

**HULL COLLEGE GROUP**

**HE FEE REGULATIONS**

**HIGHER EDUCATION STUDENTS**

# HULL COLLEGE GROUP FEE REGULATIONS – HIGHER EDUCATION

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# HULL COLLEGE GROUP

## HIGHER EDUCATION ACADEMIC FEES REGULATIONS

This document relates to all students deemed to be 'home students' as defined in 'The Education (Fees and Awards) (England) Regulations 2007'. This includes those people who are assessed as UK/EU nationals for the purposes of fee status. These regulations also include relevant fees requirements for students defined as international students.

For the purposes of this document, "the Group" relates to the Hull College Group including its Higher Education courses based in Hull College, Harrogate College and Goole College.

These regulations should be read in conjunction with the Higher Education Fee Schedule document which is relevant to your first year of study.

Please note that the regulations and fee schedules are subject to amendment, due to possible changes to national funding policy.

### **1.0 FEES**

1.1 For the purposes of the Group's Academic Fees Regulations the word 'fees' shall be interpreted as:

'a sum of money due to the Group in respect of educational services, that will include tuition (including assessment, registration and examinations), academic supervision, the provision of other academic services and facilities such as library and learning resources, the provision of pastoral and extra-curricular services and the conferment of awards'.

The fees for an individual student are determined with reference to the Fee Schedule, the course of study, mode of attendance and the student's fee status.

1.2 The payment of any fee must be made in pounds sterling.

1.3 A student shall be liable for any fee due to the Group. The process of enrolment of any student will not be complete until all tuition fees have been paid in full, or an approved payment plan for current academic year fees has been agreed with the Group Finance Director.

1.4 A student is personally liable for the full tuition fee for his or her course

1.5 A student is required to pay all outstanding fees relating to previous academic years prior to enrolment. Enrolment on a course will be refused where there are fees outstanding from a previous academic year.

1.6 The Group relies on information provided by the student to determine the tuition fee to be paid. It is the student's responsibility to ensure that such information is accurate and completed and is supplied at the times required by the Group.

- 1.7 A student who knowingly withholds, or recklessly tenders false information relating to his or her liability to pay a fee, either personally or via a sponsor, will have breached the Group's regulations on student conduct and be subject to the Group's disciplinary procedures. This is without prejudice to any rights the Group might have in respect of legal proceedings.
- 1.8 The Group will not be held responsible for any charges incurred by the student should he or she fail to amend or cancel any agreed payment arrangements at least seven days prior to the due date.
- 1.9 Tuition fees are fees for registration, enrolment, tuition, assessment, examination and the conferment of an award.
- 1.10 The Group shall publish annually a schedule of fees.
- 1.11 Tuition fees for the amounts specified in the schedule of fees relevant to your 1<sup>st</sup> year of study are payable each academic session or other relevant period of study as determined by the Group.
- 1.12 Modules taken as 'retake' assessments are charged at the standard module fee for the course, taking into account the student's fees status, and are published annually in the schedule of fees.
- 1.13 Reassessment by 'retaking' complete modules may be with attendance or without attendance, as agreed by the Board of Examiners.
- 1.14 The Fees Policy and Schedule will apply to reassessment, except where Extenuating Circumstances have been confirmed.

## **2.0 PAYMENT METHODS – Home Students**

### **Paying own fees**

- 2.1 Payments will be accepted in cash, cheque, credit and debit card and by direct debit.
- 2.2 Students have the option to pay their fees in full at the point of enrolment.
- 2.3 The Group may make an agreement with a student for the payment of fees by instalments:  
  
The payment plan is payable over a maximum of 8 months and must be paid prior to the completion of the relevant year of study. No deposit is required at the point of enrolment.  
  
Students wishing to pay by Direct Debit or a Credit/Debit Card plan will incur an additional non-refundable charge of £15, which will be added to the total fees payable. Cash instalments will not incur the additional charge.
- 2.4 For those students paying in instalments by direct debit, if the account holder has insufficient funds in their account the student will incur a default charge of £5. If the direct debit is cancelled and the instalment remains outstanding after the due date a charge of £5 will be made.

## **Student Loans Company (SLC)**

- 2.5 Students are able to apply for a loan through the SLC to pay for their tuition fees.

