, Prospective Centres shall be informed of the alternative Centre Recognition fee/arrangement prior to undertaking Centre Recognition, and shall be considered as "UK" or "International" as an outcome of the alternative arrangement
- 5.8 Prospective Centres shall be quoted for Centre Recognition on or around the date of their proposal being issued.
- 5.9 The Centre Recognition process shall only commence once payment has been confirmed in full, irrespective of any instalment structure.

- 5.10 TQUK has no obligation to recognise a Prospective Centre which has paid its Centre Recognition Fee and reserves the right to reject Centre Recognition.
- 5.11 TQUK shall invoice Centres for any reasonable expenses incurred during the Centre Recognition process, including but not limited to travel and accommodation.
- 5.12 Centres shall receive 10 qualification approvals free of charge as part of the Centre Recognition process, which shall expire upon confirmation, withdrawal, or the rejection of Centre Recognition.
- 5.13 Centre Recognition Fees are subject to a 50% refund, should an application be formally rejected or withdrawn by either party at any stage.
- 5.14 Additionally, the following related fees shall be subject to a 50% refund should Clause 5.13 come into effect:
 - (a) Additional qualification approval fees
 - (b) Endorsed course approval fees
- 5.15 Unless stated, any additional fees incurred by the Prospective Centre shall be non-refundable.
- 5.16 Prospective Centres shall accept full responsibility for familiarising themselves with the requirements of Centre Recognition and Qualification Approval, including but not limited to relevant specifications, publications, guidance documents and forms.
- 5.17 TQUK may at its discretion, deduct reasonably incurred, unpaid Centre Recognition and On-Boarding costs from the refund amount in Clause 5.13 and 5.14.

Qualification Approval

- 5.18 Qualification Approval is provided on a qualification basis.
- 5.19 The point of supply for qualification approval shall be considered as once a Centre has submitted a Qualification Approval Form.
- 5.20 TQUK has no obligation to approve a qualification for a customer which has paid and reserves the right to reject qualification approval.
- 5.21 Unless provided during Centre Recognition, unsuccessful qualification approval is not subject to a refund.

Qualifications

- 5.22 Standard qualifications fees are provided on a per learner basis and include registration, certification, any qualification specific EQA activities and standard shipping.
- 5.23 The point of supply for qualification registration shall be considered as once a learner has been successfully added to TQUK's registration and certification system, irrespective of staff and payment statuses.

- 5.24 A duplicated learner or learners who are no longer undertaking a TQUK qualification may be withdrawn from the registration and certification system.
- 5.25 Certification in the context of Clause 5.22 refers to any document which meets the Certificate Requirements of TQUK's relevant Regulatory Bodies, in paper-based or digital formats.
- 5.26 TQUK reserves the right to apply reasonable shipping charges to qualification certificate orders, including but not limited to packages exceeding 2kg, international shipping, or regions outside of Great Britain which incur additional charges.

Endorsed Course Approval

- 5.27 Endorsed course approval is provided on a course basis, and any variation in course properties, shall be considered a new course.
- 5.28 The point of supply for endorsed course approval shall be considered as once a Centre Prospective Centre has submitted an Endorsed Course Approval Form.
- 5.29 TQUK has no obligation to approve an endorsed course for a customer which has paid and reserves the right to reject endorsed course approval.
- 5.30 Endorsed Course Approvals are subject to a 50% refund, should an application be formally rejected or withdrawn by either party at any stage.
- 5.31 Prospective Centres shall accept full responsibility for familiarising themselves with the requirements of Endorsed Course Approval, including but not limited to relevant policies, publications, guidance documents and forms.

Endorsed Course Certification

- 5.32 Endorsed registration fees are provided on a per learner basis and includes registration and certification, and standard shipping.
- 5.33 The point of supply for endorsed course certificates shall be considered as once a learner has been successfully submitted to TQUK for processing.
- 5.34 Endorsed registration fees are determined during the endorsed course approval process, and reflect the properties of the course, including but not limited to its size, difficulty, and subject area.
- 5.35 TQUK reserves the right to apply reasonable shipping charges to endorsed certificate orders, including but not limited to packages exceeding 2kg, international shipping, or regions outside of Great Britain which incur additional charges.

