Scope: Financial Management	Effective Date: Aug 2024	Responsible Dept: Finance	Equality Analysis Undertaken:
Last updated by/date: DoF Jan 2024	Next review date: Dec 2024	Accessible: Yes	Policy ref:

Est. YORK 1841 ST JOHN UNIVERSITY

Student Financial Regulations 2024-25

During your time at York St John University (YSJU), we aim to support you fully in managing the financial aspects of your study. The following regulations set out the financial obligations between you and YSJU.

These regulations do not apply to students on Apprenticeship programmes where separate terms and conditions apply. These regulations apply to students on both the York and London campuses. Any departure from these regulations, including agreeing alternative payment terms, requires approval by the Director of Finance and the Chief Operating Officer in consultation with the University Secretary and Registrar and the Director of YSJ Global.

These Student Financial Regulations are structured into three sections:

- Those applicable to all students.
- Those applicable to home students only.
- Those applicable to international students only.

All Students

1. Tuition Fees

1.1 Tuition Fee Liability

When you accept the offer of a place at YSJU you make a contractual obligation in accordance with the Student Terms and Conditions to pay the fees charged for your course. You may also be charged other costs for optional elements of your programme of study, however there will be no additional mandatory costs. You are personally responsible for the

fees, even if payment will be made by someone else such as Student Finance England (SFE), a relative or a sponsor. YSJU has the right to:

- withdraw you from your programme of study (and inform the UKVI of withdrawal of sponsorship if applicable under the Student Route) if you do not pay your tuition fees by the dates specified.
- require you to pay a proportion of tuition fees if you leave or suspend your studies part way during the academic year.
- stop you from enrolling and/or re-enrolling to continue a programme of study if you have had/have outstanding tuition fee debts.
- refuse to admit you to a degree ceremony or release your degree certificate or any letter of confirmation of award or credit achieved until any tuition fee debt is paid.

1.2 Suspension of Studies

If you and YSJU agree to a temporary suspension of your studies, any fees already paid may be kept by YSJU and credited against fees due from you after your return.

If you choose to suspend your studies you will be charged according to the tables found in Section 1.7. The official suspension date will normally be recorded as the last date of engagement with your studies or submission of work, or, for research students, the last point of academic contact.

Where a student is suspended because of provisional action taken via the disciplinary process, no action will normally be taken in terms of fees; the date of the final disciplinary decision will be used to determine any fee liability requirements.

Further information on the suspension of studies process can be found in the <u>Code of Practice on Assessment</u>.

1.3 Late Payment of Tuition Fees

YSJU understands that some students may have financial difficulties and will try to accommodate the needs of its students wherever reasonable. If you are having problems paying tuition fees, or any other sums due, it is essential that you contact YSJU finance department as soon as possible to discuss the situation.

If a student is in debt with their tuition fees, the University will attempt to communicate with the student about the debt and will invite them to engage in a conversation about how to manage the debt. If necessary, the Director of Finance or nominee, working with the Academic Registrar or nominee, can authorise the implementation of sanctions or enforced withdrawal from studies on the grounds of tuition fee debt.

Non-payment of tuition fees may result in the following actions being taken:

- Agreeing an achievable payment plan to clear your fees in full before your next year
 of study or graduation. Failing to adhere to this payment plan may result in enforced
 withdrawal from your studies.
- Removing access to learning materials in cases of not engaging with the finance department or of failing to adhere to an agreed payment plan.
- Enforced withdrawal from your studies in cases of not engaging with the finance department or of failing to adhere to an agreed payment plan.
- Suspending you from your course until any tuition fee debt to YSJU has been paid
 or brought to an agreed manageable level. This may be suspension of studies from
 mid-year or refusal to permit re-enrolment.
- Refusing you permission to attend graduation and preventing release of your degree certificate and/or transcript until any tuition fee debt to YSJU has been paid.
- Any other action deemed appropriate and proportionate.

If you are not satisfied with the balance on your student debtor account, you should contact the finance department in person or by <u>email</u> immediately, to enable a full review of all transactions, taking into account any exceptional circumstances or other contributing factors.