### **General**

- 2.6 Once approved for a loan with the SLC a student can use their loan to pay for all or part of their tuition fees.
- 2.7 Students can enrol on their course prior to making a loan application or before an application has been approved. Students must ensure their loan has been approved 30 days from the day of enrolment. Failure to provide evidence of approval within 30 days will result in the student being liable for the fees (please see paying own fees section on page 4).
- 2.8 We may on some occasions ask for evidence from the student to confirm their student loan has been approved.

### **Full Time**

- 2.9 Students will be liable for part of their fees once they have completed at least one session (one session = one timetabled class).
- 2.10 At the point of enrolment we will confirm the student's registration with the SLC, this will release payment to the student for their maintenance grant/loan.
- 2.11 In order for the Group to receive the Student Loan directly, we will confirm the student's attendance with the SLC at three specific points during the year. The loan is paid in instalments of 25%, 25% and finally 50%.

### **Part Time**

- 2.12 Students must be aware that they are liable for part of their fees once they have completed two weeks of their course (2 weeks = 10 consecutive days).
- 2.13 In order for the Group to receive the Student Loan directly, we will confirm the student's attendance with the SLC only once at the start of the academic year. The loan is paid instalments of 25%, 25% and finally 50%.

### **Sponsors**

- 2.14 The Group may agree to accept payment from a sponsor in respect of any part of a fee owed to the Group by a student. Only undertakings engaged in the private or public sectors are acceptable as sponsors to the Group. Agreement by the Group to accept payment of any part of a tuition fee from a sponsor does not extinguish a student's liability to pay a fee, which shall only terminate when payment is received from the sponsor.
- 2.15 It is the responsibility of the student to provide documentary evidence of sponsorship that provides sufficient assurance to Group of the sponsor's ability and commitment to pay such fees. The Group, at its discretion, may refuse to recognise a sponsor where reasonable efforts have not been established the existence of that sponsor or of the sponsor's ability to make a payment. The Group shall notify a student of its decision to reject a sponsor.

- 2.16 Any part of a tuition fee payable by a sponsor must be paid within 30 days of the invoice. Where a sponsor's payment is outstanding more than 30 days, the Group shall have direct recourse to the student, who shall be automatically liable for any outstanding sum. This is without prejudice to the Group's right to require any sponsor to pay a fee on or before enrolment.

## **International Students**

### **General**

- 2.17 Prospective students in receipt of an offer of a place at the Group and who, in accordance with 'The Education (Fees and Awards) (England) Regulations 2007' are classified as international for tuition fee purposes are required to pay a deposit following acceptance of the offer.

This deposit is non-refundable except under the following circumstances:

- a) the student fails to meet the conditions of the offer and/or;
  - b) the student fails to obtain a visa from the appropriate competent authority to travel to and study in the UK.
- 2.18 The Group shall grant a discount to any self-financing overseas student who settles in full, prior to or at enrolment, a tuition fee account for which he or she is personally liable. This arrangement applies only where the payment received is cleared in full.

### **Tier 4 Students**

- 2.19 Tier 4 students are required to pay a deposit of £2000 in order to receive a Confirmation of Acceptance of Studies (CAS) statement.
- 2.20 In the event of an application for a visa being unsuccessful, the deposit will be returned less an amount of £200 to cover administrative costs incurred by the College.
- 2.21 The full year's fee can be paid in full prior to the commencement of course, or in termly/semester instalments with each term's/ semester's fee being payable prior to the commencement of that term/semester.

### **Other Visa**

- 2.22 Payments will be accepted in cash, cheque, credit and debit card and by direct debit.
- 2.23 Students have the option to pay their fees in full at the point of enrolment.
- 2.24 The Group may make an agreement with a student for the payment of fees by instalments:

The payment plan is payable over a maximum of 8 months and must be paid prior to the completion of the relevant year of study. No deposit is required at the point of enrolment.

Students wishing to pay by Direct Debit or a Credit/Debit Card plan will incur an additional non-refundable charge of £15, which will be added to the total fees payable. Cash instalments will not incur the additional charge.

- 2.25 For those students paying in instalments by direct debit, if the account holder has insufficient funds in their account the student will incur a default charge of £5. If the direct debit is cancelled and the instalment remains outstanding after the due date a charge of £5 will be made.

### **3.0 REFUNDS**

- 3.1 Students paying their own fees or through a sponsor are only refunded in the following circumstances:

Where the course is cancelled prior to commencement due to low enrolment in which case the Group will refund any fees paid in full.

A student withdrawing may be entitled to a refund depending on when they withdraw (please see section 4 for further information).

