

Scope: Financial Management	Effective Date: Aug 2021	Responsible Dept: Finance	Equality Analysis Undertaken:
Last updated by/date: DoF Feb 2021	Next review date: Dec 2021	Accessible: Yes	Policy ref:

## Student Financial Regulations 2020-21

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.

### 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:

- discontinue your programme of study (and notify the Home Office if applicable under the Student Route visa requirements) 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 re-enrolling to continue a course if you have outstanding tuition fee debts, including unpaid re-sit fees.
- refuse to admit you to a degree ceremony or release your degree certificate or any letter of confirmation of award until any tuition fee debt, including unpaid re-sit fees, is paid.

## **1.2 Payment of Tuition Fees – UK/EU Students**

UK/EU 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 7<sup>th</sup> January 2022. Students commencing studies in January the second instalment will be collected on 27<sup>th</sup> May 2022. For students who start their courses at any other time the second instalment will be collected 4 months after their recorded start date.

For UK/EU postgraduate students an advance payment of £50 is payable at enrolment and students will be asked to make arrangements to pay in 3 instalments by credit or debit card.

YSJU will not accept payment in cash for any fee or charge over £250.

## **1.3 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 before the end of the following periods: September starters - end of November; January starters - end of March. If no evidence is provided of a tuition fee loan application, YSJU will assume you are independently funded and require direct payment in line with the standard tuition fee payment dates.

Students studying a Masters degree programme may be eligible for a post graduate loan from their funding body eg Student Finance England. The loan will be paid directly to the student.

#### **1.4 Payment of Tuition Fees – International Students**

All International applicants (i.e. who are not British citizens or citizens of one of the European Economic Area countries) to the University must pay a 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 unless they are a sponsored student or paying through the US, Canadian or Norwegian state loans systems. In such cases of sponsorship or loans, official loan confirmation or sponsorship confirmation 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. For the remaining years of a multi-year programme tuition fees are due in 2 instalments: 50% at re-enrolment and 50% in January. For students who start at any other time than September, the second instalment will be collected 4 months after their recorded start date. Any departure from this process including agreeing alternative payment terms requires approval by the Director of Finance and the Chief Operating Officer.

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 sign up to an instalment plan as part of the on-line enrolment process. There are no additional charges added for choosing this option. This option will only be available up to the enrolment deadline date.

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 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.

A deposit will be returned if a Student Route visa application has been refused (minus a £500 administration fee) or (in full) if the student fails to meet the conditions attached to their

offer. Deposits may be returned at YSJU's discretion if other exceptional circumstances prevent the student attending. This covers matters that could not have been foreseen by the applicant and that would prevent them from commencing or continuing with their studies such as a serious illness or a bereavement. Decisions in such circumstances will be made at YSJU's discretion and in line with current legislation. Documentary proof of the circumstances arising may be requested.

Fees for pre-sessional programmes (eg 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 on the pre-sessional 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.

Further information on attendance requirements can be found in the [Programme Attendance Regulations](#).

For further details on the enrolment and visa requirements for International students please refer to Section 3 of this document.

### **1.5 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.

### **1.6 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 as soon as possible to discuss the situation. If you do not comply with these regulations you will be asked to attend meetings at the Finance Office to discuss your financial position.

If you have outstanding debt from a previous or current academic year, you may be required to attend a Student Finance Review Panel meeting with the YSJU Head of Finance, the

University Secretary, and the Head of Student Services (or their nominees). A summary of the debt position and any steps already taken will be presented by YSJU Finance staff and you will be able to present your views and any suggestions as to how the debt may be paid. You may be supported by a friend at the meeting. A decision will still be made if you do not attend. Arrangements will be made for students who study away from York.

The actions which may be taken by the Panel may include:

- Agreeing with you an achievable payment plan
- Terminating your studies
- 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 or brought to an agreed manageable level.
- Any other action deemed appropriate by the Panel

You will be notified in writing of the outcome and implementation of the decision. If you are not happy, you may within 14 days after the Panel's decision is notified to you, propose an alternative plan to the Director of Finance, whose decision is final.

YSJU reserves the right to engage a debt collection company to chase outstanding debt and to recover any associated legal costs from you.