If you leave YSJU with any unpaid debts owed, the University has engaged an external debt collection company to recover outstanding debt and to recover any associated interest and legal costs from you. This will be noted on your credit record and may impact your ability to obtain credit in the future

1.4 Withdrawal from study – student-led withdrawal and students presumed withdrawn

If you choose to withdraw from your studies partway through the academic year, this is called a student-led withdrawal. The University may alternatively presume you withdrawn as per the Presumed Withdrawal Policy (Section 26 – Code of Practice on Assessment). If you choose to withdraw from your studies, or are presumed withdrawn, you will be charged according to the tables in section 1.7. Where the intention to withdraw has been made clear by the student in writing, the official withdrawal date will normally be recorded as the last

date of engagement with your studies or submission of work, or, for research students, the last point of academic contact.

If you withdraw within 14 days of your enrolment date or the first day of Welcome Week, whichever is the latter, then you will not be charged any fees.

1.5 Enforced withdrawal from studies (otherwise known as termination of studies)

If you are not permitted to continue with your studies because of academic failure, the date used for fee liability will be the date when the decision was made to require your withdrawal. This will normally be the date of the relevant Assessment Board or Chair's Action.

If you are not permitted to continue with your studies for other reasons (e.g. disciplinary expulsion or withdrawal due to non-payment of fees), the date used for fee liability will be the date when the decision was made to require your withdrawal. This will normally be the date of the relevant panel or management decision.

1.6 Return of fees

YSJU bursaries and fee waivers will be allocated pro rata to tuition fees in line with the dates in the tables in Section 1.7. For courses of non-standard duration, fees will be charged on a pro rata basis.

Where fees have been paid by way of sponsorship or a student loan from a funding body, any fees due to be refunded will be repaid to the funding body from which the payment was received by YSJU. Students in receipt of US Federal Loans will be refunded in line with US Government guidelines.

Where it is discovered that a student has used or attempted to use fraud, deception or false representation at any time after submitting an application with the University, the student's application/CAS/sponsorship will be withdrawn and/or enrolment withdrawn with immediate effect. There will also be no refund of any tuition fees paid.

In cases where it is discovered that a student has used or attempted to use an unauthorised method of payment at any time after submitting an application with the University, the student's application/CAS/sponsorship will be withdrawn and/or enrolment withdrawn with immediate effect. There will also be no refund of any tuition fees paid. Any payments processed via unauthorised methods of payments will only be refunded via the original method of payment.

1.7 Fee Liability Points - Tables

All Full and Part Time Students charged by Academic Year

Students who start their studies in September 2024	
Student withdraws, is presumed withdrawn, or suspends during:	Fee liability
Fee Liability Period 1 (7th October 2024 – 31st December 2024)	25% of full fees
Fee Liability Period 2 (1st January 2024 – 27th April 2025)	50% of full fees
Fee Liability Period 3 (from 28th April 2025)	Full fees

Students who start their studies in January or February 2025	
Student withdraws, is presumed withdrawn, or suspends during:	Fee liability
Fee Liability Period 1 (10th February 2025 to 27th April 2025)	25% of full fees
Fee Liability Period 2 (28th April 2025 to 30th September 2025)	50% of full fees
Fee Liability Period 3 (from 1st October 2025)	Full fees

Students who start their 2024/25 studies at any other time		
Student withdraws, is presumed withdrawn, or suspends:	Fee Liability:	
After their 2nd week but before the end of Month 4 of their recorded start date	25% of full fees	
From Start of Month 5 but before the end of Month 8 of their recorded start date	50% of full fees	
From Start of Month 9 of their recorded start date	Full fees	

Full and part time Students charged per module

Student withdraws, is presumed withdrawn, or suspends having:	Fee liability
Attended fewer than 3 sessions/lectures	25% of full fees
Attended 3 sessions/lectures or more	Full Fees