Annual Fees

- 5.36 An annual fee shall be due by default, one year following centre recognition and then each successive year, aligned with the main EQA activity date, until termination.
- 5.37 Domestic Centres which exceed the £3000 "Domestic Centre Threshold" are exempt from annual fees.
- 5.38 Domestic Centres which do not meet the Centre threshold will be invoiced the "Domestic Centre Threshold" minus qualifying "Centre Spend" within the annual period.
- 5.39 International Centres which exceed the £50,000 "International Centre Threshold" are exempt from annual fees.
- 5.40 International Centres which do not meet the Centre threshold will be invoiced the International Annual Fee.
- 5.41 Qualifying Centre Spend is inclusive of all Awarding Organisation based revenue excluding annual fees themselves, including but not limited to Qualification registration, Qualification Approval, Endorsed Course Certification, Endorsed Course Approval and EQA Activities, and shall be calculated as the net amount (ignoring VAT).
- 5.42 Qualifying Centre Spend shall specifically exclude End-Point Assessment related revenue.
- 5.43 TQUK reserves the right to charge an alternative annual fee where a change in registered address or operating country occurs during the calendar period.

Scheduled EQA activities

- 5.44 Centres shall receive one Scheduled EQA activity free of charge within one calendar period.
- 5.45 A calendar period is one year from centre recognition or one year from the previous scheduled, Continued Recognition Activity, whichever is shortest.
- 5.46 TQUK reserves the right to require multiple, scheduled EQA activities during a calendar period. All EQA activities shall be chargeable unless covered by clause 5.44.
- 5.47 Where the Centre is considered "UK", the EQA activity fee shall be inclusive of any reasonably incurred expenses.
- 5.48 Where the Centre is considered "UK", TQUK reserves the right to charge expenses for any additional expenses e.g., non-mainland travel, special requests from the Centre.
- 5.49 Where the Centre is considered "International", reasonable incurred expenses shall be charged to the Centre, including but not limited to international travel, domestic travel, and accommodation.
- 5.50 EQA activities cancelled by the Centre with less than 14 days' notice will not be refunded.
- 5.51 EQA activities cancelled by the Centre with 14 days' notice or more will be refunded upon request.

Qualification Development

- 5.52 Qualification development shall be provided on a per qualification basis.
- 5.53 The point of supply for qualification development shall be considered as once the Centre has verified the proposed qualification content and has confirmed in writing that it wishes to proceed.
- 5.54 TQUK reserves the right to invoice an alternative qualification development fee, and the advertised price is intended as a guide.
- 5.55 Any further change requests concerning qualification development content must be confirmed in writing by the Centre to TQUK.
- 5.56 TQUK reserves the right to charge any reasonable expenses incurred, as a result of changes in qualification development content in respect of Clause 5.55
- 5.57 The Qualification Development process shall only commence once payment has been confirmed in full, irrespective of any instalment structure.
- 5.58 TQUK will use reasonable endeavours to provide a qualification which is fit for purpose and in line with the proposed content, subject to the requirements and timeframes of any Regulatory Bodies, including but not limited to Ofqual and the ESFA. TQUK shall specifically not be liable for any delays or unavailability of approved funding schemes.
- 5.59 Unless agreed otherwise, qualification development is provided on a non-exclusive basis and shall be made available to other Centres for the purpose of Registration and Certification.
- 5.60 All Intellectual Property Rights of the qualification and all other rights in the TQUK materials shall be owned by TQUK.
- 5.61 TQUK reserves the right to withdraw a qualification at any time in line with the requirements of its Regulatory Bodies, including but not limited to as a result of low uptake.
- 5.62 TQUK reserves the right to charge a fee for the ongoing maintenance of any qualification development, which shall be agreed and linked to the supply as outlined in Clause 5.53

6. End-Point Assessment Fees

End-Point Assessment Confirmation

6.1 TQUK shall provide a service to confirm Training Providers as suitable for presenting apprentices for EPA free of charge.

