



Weston College **Group**

**SUB-CONTRACTING
Fees and Charges Policy 2022/23**

SUB-CONTRACTING Fees and Charges Policy 2022/23

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Change Control

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| Version: | 1.5 |
| Date approved by CLB: | 14/05/2021 (v1.1) |
| Date approved by Corporation: | 08/07/2021 (v1.1) |
| Name of policy holder: | Becky Morris – Head of Compliance and Project Operations |
| Date issued: | May 2022 (this version) |
| Review date: | July 2022 (or if adding new partners) |

| Version | Type | Date | History |
|---------|--------|------------|--|
| 1.0 | New | July 2020 | N/a |
| 1.1 | Review | July 2021 | Four additional partners added. No other changes. |
| 1.2 | Review | Sept. 2021 | Partners updated |
| 1.3 | Review | Mar. 2022 | Updated with in-year changes - Values updated |
| 1.4 | Review | May 2022 | Updated to include new partner - Partner added – policy updated in-year to cover period until end of August 2022 |
| 1.5 | Review | June 2022 | Update for new academic year - Partners for contract year updated and payment section updated to include clawback of funding |

This policy applies to Weston College Group and all wholly owned subsidiary companies of the Weston College Corporation which include OLASS, Forward Futures, SOMAX, Releasing New Potential, Inspirational Events and Investments

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1 PURPOSE

- 1.1 Prior to undertaking subcontracting activity, it is mandatory to have in place a Fees and Charges Policy.
- 1.2 The content of this policy has been developed in line with published funding guidance and is reviewed on an annual basis.

2 SCOPE

- 2.1 The policy applies to all supply chain activity supported with funds supplied by the Education and Skills Funding Agency (including the European Social Fund) or any successor organisations.

3 POLICY STATEMENT

- 3.1 The College will use its supply chains to optimise the impact and effectiveness of service delivery to the end user. The college will therefore ensure that:
 - Supply chain management activities comply with the principles of best practice in the skills sector. In particular they will be guided by the principles given in the LSIS publication “Supply Chain Management – a good practice guide for the post-16 skills sector” (Nov 2012 and subsequent iterations)
 - The college will at all times undertake fair and transparent procurement activities, conducting robust due diligence procedures on potential subcontractors to ensure compliance with the Common Accord at all levels and to ensure the highest quality of learning delivery is made available, demonstrating value for money and a positive impact on learner lives.
 - The funding that is retained by the college will be related to the costs of the services provided. These services, and the levels of funding being retained for them, will be clearly documented and agreed by all parties. The rates of such retained funding will be commercially viable for both sides and will be negotiated and agreed in a fair and transparent manner. They will be proportionate to the actual services being provided.
 - Where disputes between supply chain partners cannot be resolved through mutually agreed internal resolution procedures, the college will submit to independent outside arbitration or mediation and abide by its findings. Contract documents will require both parties to agree that the achievements of supply chains are attained through adherence to both the letter and spirit of contracts or partnerships. Signatories therefore commit that all discussions, communications, negotiations and actions undertaken to build, maintain and develop supply chains will be conducted in good faith in accordance with the Overarching Principle.
 - This policy is in line with the Equality and Diversity Policy of Weston College.

4 RATIONALE FOR SUB-CONTRACTING

- 4.1 The College engages with sub-contractors to better meet customer needs. Reasons are varied but could be:
 - To provide niche provision delivered in smaller community environments which is differentiated from mainstream and uses a wide range of delivery settings and innovative curriculum design.
 - To enhance the mix and balance of provision available within the West of England and the catchment area of the College;
 - To enhance programme or apprenticeship delivery through the specific skills and expertise of partner organisations;
 - To address the skills gaps by taking a learner-centred inclusive approach.

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5 QUALITY ASSURANCE

- 5.1 Sub-contracted activity is a fundamental part of the College's provision. The quality of the provision will be monitored and managed through the existing College QA processes and procedures, as amended in order to fully encompass all sub contracted activity. Such processes include:
- Self-Assessment;
 - Quality Review Board;
 - Lesson Observations;
 - Spot-checks;
 - File-checks.
- 5.2 This Policy positions sub-contracted provision as a core part of College activity to enable continuous improvements in the quality of teaching and learning for both the college and its subcontractor's. This will be achieved through the sharing of effective practice across the supply chain, through the Account Management function, a dedicated Quality Team, Partner Briefing Events and the Self-Assessment Report process.

6 PUBLICATION OF INFORMATION RELATING TO SUB-CONTRACTING

- 6.1 In compliance with Education and Skills Funding Agency rules that apply, the College will publish its sub-contracting fees and charges policy and actual end-of-year sub-contracting fees and charges on its website before the start of each academic year (and in the case of actual end of year data, as required by ESFA). This will only relate to 'provision subcontracting' i.e. subcontracted delivery of full programmes or frameworks. It will not include the delivery of a service as part of the delivery of a programme (for example, buying the delivery of part of an Apprenticeship framework or outreach support).
- 6.2 The College will ensure all actual and potential subcontractors have sight of this policy and any other relevant documents.
- 6.3 Appendix 3 sets out the partners whom we will sub-contract with during this academic year.