18 Month courses, Accelerated Degrees and Non-Standard Length Programmes

Student will be charged pro-rata based on the last month of completed study	Fee liability
18 Month Course	Pro-rata based on
e.g. For fees of £9,000, if 10 months completed out of 18 total, student liable for 10/18 of total fees:	months completed
£9,000 divided by 18, multiplied by 10 months completed = £5,000 owed	
Accelerated Degrees	
e.g. For fees of £10,000, if 3 months completed out of 6 total, student liable for 3/6 of total fees:	
£10,000 divided by 6, multiplied by 3 months completed = £5,000 owed	
Other Non-Standard Course Length (Units of Months not Years)	
e.g. For fees of 15,000, if 12 months completed out of 15 total, student liable for 12/15 of total fees:	
£15,000 divided by 15, multiplied by 12 months completed = £12,000 owed	

1.8 Discontinuation of Study

YSJU is committed to seeking to preserve continuation of study for its students as set out in the <u>Student Protection Plan</u>. In the unlikely event that YSJU discontinues a programme of study, all reasonable effort will be made to provide a satisfactory alternative. Where YSJU is unable to offer continuation of a programme of study, students will be compensated in accordance with the Refund and Compensation Policy.

1.9 Payment of Refunds

To comply with legislation including UK money laundering laws, repayment of funds will be made by the method the original payment was made where possible. For example, an amount paid by credit card will be refunded to the same credit card. YSJU will make reasonable endeavours to transfer the deposit in the most cost-effective way but will not be liable for any bank charges involved in the money transfer. In some cases, we may request evidence of bank details for payment to be issued. Payments made in a foreign currency will be refunded based on the amount in pounds sterling (GBP) initially received by YSJU. The University will not be held responsible for fluctuations in exchange rates.

In cases of bank refunds the YSJU finance department will endeavour to process all refunds as quickly as possible, subject to conditions being met such as accurate bank account information. We cannot confirm how long it will take for money to reach your bank account after a refund has been submitted by the University.

2. Accommodation Charges

2.1 Payment of Accommodation Charges

If you live in YSJU accommodation, you will be notified of your accommodation charges at the start of the academic year. You can pay for your accommodation by direct debit in 3 instalments or by credit or debit card. When you confirm acceptance of your accommodation you will be asked to provide the bank details of your nominated account. Students who do not have a UK bank account may pay by bank card. The direct debit payments will be collected on 23 October 2024, 13 January 2025 and 28 April 2025.

YSJU will not accept payment in cash for any fee or charge over £250 per student. No change will be given.

If accommodation fees are unpaid for more than 2 weeks after the due date, we will notify the campus and residential services team and they will take further action which may include commencing eviction proceedings.

No student with an outstanding debt is permitted to apply for YSJU managed accommodation.

If you leave YSJU with any unpaid debts owed, the University has engaged an approved external debt collection company to recover outstanding debt and to recover any associated interest legal costs from you. This may be noted on your credit record and may impact your ability to obtain credit in the future.

2.2 Accommodation Advance Payment

You are required to pay a £200 advance payment which must be paid when you accept your accommodation. This amount will be credited against your first instalment of accommodation charges.

2.3 Withdrawing from Accommodation

For further information about terms and conditions relating to ending your accommodation arrangements, including when you are withdrawing from or suspending studies at YSJU, please refer to the Accommodation Terms and Conditions.

Home Students Only

1. Payment of Tuition Fees

UK undergraduate tuition fees can be paid in full by cheque, debit/credit card or bank transfer, or you can pay by debit/credit card in two equal instalments, one at enrolment and the second on 13 January 2025. For students commencing studies in January or February 2025 the second instalment will be collected on 29 May 2025. For students who start their courses at any other time the second instalment will be collected 4 months after their recorded start date.

Students having fees paid on their behalf by a sponsor e.g. an employer, must provide evidence, prior to enrolment, confirming that this sponsor has agreed to pay these fees. This evidence must include billing information and contact details.

For UK postgraduate students an advance payment of £1 is payable at enrolment which will set up an automated recurring card payment to take the tuition fees in line with postgraduate loan payment dates. For any student that enrolls but does not pass the First Fee Liability point this £1 will be retained. For September 2024 starters the due dates will be 31 October 2024, 3 March 2025 and 3 June 2025. For January/February 2025 starters the due dates will be 3 March 2025, 3 June 2025 and 1 September 2025. Card details are held securely to allow future payments to be collected efficiently.