Students need to notify the Group that they would like their fees refunded.

- 3.2 Students paying their fees through the Student Loans Company are not entitled to a refund from the Group.

### **4.0 WITHDRAWALS**

- 4.1 The date of withdrawal for all students is defined as the last date that one of the following took place:

Tutorial – Face to Face, Online or Telephone  
Meetings – Any recorded meetings with the Group  
Pastoral – Evidence of any pastoral support

- 4.2 The category the student falls in to below is determined by their payment status on their withdrawal date.

#### ***Withdrawing from a course - Full Time Student Loans Company***

- 4.3 Students who withdraw prior to their first session will not be liable to pay any of their tuition fees but will be liable to pay a £75 admin fee.
- 4.4 Students who have been approved for the loan, who then subsequently withdraw from the course after the first session will be liable to the Student Loans Company for the fees indicated in the appendix.

#### ***Withdrawing from a course - Part Time Student Loans Company***

- 4.5 Students who withdraw prior to two weeks (10 consecutive days) after the commencement of their course will not be liable to pay any of their tuition fees but will be liable to pay a £75 admin fee.
- 4.6 Students who have been approved for the loan, who then subsequently withdraw from the course after 10 consecutive days will be liable to the Student Loans Company for the fees indicated in the appendix.

### ***Withdrawing from a course - Paying Own Fees/Sponsors Paying***

- 4.7 Full Time students who withdraw prior to their first session will not be liable to pay any of their fees but will be liable to pay a £75 admin fee.
- 4.8 Full Time students who withdraw after their first session will be liable to pay the full fees.
- 4.9 Part Time students who withdraw prior to ten days after the commencement of the course will not be liable to pay any of their fees but will be liable to pay a £75 admin fee.
- 4.10 Part Time students who withdraw after ten days of the commencement of the course will be liable to pay the full fees.

### **SUSPENDING STUDIES**

- 5.1 A student interrupting their studies on a temporary basis shall not normally be entitled to any tuition fee refund and will remain liable for their tuition fee up until the point they suspend their studies.
- 5.2 Upon returning to study on the same level of the same course the student will be liable for the remaining balance of the tuition fee.
- 5.3 Students wishing to retake parts of their course which they have already studied may incur a charge
- 5.4 Students are either liable to SLC or the Group dependant on how they are paying their fees
- 5.5 Students who have been approved for the loan, who then subsequently suspend from the course after the first session will be liable to the Student Loans for the fees indicated in the appendix.
- 5.6 Students who do not return from their suspended students within 12 months will be referred to the HE Registry to discuss the matter further

### **FEE WAIVER**

- 6.1 In exceptional circumstances on receipt of a written request from the student, the Director of Quality, Standards and Student Experience may waive or refund tuition fees or an administration charge in full, or in part, for students who have withdrawn on a temporary or permanent basis. All requests for a waiver must be submitted in writing to the Director of Quality, Standards and Student Experience.

Exceptional circumstances may include:-

- i) Death of spouse/ partner, parent or child;
- ii) Serious physical or mental illness that prevents the student from continuing with his or her studies;
- iii) Serious personal injury that prevents the student from continuing with his or her studies.

The above list is not exhaustive and each request will require the submission of certified medical or other documentary evidence.

6.2 If a student is dissatisfied with the outcome of an application submitted under 6.1, he or she has a final right of appeal to the Fees Appeals Panel. The Director of Quality, Standards and Student Experience may also refer any individual cases for final adjudication by the Fees Appeals Panel.

## **7.0 FAILURE TO PAY**

7.1 A student who fails to pay within 30 days of enrolment a due tuition fee, or who is in default of a tuition fee instalment payment by 30 days, will be suspended by the Group from his or her programme of studies. During the period of suspension, a student shall not be entitled to attend classes or lectures, have access to learning resource facilities, submit an assessment, be examined or qualify for the award. Marks that may have already been awarded for work submitted during the period of suspension shall be disregarded by the Board of Examiners, who shall treat the work as a non-submission.

7.2 Any part of a tuition fee payable by a sponsor must be paid within 30 days of the invoice. Where a sponsor's payment is outstanding for more than 30 days, the Group shall have direct recourse to the student, who shall be automatically liable for any outstanding sum. This is without prejudice to the Group's right to require any sponsor to pay a fee on or before enrolment.