End-Point Assessment Fees

- 6.2 In contracting with TQUK, the provider warrants that it is acting as an agent in passing the payment to the End-Point Assessment organisation.
- TQUK shall publish and maintain a pricing structure based upon eligible End-Point Assessment costs, which shall typically not exceed 20% of the maximum funding band of the standard.

- 6.4 Advertised fees are developed with consideration of the following:
 - a) Individual assessment components detailed with the published Assessment plan;
 - b) All associated costs linked to Registration, Administration and Assessment of all assessment components inclusive of retakes or re-sits;
 - c) Design, Development and Implementation of all assessment instruments inclusive of review and maintenance;
 - d) Support, Guidance and Mock Assessment materials and wider support offer;
 - e) Costs associated with supporting special arrangements to ensure fair assessment practice
 - f) To ensure a robust and consistent Internal Quality Assurance process, inclusive of standardisation
- 6.5 Advertised fees do not include costs associated with:
 - a) Recruitment, onboarding and general training of EPA Assessors;
 - b) Marketing materials of promotional items;
 - c) Other products or services that are not related to EPA delivery.
- Advertised Fees are based upon the EPA assessment being carried out once, using remote technology where permitted and available, or in the event of face-to-face assessment, taking place on the same day. Additional charges are outlined below.
- 6.7 End-Point Assessment Fees are subject to negotiation between TQUK and the Employer.
- Apprentices may be transferred to TQUK from another EPAO, subject to approval. Apprentices must complete all End-Point Assessment components with TQUK, and the full cost of the EPA service will be charged.
- 6.9 For the purpose of providing a "Standard Qualification Fee", in relation to the requirements of any relevant regulatory bodies, a "Standard Qualification Fee" is calculated by combining the EPA Registration Fee and EPA Gateway Fee for the standard.

Registration

- 6.10 EPA Registration Fees are provided on a per Apprentice, and per standard basis and includes registration, access to systems, resources, and support materials.
- 6.11 The point of supply for EPA registration shall be considered as once an Apprentice has been successfully added to TQUK's EPA system.
- 6.12 Duplicated Apprentices or Apprentices who are no longer undertaking a TQUK Apprenticeship standard may be withdrawn from the EPA system.

Gateway

- 6.13 EPA Gateway Fees are provided on a per Apprentice, and per standard basis and includes gateway administration/review, assessor allocation, assessment planning, assessment components and completion/certification (if applicable).
- The point of supply for EPA gateway fees shall be considered as once an Apprentice has been submitted to Gateway on the EPA system by the Training Provider or Employer, irrespective of "Gateway Status".
- Apprentices who have been submitted for gateway are eligible for a partial refund to the training provider if withdrawn. The refund will be calculated and proportioned in line with assessments not undertaken, factoring in administrative services already provided.
- 6.16 No refunds will be provided for any Apprentices who have undertaken all assessment components of an EPA standard.
- 6.17 For the purposes of this policy, voided assessment and cancelled assessment without notice shall be considered undertaken, in addition to assessment "grades".

Additional Fees

- An alternative Face to Face EPA Gateway Fee shall apply where the employer, via the training provider, has requested assessment to be carried out on-site as an overall preference for the Apprentice.
- 6.19 Re-sits and retakes of individual assessment components are provided within the EPA Retake Fees document and are proportionate to the assessment component and the assessment preference.
- 6.20 Cancellation fees shall apply where any confirmed assessment components or planning meetings are:
 - (a) Cancelled by the training provider, employer, or apprentice with less than 5 working days' notice; OR
 - (b) Not attended by the Apprentice; OR
 - (c) Subject to a late submission of a project, after the agreed deadline.
- 6.21 Cancellation fees for assessment components are provided within the EPA Retake Fees document and are proportionate to the assessment component and the assessment preference.
- 6.22 Invigilation surcharges for assessment components are provided within the EPA Retake Fees document and are proportionate to the assessment component and the assessment preference.
- 6.23 Where an extra day is required to undertake planned face to face assessment, TQUK reserves the right to charge an "Additional Assessment Day surcharge" per affected Apprentice.
- 6.24 Appeals are subject to an Appeal fee, which is outlined on the tquk.org and epa.tquk.org websites. Upheld Appeals shall be refunded to the customer in the form of a credit note.
- 7. Invoicing/Payment Procedures