Any payment made to YSJU will not be classified as 'paid' until the following conditions have been met:

- The full value of payment required has been received into YSJU's bank account and
 the transaction is fully settled with the bank, which can take 3-5 working days. When
 paying through our external payment providers, receipt of payment must be
 confirmed by them to be considered as paid.
- 2. The student's record has been updated to indicate that money has been received.

When paying tuition fees these conditions must be met in order for students to meet full enrolment status.

YSJU will not accept payment in cash for any fee or charge over £250 per student. No change will be given.

Irrespective of domicile, repeat modules fees for undergraduate students will be charged at £650 per 20 credits up to 100 credits with the final fee being determined by the Academic Registrar. Undergraduate students studying between 100-120 credits in repeat modules will be charged as a full-time student. Postgraduate students will be charged £975 per 30 credits.

2. Student Loans

UK students on a designated undergraduate or PGCE programme may be eligible for a tuition fee loan from their funding body such as Student Finance England. You are responsible for entering the correct course and fee information when applying for support.

Applications for support must be made in a timely manner. The tuition fee loan will be paid directly by the funding body to YSJU.

Where tuition fee loan funding has not been confirmed to YSJU by the appropriate funding body, students will be required to provide evidence of application within one month of the date of enrolment. If no evidence of a tuition fee loan application is provided, YSJU will assume you are independently funded and require direct payment in line with the standard tuition fee payment dates.

Students studying a postgraduate degree programme may be eligible for a postgraduate loan from their funding body e.g. Student Finance England. The loan will be paid directly to the student. This loan is a contribution to living costs and may not cover all expenses including tuition and living expenses. Where this loan does not cover all costs, students will need to supplement this income themselves.

Sponsored International students (including EU students) only

1. Payment of Tuition Fees

All sponsored international applicants to the University (i.e. those requiring a Student visa to study in the UK), must pay a minimum 50% deposit (of the first year's fees if a multi-year programme) once they are issued with an unconditional offer of a place to study (the funds must be cleared in YSJU's account before they can be issued with a CAS), unless they have official financial sponsorship or are paying through the US, Canadian, Norwegian, Nigerian, Ghanaian or other state loans systems. In such cases of official financial sponsorship or loans, official loan confirmation or financial sponsorship letters can be used to meet the deposit requirement.

For International students on Undergraduate Programmes, the remaining 50% of the first year's tuition fees must be paid at enrolment. Students will be unable to complete enrolment until the remaining 50% is paid and the funds are cleared in YSJU's account. For the remaining years of a multi-year programme, tuition fees are due in two instalments: 50% at re-enrolment (the funds must be cleared in YSJU's account before students can be fully re-enrolled) and 50% in January 2025. For students who start at any other time than

September, the second instalment will be collected four months after their recorded start date.

International students on Postgraduate programmes can pay the remaining 50% of their fees in full or by three equal instalments during the period of study on dates specified by YSJU. If a student decides to pay by instalments, they must select the instalment option as part of the online enrolment process. There are no additional charges added for choosing this option, and this option will only be available up to the enrolment deadline date.

Students with a placement year scheduled as part of their programme must pay all fees owed in full before they will be allowed to be fully enrolled and attend their placement. To ensure the credibility and integrity of our sponsorship, as outlined in Appendix A, students will not be permitted to remove their work placement year from their course at any time after their CAS has been processed (Used) by the UKVI or after being issued with a visa, in line with our Immigration Compliance Regulation. Any students who will have their placement year removed from their course will not be eligible for a refund of any tuition fees paid.

Once a student has paid the deposit there will be a 14-calendar day cancellation period from the date the payment was received by YSJU when the deposit may be repaid in full.

Students who wish to defer their offer before being issued with a CAS will be able to roll over their deposit to the next academic cycle. An offer will only be deferred up to the maximum of 12 months from the intended first entry point. Where a CAS has been issued, the CAS or sponsorship will be withdrawn and a £500 admin fee will be liable as outlined in Appendix A.