7.3 A student who has been suspended for default in the payment of a tuition fee may be re-admitted to a programme of study where payment in full of outstanding fees is received within 28 days of the suspension. Where payment is received later than 28 days after the suspension, the student shall be re-admitted in the following academic year at the stage in the programme when the original suspension occurred. This regulation is without prejudice to the Group Finance Director's right to make an arrangement for the payment of fees where a student is in default.

7.4 Suspension from a programme of studies for non-payment of fees shall not be grounds for granting extensions for submission of assessments, nor may the Board of Examiners treat such a suspension as circumstances adversely affecting student performance in assessment.

7.5 If, at the end of a level or a stage of a programme of studies, a student is in default of payment of part or all of a relevant tuition fee, whether suspended or not, the Group may withdraw the student from the programme of study, that is, may terminate the student's enrolment.

7.6 Where a student wishes to dispute the decision of the Group to suspend or terminate their studies they should make a formal review request in writing to the 'Director of Higher Education'.

7.7 The Group may withhold confirmed transcripts of marks and certificates from any student who has not paid their fees. A student who owes fees will also be ineligible to proceed from one stage or level of a programme to the next or receive an academic award.

## **8.0 DEBT RECOVERY**

- 8.1 The Group reserves the right to take any reasonable steps to recover any outstanding debt in connection with unpaid academic fees including undertaking legal proceedings to recover such debts. The Group reserves the right to make seek reimbursement of reasonable costs associated with the recovery of outstanding debts.

## **9.0 LEGAL JURISDICTION**

- 9.1 Disputes under these regulations or any other regulations of the Group or any contract between the Group and any students shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 9.2 Debt recovery through the Sheriff's Courts in Scotland, where a debtor to the University formally resides in Scotland, is an exception to the general position established under 8.1.

## **10.0 GLOSSARY**

**Fees** A sum of money due to the Group in respect of educational services, that will include tuition (including assessment and examinations), academic supervision, the provision of other academic services and facilities such as library and learning resources, the provision of pastoral and extra-curricular services and the conferment of awards.

**Effective Start Date** The effective start date is the formal commencement date for study on the programme on which the student is enrolled and which is confirmed by the receipt and acceptance of a fully completed and signed Enrolment Form.

For undergraduate students the effective start date for students joining a programme is deemed to be the first day of teaching in week 1 at the beginning of the Academic Year. For students joining a programme at the beginning of Semester B the effective start date is deemed to be the first teaching day of Semester B.

For postgraduate students on a taught programme the effective start date is deemed to be the advertised start date or first timetabled teaching event.

**Enrolment** Enrolment is an agreement between the Group and the student under which the Group provides a programme of studies and makes available academic services and facilities associated with that programme of study. The student, in signing the enrolment form, agrees to certain obligations, including the payment fees for the provision of academic services and facilities associated with the programme of studies.

Enrolment is not completed until an Enrolment Form, signed by both parties, has been received by the Group.

Sponsor	<p>A sponsor is a third party that undertakes to pay any part of a fee owed to the Group by a student. Only undertakings engaged in the private or public sectors are acceptable as sponsors to the Group. This includes the Student Loan Company.</p> <p>An individual who is a member of the student's family is not acceptable as a sponsor.</p> <p>It is the responsibility of the student to provide evidence of a sponsor that is prepared to pay fees, or part of a fee, on behalf of that student.</p>
Group	<p>For the purposes of this document, "the Group" relates to the Hull College Group including its Higher Education courses based in Hull College, Harrogate College and Goole College.</p>
International	<p>The Education (Fees and Awards) (England) Regulations 2007 (Statutory Instruments 2007, No 779) define international for fees classification purposes.</p>
New Regime	<p>Students who fall into one of the categories below:</p> <ul style="list-style-type: none"> <li>• Starting a Higher Education course after 1<sup>st</sup> August 2012</li> <li>• Entering a course after a break in learning with a start date prior to the 1<sup>st</sup> August 2012</li> <li>• Change of mode of attendance from a course that started with a date prior to the 1<sup>st</sup> August 2012</li> </ul>
Old Regime	<p>Students who fall into one of the categories below:</p> <ul style="list-style-type: none"> <li>• Continuing students with no change to mode of attendance prior to the 1<sup>st</sup> August 2012</li> <li>• Students who began their course prior to the 1<sup>st</sup> August 2012 and are enrolling onto an end on course with no change to their mode of attendance</li> </ul>
SLC	<p>Student Loans Company</p>