Awarding Organisation Services

- 7.1 For qualification orders, customers shall receive either:
 - (a) A consolidated monthly invoice containing qualification orders submitted during that month; or
 - (b) Individual invoices upon TQUK receiving an order, no later than 5 working days later.
- 7.2 For all other Awarding organisation related services, customers shall receive invoices upon TQUK receiving an order, no later than 5 working days.

End Point Assessment Services

7.3 End-Point Assessment Customers shall receive a consolidated monthly invoice containing fees for End-Point Assessment services provided during that month.

General

- 7.4 All invoices shall contain sufficient information for VAT record keeping and payment, including but not limited to:
 - (a) Details of the product/service;
 - (b) Our bank details;
 - (c) The VAT amount;
 - (d) The total amount;
 - (e) The invoice date;
 - (f) Our payment terms;
 - (g) Customer details.
- 7.5 Additional information may be provided within the invoice, and in any relevant supplementary documentation which shall be included with the invoice. This includes:
 - (a) Individual learner/apprentice details
 - (b) Purchase order number (if provided)
 - (c) Order references
- 7.6 The customer must take full responsibility for informing TQUK if a purchase order number process is in place, including it when placing an order, and agrees that any failure to raise a purchase order does not prevent TQUK from raising invoices or suspending services in the event of non-payment.
- 7.7 Payment terms are 30 days from the invoice date unless otherwise stated.
- 7.8 On receipt of full payment, TQUK shall update its records to show payment has been received.
- 7.9 Unless agreed otherwise, only goods and services relating to consolidated monthly invoices shall be provided prior to payment. All other goods and services shall be provided once payment has been received.
- 7.10 Failure to pay an invoice in full within its due date may result in the suspension of both related and unrelated goods and services.

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- 7.11 TQUK reserves the right to proceed with formal debt collection and recovery procedures, including the issue of a Letter Before Action, and in severe cases, the termination of any contractual arrangement between TQUK and the Centre/Provider.
- 7.12 Customers are obliged to accept full liability in communicating truthful and accurate information regarding the funding schemes of their qualifications and levy status of employers, for the purpose of TQUK invoicing an appropriate level of VAT.
- 7.13 All amounts and fees stated or referred to shall be payable in pounds sterling and are exclusive of value added tax, which shall be added to invoices at the appropriate rate.

8. Refunds

- 8.1 Unless specifically stated, as in the case of unsuccessful centre recognition or End-Point Assessment registrations, TQUK is unable to provide a refund for its products or services but may, at its discretion, be able to offer a product of similar type and value.
- 8.2 All refunds for Recognised Centres and Recognised EPA Providers shall be provided in the form of a credit note. TQUK may at its discretion, convert a credit note into a cash refund and be allocate against future TQUK orders.
- 8.3 Qualification licences have no cash value and cannot be credited, refunded, or exchanged for other qualification licences.
- 8.4 Refunds shall specifically not be provided for partner discounts which have not been communicated to TQUK in line with Clause 4.10.
- 8.5 Refunds shall specifically not be provided where the Customer has provided false or inaccurate information regarding funding schemes to TQUK in line with Clause 7.12.
- 8.6 Upon Centre Withdrawal, all remaining qualification licences are invalid, and shall not be redeemable if applying for Centre Recognition in the future.

9. Record-Keeping

9.1 TQUK shall keep electronic records of all invoices for at least 6 years from the end of the financial period.