Other than in cases where fraud, deception or false representation is used, a deposit will be returned if a CAS or visa application has been withdrawn, or where a student visa application has been refused – the refund amount and rationale for what will/will not be refunded is outlined in Appendix A. Deposits paid in a foreign currency will be returned based on the amount in pounds sterling (GBP) received by YSJU. Decisions on other circumstances will be made at YSJU's discretion by the Director of Finance in consultation with the Head of Immigration and Compliance and the University Secretary and Registrar in line with current legislation. Documentary proof of the circumstances arising may be requested.

Fees for pre-sessional programmes (e.g. English Language programmes designed to improve a student's language ability before their substantive programme) must be paid in

advance in addition to the deposit for the substantive programme. If a student fails to progress to their substantive programme on academic grounds the full deposit paid for the substantive course will be refunded; however, if a student fails to progress as a result of non-attendance (as defined in the Attendance Policy and Attendance Regulations) on the presessional programme and there are no exceptional circumstances, the deposit for the substantive programme will not be refunded.

YSJU will not accept payment in cash for any fee or charge over £250 per student. No change will be given.

Further information on attendance requirements can be found in the <u>Programme Attendance</u> <u>Regulations</u> and the <u>Attendance Policy</u>.

Refunds to international students who are no longer a student at the university will not be completed until the YSJU finance department receives confirmation from the Head of Immigration and Compliance that the refund can be processed.

2. Additional regulations relating to visa requirements

For full information please refer to the Visa and Immigration web pages.

YSJU will inform the UKVI of any student who is subject to immigration control and:

- withdraws from their course of study.
- is terminated from their course of study,
- does not enrol on their course by the last day of enrolment given for their course/entry point.
- suspends study for any length of time. For suspension of study beyond 60 days, the University may withdraw sponsorship and enrolment unless exceptional circumstances are evidenced.

After deposit payments have cleared (EU overseas students requiring a CAS are now required to make deposit payments), students can apply for a Confirmation of Acceptance for Studies (CAS). Students will need the CAS number to apply for a Student visa.

Sponsored international students with official financial sponsorship must submit a financial sponsor letter in a format approved by YSJU. The letter must be signed by an authorised individual, have an official stamp from the issuing body and include:

- The student's full name as it appears on their passport.
- The name and contact of the official financial sponsor.
- The date of the letter.
- The length of the sponsorship and;
- The amount of money the sponsorship covers or a statement that all course fees and living costs will be covered.

Students paying through the US student loans system must submit official notification of the loan to the YSJU International Admissions office.

2.1 Visa Refusal

A deposit will be returned if a student visa has been refused – the refund amount and rationale for what will/will not be refunded is outlined in Appendix A. The student must complete the Deposit or Fee Refund Request Form and send it to the <u>Visa Team</u> along with the full copy of the visa refusal letter. Where the visa is refused on the grounds of fraud and/or fraudulent documents, <u>YSJU's Anti-Fraud Policy and Procedure</u> will be followed. The University also reserves the right not to make a refund of any monies paid to the University in these circumstances.

Before returning deposits, YSJU will request proof of exiting the UK to be provided where applicable, to satisfy Student visa regulations, in cases of fraud, deception or false representation.

2.2 Non-enrolment Penalty

If a student is known to have travelled to the UK but has failed to enrol after the course start date or has enrolled but does not engage with the programme within three weeks following enrolment, that student will be reported to the UKVI. Following the UKVI report, if the student fails to provide evidence of returning to their home country within 40 days, full deposit payments will be retained by the University. Students must submit the completed Deposit or Fee Refund Request Form along with full UK exit information.

2.3 Enforced withdrawal from studies

If a student is required by the University to withdraw from studies for any reason, this will be reported to UKVI. Following the UKVI report, if the student fails to provide evidence of

returning to their home country within 40 days, no refunds of any fees paid to the University will be issued. If a student does provide evidence of returning to their home country within 40 days, refunds will be made in accordance with the University's Student Financial Regulations. Students requesting refunds must submit the completed Deposit or Fee Refund Request Form along with the full UK exit information to the YSJU visa and compliance department. The terms in this section are subject to the conditions set out in Appendix A.