7 RETAINED FUNDING

- 7.1 20% of the contract value will be retained by Weston College to cover services provided -full details are set out in Appendix 1.
- 7.2 The 20% is made up of the following values:
- 2.5% for safeguarding monitoring and review, H&S monitoring/ review and student welfare monitoring and review this in line with the ESFA requirement to monitor learner's health, wellbeing and safety.
 - 5% for quality assurance monitoring/improvement, workforce development, learner voice collection and analysis and reporting this is line with the ESFA requirement to monitor the quality of teaching, learning and assessment.
 - 5% for managing contractual arrangements, undertaking monthly reviews and desktop audits, and undertake compliance activities on a monthly basis in line with the ESFA requirements for account management.
 - 5% for administrative and back office service support such as MIS, finance, marketing, exams and IT
 - 2.5% for high level leadership and management support
- 7.3 For Prince's Trust provision 15% of the contract value will be retained by Weston College to cover services provided -full details are set out in Appendix 2.
- 7.4 The 15% is made up of the following values:
- 3% for safeguarding monitoring and review, H&S monitoring/ review and student welfare monitoring and review this in line with the ESFA requirement to monitor learner's health, wellbeing and safety.
 - 3% for quality assurance monitoring/improvement, workforce development, learner voice collection and analysis and reporting this is line with the ESFA requirement to monitor the quality of teaching, learning and assessment.
 - 3% for managing contractual arrangements, undertaking monthly reviews and desktop audits, and undertake compliance activities on a monthly basis in line with the ESFA requirements for account management.

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- 3% for administrative and back-office service support such as MIS, finance, marketing, exams and IT
- 3% for high level leadership and management support

7.5 Any variance to the above for apprenticeship contracts, where only part of the delivery is sub-contracted, will be reflected in the individual contracts for those providers

8 ADDITIONAL SUPPORT FOR SUB CONTRACTORS

8.1 The precise additional support given will be negotiated with that sub-contractor, but will be based on a 'risk band' approach and may include:

- Additional site visits
- Additional lesson observation
- Additional tutor support
- More rigorous verification

9 ADDITIONAL CHARGES PER LEARNER

9.1 The College may also retain funding to cover the cost of any funded activity that it might undertake on behalf of the sub-contractor such as:

- Awarding Organisation fees and charges
- Hiring of facilities/equipment within/from the College
- Internal Verification

10 PAYMENTS

10.1 Subject to Weston College receiving all necessary paperwork from the Subcontractor and subsequent payment in full from the Agency or the Employer, Weston will pay the Subcontractor within 30 calendar days of receipt of valid paperwork from the Subcontractor (in arrears).

10.2 Weston College will withhold, suspend or set off an appropriate proportion of the funding due in the event of non-completion of a Programme or a fraction of a Programme by the Subcontractor in a preceding Month.

10.3 Payment may be delayed as a result of:

- Late submission of evidence;
- Submission of inaccurate evidence;
- Submission of incomplete evidence;

10.4 Payments are normally reconciled on an ongoing basis.

10.5 If Weston College has paid funding to the Subcontractor in relation to any Learner who is subsequently deemed not to be eligible in whole or part for payment of the Funding or the Agency considers that the Subcontractor has failed to deliver, the College will clawback the funding previously paid to the Subcontractor in relation to the Learner.

10.6 At the sole discretion of Weston College, such refund will either be (i) payable upon demand within 30 days of notice by Weston College to the Subcontractor or (ii) may be deducted by the College from the funding payable in relation to the subsequent Month.

10.7 If the Agency or an Employer, for any reason whatsoever refuses or fails to pay the fees of any Funded Learner, Weston College shall be under no obligation to pay any part of the funding relating to that Funded Learner to the Subcontractor and any part of the funding relating to the said Funded Learner which has been paid to the Subcontractor by Weston College shall be fully refunded to Weston College by the Subcontractor in accordance with the repayment provisions.

10.8 If there is any change to the value of the Funding per Learner to Weston College, Weston College shall apply the change in Funding paid to the Subcontractor from the date on which the Funding rate is changed by the Agency.

10.9 Partners will normally be paid within 30 days (a month in arrears) subject to the timely submission of full and accurate evidence.