### **1.7 Withdrawing From or Suspending Study**

If you withdraw from or suspend your studies part way through the academic year you will be charged according to the tables below. The official withdrawal or suspension date will be recorded as the last date of attendance, or submission of work, or for research students, the last point of academic contact. YSJ bursaries and fee waivers will be allocated pro rata to tuition fees in line with the details below.

### 1.7.1 All Full and Part Time Students charged by Academic Year

<b>Students who start their studies in September</b>	
<b>Student withdraws or suspends during:</b>	<b>Fee liability</b>
Fee Liability Period 1 (11th October – 31 December)	25% of full fees
Fee Liability Period 2 (1st January – 24 <sup>th</sup> April.)	50% of full fees
Fee Liability Period 3 (from 25 <sup>th</sup> April.)	Full fees

<b>Students who start their studies in January</b>	
<b>Student withdraws or suspends during:</b>	<b>Fee liability</b>
Fee Liability Period 1 (8 <sup>th</sup> February to 24 <sup>th</sup> April)	25% of full fees
Fee Liability Period 2 (25 <sup>th</sup> April to 27 <sup>th</sup> September)	50% of full fees
Fee Liability Period 3 (from 28 <sup>th</sup> September)	Full fees

<b>Students who start their studies at any other time</b>	
<b>Student withdraws or suspends:</b>	<b>Fee Liability:</b>
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

### 1.7.2 Full and part time Students charged per module

<b>Student withdraws or suspends having:</b>	<b>Fee liability</b>
Attended fewer than 3 sessions/lectures.	25% of full fees
Attended 3 sessions/lectures or more	Full Fees

## **1.8 Discontinuation of Study**

YSJU is committed to seeking to preserve continuation of study for its students as set out in the Student Protection Plan. In the unlikely event that YSJU discontinues a course 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. 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.

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.

Research Students' tuition fees will be refunded pro rata on a monthly basis from the last point of academic contact.

## **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 or relevant card details. The payments will be collected on 25<sup>th</sup> October, 4<sup>th</sup> January and 25<sup>th</sup> April. YSJU will not accept payment in cash for any fee or charge over £250.

If you fail to pay accommodation charges on the due payment date without having agreed a repayment plan with us, or if you fail to make payments in accordance with an agreed

repayment plan, interest will be payable at an annual rate of 3% over the Bank of England base rate, calculated for each day that the payment is overdue.

If accommodation fees are unpaid you may be required to appear before the Student Finance Review Panel, which reserves the right to begin eviction proceedings. No student with an outstanding debt is permitted to apply for YSJU managed accommodation.

YSJU reserves the right to engage a debt collection company to chase outstanding debt and to recover any associated legal costs from you.

## **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.

## **3. International/EU students: additional regulations relating to Visa requirements**

For full information please refer to the [Visa & Immigration web pages](#).

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

- withdraws from their course of study
- is terminated from their course of study
- transfers to another Higher Education Institution
- does not enrol on their course by the last day of enrolment given for their course / entry point.
- suspends study for longer than 60 days unless exceptional circumstances are evidenced.



After deposit payments have cleared (EU Students are not required to make deposit payments in 21/22), applicants can apply for a Confirmation of Acceptance for Studies (CAS) letter. The applicant requires a CAS number to apply for a Student Route visa.

Sponsored students must submit a sponsor letter in a format approved by YSJU and including:

- 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 admissions office ([admissions@yorks.ac.uk](mailto:admissions@yorks.ac.uk)).

**Visa refusal** A deposit will be returned minus a £500 administration fee if a Student Route visa has been refused. In such circumstances the student must complete the Deposit or Fee Refund Request Form and send it to [visa@yorks.ac.uk](mailto:visa@yorks.ac.uk) along with a copy of the Refusal of Entry Clearance letter. Where the visa is refused on the grounds of fraud and/or fraudulent documents, YSJU's Anti-Fraud Policy and Procedure will be followed before any deposit refund is considered. Before returning deposits, YSJU may request proof of exit to be provided to satisfy Student Route visa regulations.

**Non-enrolment Penalty** If a student is known to have travelled to the UK but has failed to enrol on the programme within the specified enrolment period, that student will be reported to UK Visas & Immigration. Following the UKVI report, if the student fails to provide evidence of returning to their home country within 60 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.

**Termination of Studies** If a student's studies are terminated by the University for any reason, this will be reported to UK Visas & Immigration. Following the UKVI report, if the student fails to provide evidence of returning to their home country within 60 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 60 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.