2.4 Other Refunds

Where the University is in receipt of funds above the appropriate fees, refunds will be made where requested where the amount exceeds £50.

Appendix A

Refunds after CAS or visa application is withdrawn, course deferment, work placement year cancellation, visa refusal/refusal of entry into the UK/removal from the UK/deportation from the UK.

Withdrawn CAS or visa application

- Where the CAS was withdrawn by YSJU as a result of the student not submitting a visa application for any reason (other than the course being discontinued by YSJU) – full refund less £500 admin fee.
- Where the student withdrew their visa application for any reason (other than
 the course being discontinued by YSJU) after CAS has been processed
 (Used) by the UKVI and before a decision has been made full refund less
 £500 admin fee.
- Where CAS or visa application was withdrawn due to the student using fraud/deception/false representation – retention of 100% deposit.

Course deferments

 Where the CAS or sponsorship was withdrawn by YSJU as a result of the student wishing to defer their studies to the next academic year – full refund or tuition fee will be deferred to the next intake less £500 admin fee.

Cancellation of work placement year

 A student will not be permitted to remove their work placement year from their course at any time either after their CAS has been processed (Used) by the UKVI or after a visa has been issued, in line with our <u>Immigration Compliance</u> <u>Regulation</u>. Any student who will have the placement year removed from their course will not be eligible for a refund of any tuition fees paid.

Standard student visa refusal (non-student error) – a student visa application that is refused based on the following:

- Where the student has failed a UKVI credibility interview full refund less £500 admin fee.
- Where the UKVI state they cannot verify bank statements with the issuing bank – full refund less £500 admin fee.

 Where UKVI state the student did not comply with a Request for Information/documents but the student did (and evidence is provided by the student to prove this) – full refund less £500 admin fee.

Other student visa refusals to withhold deposit from (student error):

- Submitting fraudulent documents retention of 100% deposit.
- Deception/false representation retention of 100% deposit.
 - Not disclosing information requested by the UKVI.
 - Not being truthful with information requested by UKVI.
- Other credibility reasons retention of 50% deposit.
 - Not justifying source of funds.
 - UKVI not believing funds belong to student.
- Failure to attend any interview arranged by the UKVI during the visa application process – retention of 50% deposit.
- Failure to pay Immigration Health Surcharge with the visa application retention of 50% deposit.
- Financial requirement was not met by the student retention of 50% deposit.
 - Not submitting financial documents.
 - Submitting bank statements without sufficient funds.
 - Submitting bank statements that do not meet the 28-day requirement.
 - Submitting expired bank statements.
 - Submitting bank statements that do not belong to the student/parents/legal guardian/joint bank accounts.
- Where student did not submit supporting documents for their visa application
 retention of 50% deposit.
 - TB certificates.
 - Academic certificates.
 - Academic transcripts.
 - English language qualifications.
- Where the student did not comply with Request for Information/documents retention of 50% deposit.

Refused entry into the UK at a UK Border

 Where the student has been refused entry at the UK Border due to the following – retention of 100% deposit.

- Providing documents that are deemed to be fraudulent by the UKVI/UK Border Officials.
- Demonstrating poor English Language skills when conversing with UK Border Officials.
- Using deception/false representation when liaising with UK Border Officials.
 - Not disclosing information requested by the UKVI/UK Border Officials.
 - Not being truthful with information requested by UKVI/UK Border Officials.
- All other cases full refund less £500 admin fee.

Removed from the UK after immigration bail

- Where the student has been returned to their home country after temporary bail, due to the following – retention of 100% deposit.
 - Providing documents that are deemed to be fraudulent by the UKVI/UK Border Officials.
 - Demonstrating poor English Language skills when conversing with UK Border Officials.
 - Using deception/false representation when liaising with UK Border Officials.
 - Not disclosing information requested by the UKVI/UK Border Officials.
 - Not being truthful with information requested by UKVI/UK Border Officials.
- All other cases full refund less £500 admin fee.

Deported from the UK

Where a student has been deported from the UK – retention of 100% deposit/tuition fee.