Scope: Financial Management	Effective Date: Aug 2023	Responsible Dept: Finance	Equality Analysis Undertaken:
Last updated by/date: DoF Feb 2023	Next review date: Dec 2023	Accessible: Yes	Policy ref:

Est. YORK 1841 ST JOHN UNIVERSITY

# **Student Financial Regulations 2023-24**

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.

#### 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 enrolling and/or re-enrolling to continue a course 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 Payment of Tuition Fees - UK

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 10<sup>th</sup> January 2024. For Students commencing studies in January or February 2024 the second instalment will be collected on 29<sup>th</sup> May 2024. For students who start their courses at any other time the second instalment will be collected 4 months after their recorded start date.

Direct Bank Transfer payment can be made by UK students after contacting the Finance Department and when a debit/credit card payment is not possible.

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 and students will be asked to make arrangements to pay in 3 instalments by credit or debit card in line with postgraduate loan payment dates 31<sup>st</sup> October 2023, 1<sup>st</sup> March 2024 and 3<sup>rd</sup> June 2024. The deposit will enable the University to securely hold card details 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 York St John's bank account and the transaction is fully settled with the bank. 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.

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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.

#### 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 or February starters - end of March; other starters – within two months of the date of enrolment. 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 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.

#### 1.4 Payment of Tuition Fees – International Students (including EU)

All International applicants to the University (i.e., those requiring a 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, unless they are a sponsored student or paying through the US, Canadian, Norwegian, Nigerian, Ghanaian or other 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 two instalments: 50% at re-enrolment and 50% in January 2024. For students who start at any other time than September, the second instalment will be collected four 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 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.

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 paid in a foreign currency will be returned based on the amount in pounds sterling (GBP) received by YSJU. Deposits/ instalment payments may be returned at YSJU's discretion, even if the liability point has been passed, 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 by the Director of Finance in consultation with the Head of International and the Head of International Admissions, 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 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 <u>Programme Attendance</u> <u>Regulations</u>.

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. Further information on the suspension of studies can be found in the Code of Practice on Assessments

## 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 may be asked to attend meetings at the Finance Department to discuss your financial position.

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 will result in
immediate termination of your studies.

- Removing access to learning materials in cases of not engaging with the Finance team or of failing to adhere to an agreed payment plan
- Terminating your studies in cases of not engaging with the Finance team 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 YSJU Finance team in person or by email to the <u>Finance Team</u>, immediately, to enable a full review of all transactions, taking into account any exceptional circumstances or other contributing factors.

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 Director of Finance University Secretary and Registrar and the Director of Student Success and Learning Services. A summary of the debt position and any steps already taken will be presented by the YSJU Finance team 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. 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.

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

## 1.7 Withdrawing From or Suspending Study

You need to be aware that if you withdraw from or suspend your studies part way through the academic year you will be charged according to the tables below. If you suspend, 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. If you withdraw, the official withdrawal date will normally be the date of your submission of the official withdrawal form. YSJ bursaries and fee waivers will be allocated pro rata to tuition fees in line with the details below. For courses of non-standard duration fees will be charged on a pro rata basis.

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

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

Students who start their studies in September 2023	
Student withdraws or suspends during:	Fee liability
Fee Liability Period 1 (2nd October – 31st December 2023)	25% of full fees
Fee Liability Period 2 (1st January – 7th April 2024)	50% of full fees
Fee Liability Period 3 (from 8th April 2024)	Full fees

Students who start their studies in January or February 2024	
Student withdraws or suspends during:	Fee liability
Fee Liability Period 1(5th February to 7th April 2024)	25% of full fees
Fee Liability Period 2 (8 <sup>th</sup> April to 25th September 2024)	50% of full fees
Fee Liability Period 3 (from 26 <sup>th</sup> September 2024)	Full fees

Students who start their 2023/24 studies at any other time	
Student withdraws 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

# 1.7.2 Full and part time Students charged per module

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

## 1.7.3 18 Month courses

Student will be charged pro-rata based on the last month of completed study	Fee liability
e.g., For fees of £9,000, if 10 months completed out of 18 total,	Pro-rata based on
Student liable for 10/18 of total fees:	months completed
£9,000 divided by 18, multiplied by 10 months completed= £5,000 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 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. 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) received by YSJU.

In cases of bank refunds YSJU will endeavour to process all refunds as quickly as possible, subject to conditions being met. We cannot confirm how long it will take for money to reach your bank account after a request has been made by the University to our bank.

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 23 October 2023, 10 January 2024 and 15 April 2024.

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

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 reserves the right to engage its approved external debt collection company to recover outstanding debt and to recover any associated legal costs from you. This will 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.

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

For full information please refer to the Visa and 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 from 2022/23), 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 International Admissions office.

#### 3.1 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 the <u>Visa Team</u> 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, <u>YSJU's Anti-Fraud Policy and Procedure</u> 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.

#### 3.2 Non-enrolment Penalty

If a student is known to have travelled to the UK but has failed to enrol within the specified timescale (2 weeks) or has enrolled but does not engage with the programme following enrolment, 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.

#### 3.3 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.