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11 APPENDIX 1 – RETAINED FUNDING BREAKDOWN

| Breakdown of Retained Funding | | | |
|---|---|--------------------------------------|--|
| ESFA Requirement | Services Provided by Weston College | Specific Cost as % of contract value | Material expenses relevant to the Retained Funding |
| Monitoring of the learners health, wellbeing and safety | Safeguarding monitoring and review H&S monitoring and review Student welfare monitoring and review | 2.5 | Safeguarding - attendance review and follow ups Safeguarding - dedicated safeguarding lead Safeguarding - training and monitoring as required Health and Safety - high level monitoring and reporting |
| Monitoring of the quality of teaching, learning and assessment | Quality Assurance monitoring/improvement Workforce development Learner voice collection, analysis and reporting | 5 | QA monitoring - lesson/session observations/feedback/reporting Workforce development - provision of Weston College INSET/training Learner voice - surveying, analysing and reporting QA monitoring - monthly progress and achievement rate reviews |
| Account Management | Manage contractual arrangements, undertake monthly reviews, and desktop audits. Undertake compliance activities on a monthly basis in line with partner risk rating. | 5 | Account Manager -Monthly review meetings Account Manager - Spot checks Account Manager - Learner Interviews Account Manager - Achievement Monitoring |
| Administration and back office service support | MIS/Finance/Marketing/Exams/IT | 5 | MIS - monthly ILR reconciliations MIS - data inputting (learner details, etc) MIS - learner eligibility checking MIS/Finance - Monthly reconciliations between ILR and invoice payments MIS - funding accuracy checking IT - infrastructure maintenance and software licensing |
| High level leadership and management | Strategy/policy/high level monitoring | 2.5 | College Leadership - annual due diligence checks for existing subcontractors College Leadership - risk assessment of new subcontractors College Leadership - annual review and monitoring of subcontracting policy and practice College Leadership - receipt and review of performance reports and performance management of subcontracts manager |
| Totals: | | 20 | |

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12 APPENDIX 2 – RETAINED FUNDING BREAKDOWN – PRINCE’S TRUST PROVISION

| Breakdown of Retained Funding | | | |
|---|---|--------------------------------------|--|
| ESFA Requirement | Services Provided by Weston College | Specific Cost as % of contract value | Material expenses relevant to the Retained Funding |
| Monitoring of the learners health, wellbeing and safety | Safeguarding monitoring and review H&S monitoring and review Student welfare monitoring and review | 3 | Safeguarding - attendance review and follow ups Safeguarding - dedicated safeguarding lead Safeguarding - training and monitoring as required Health and Safety - high level monitoring and reporting |
| Monitoring of the quality of teaching, learning and assessment | Quality Assurance monitoring/improvement Workforce development Learner voice collection, analysis and reporting | 3 | QA monitoring - lesson/session observations/feedback/reporting Workforce development - provision of Weston College INSET/training Learner voice - surveying, analysing and reporting QA monitoring - monthly progress and achievement rate reviews |
| Account Management | Manage contractual arrangements, undertake monthly reviews, and desktop audits. Undertake compliance activities on a monthly basis in line with partner risk rating. | 3 | Account Manager -Monthly review meetings Account Manager - Spot checks Account Manager - Learner Interviews Account Manager - Achievement Monitoring |
| Administration and back office service support | MIS/Finance/Marketing/Exams/IT | 3 | MIS - monthly ILR reconciliations MIS - data inputting (learner details, etc) MIS - learner eligibility checking MIS/Finance - Monthly reconciliations between ILR and invoice payments MIS - funding accuracy checking IT - infrastructure maintenance and software licensing |
| High level leadership and management | Strategy/policy/high level monitoring | 3 | College Leadership - annual due diligence checks for existing subcontractors College Leadership - risk assessment of new subcontractors College Leadership - annual review and monitoring of subcontracting policy and practice College Leadership - receipt and review of performance reports and performance management of subcontracts manager |
| Totals: | | 15 | |

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13 APPENDIX 3 – CURRENT PARTNERS

| PARTNER | UKPRN | TOTAL CONTRACT VALUE | START DATE | END DATE |
|--|----------|----------------------|------------|------------|
| BURNHAM PLASTERING & DRY LINING LIMITED | 10063743 | £31,500.00 | 01/08/2022 | 31/07/2023 |
| GATEWAY EDUCATION (LONDON) LIMITED | 10044985 | £345,871.00 | 01/08/2022 | 31/07/2023 |
| LEARNING FOR FUTURES LTD | 10028279 | £1,099,485.00 | 01/08/2022 | 31/07/2023 |
| QUALITY TRANSPORT TRAINING LTD | 10021292 | £120,000.00 | 01/08/2022 | 31/07/2023 |
| SIMIAN RISK MANAGEMENT LIMITED | 10022567 | £116,367.00 | 01/08/2022 | 31/07/2023 |
| THE BIG ACT LTD. | 10056465 | £207,382.00 | 01/08/2022 | 31/07/2023 |
| THE OUTDOOR COLLEGE | 10082574 | £19,758.00 | 01/08/2022 | 31/07/2023 |
| UNIVERSITY OF THE WEST OF ENGLAND, BRISTOL | 10007164 | £280,553.00 | 01/08/2022 | 31/07/2023 |
| YOUNG DEVON | 10001955 | £168,161.00 | 01/08/2022 | 31/07/2023 |
| YOUNG GLOUCESTERSHIRE LIMITED | 10007726 | £163,686.00 | 01/08/2022 | 31/07/2023 |