

HULL COLLEGE GROUP FEE REGULATIONS

FURTHER EDUCATION HOME STUDENTS

ACADEMIC YEAR 2019/20

HULL COLLEGE GROUP FEE REGULATIONS – FURTHER EDUCATION HOME STUDENTS

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This document relates to all students deemed to be 'home students' as defined by the Education and Skills Funding Agency (ESFA). This includes those people who are assessed as UK/EU nationals for the purposes of fee status.

For the purposes of this document, "the College" relates to the Hull College Group.

1.0 CONTEXT – REASON FOR CHARGING FEES

1.1 Each year the UK parliament sets aside significant sums of money to support colleges such as our own. This money, raised through taxation, is spent on facilities for students from the UK and other parts of the European Union. The money available to support programmes being studied by EU students therefore consists of both the tuition fee and a public subsidy. For International students and for EU students on certain courses not publicly subsidised, the only money available to support their programmes is the tuition fee. As such, the fees paid by International students (or their sponsor) and those on non-publicly funded programmes tend to be relatively higher than the fees paid by students from the UK/European Union on publicly funded courses.

2.0 FEES

2.1 For the purposes of the College's fee regulations, the word 'fees' shall be interpreted as:

a sum of money due to the College in respect of educational services, which include such things as tuition, assessment and examinations, academic supervision, the provision of other academic services and facilities, 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 student's course of study, mode of attendance and the student's fee status.

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

2.3 A student shall be liable to pay in full, any fee due to the College. The process of enrolment will not be complete until all fees (including tuition, exam and any additional costs) are paid in full or an approved payment plan or payment by a sponsor, has been agreed with the College.

2.4 Enrolment on a course will be refused where there are outstanding fees relating to enrolments in previous years.

2.5 The College relies on information provided by the student to determine the fee to be paid. It is the student's responsibility to ensure that such information is accurate and complete and is supplied at the times required by the College. A student who knowingly withholds or tenders false information relating to his or her liability to pay a fee will have breached the College's regulations on student conduct and will be subject to the College's disciplinary procedures. This is without prejudice to any rights the College might have in respect of legal proceedings.

- 2.6 Fees are charged based on an individual's status at the time of enrolment. Subsequent changes to an individual's status will not affect their fee status, nor any fee that was payable at the time of enrolment, except for changes to an individual's benefits that entitles the student to fee remission before their course starts. This change in benefit entitlement must pre-date the commencement of the student's course and suitable documentary evidence will need to be provided to support this change of entitlement. Students whose benefits circumstances change prior to the start of their course may request a re-assessment of their fees.
- 2.7 Agreement by the College to accept payment of any part of a 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 (this does not apply to learning delivered in the workplace).
- 2.8 It is the responsibility of the student to demonstrate at enrolment and to the College's satisfaction the existence of any sponsor and the ability of any sponsor to make a payment in respect of fees. The College, at its discretion, may refuse to recognise any sponsor where reasonable efforts have not established the existence of a sponsor or of a sponsor's ability to make a payment. The College shall notify a student of its decision to reject a sponsor.
- 2.9 The College 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.
- 2.10 The College reserves the right to take any reasonable steps to recover any sums due in respect of unpaid fees, which may include using an external debt collection agency.
- 2.11 For students transferring from one course to another, additional fees may be payable, depending on the course and the student circumstances.
- 2.12 Fees for business to business contracted provision directly with specific employers, fee rates will be set in accordance with the agreement of the relevant member of the Strategic Leadership Team. This will be dependent upon market needs and potential/current contract value. (For non-Commercial Division provision, the relevant Director of Curriculum will authorise with the Assistant Director of Curriculum). Fees for all apprenticeship provision will be set following agreement between HCUK Training and the employer.

3.0 TUITION FEES

- 3.1 Tuition fees are fees for enrolment, tuition, and assessment.
- 3.2 The College shall publish annually a schedule of fees separately.
- 3.3 Tuition fees for the amounts specified in the schedule of fees are payable each academic year or other relevant period of study as determined by the College.
- 3.4 No tuition fees are payable by students aged 16-18 on 31 August of the academic year the student commenced their programme of study.

- 3.5 If in exceptional circumstances a lower fee than that shown in the Fees Schedule is paid in the first year of the programme of study, through special negotiation or in error, this will not automatically apply in subsequent years and will be subject to individual negotiation for each year or level of programme.
- 3.6 Where a part-time course is taken in addition to a full-time programme, the fee for the part-time course, plus any applicable examination fees, is payable in addition to the fee specified in the Fees Schedule.
- 3.7 Tuition fees for those students continuing beyond their end date will be based upon Guided Learning Hours and the fee determined in accordance with the published fee bands in the Fees Schedule.
- 3.8 Tuition fees for courses delivered by partner organisations are set by delivery partners in consultation with the College.
- 3.9 For Workplace Learning courses, fees will be charged as per the Fees Schedule.
- 3.10 Students following Study Programmes at other institutions but wishing to undertake GCSEs at the College must have approval from the relevant Business Partner for the College. Fees for such courses will need to be reimbursed by the lead institution where the main Study Programme is being delivered.

4.0 ADDITIONAL COSTS

- 4.1 Occasionally, additional charges may be made to cover materials and consumables required for the programme of study. We will advise students of the charges and how these will be collected. These costs are in addition to any tuition and exam fees.

[Note: Where an additional cost is charged, students will be given clear and concise information on what it covers. This information will be provided to students prior to starting the course.]

- 4.2 Where applicable, additional costs are payable by students of all ages and the fee cannot be waived.

5.0 EXAM FEES

- 5.1 Examination fees are those which relate to Exam Registration, Certification and Exam costs charged by the Awarding Organisations that the College incurs on behalf of the student as part of their programme of study. This does not include membership of professional bodies.
- 5.2 The College reserves the right to charge an examination fee in the case of non-attendance where there is a cost involved.

- 5.3 Funded students aged 16-18 on 31 August of the calendar year the student commenced their programme of study do not have to pay examination, registration or certification fees.

Resits

- 5.4 Payment of an Examination fee (including those students for whom the exam fee is waived for reasons stated above) entitles a student to have one attempt only at that examination.
- 5.5 All students, regardless of status or age, will be expected to pay to resit an examination, or unit of an examination where the Awarding Organisation makes a charge for resits. This must be paid before the College re-enters the student for the examination.
- 5.6 Students resitting Literacy, Numeracy or Functional Skills will not be charged for further attempts at these examinations.
- 5.7 Students resitting GCSE Maths or English having achieved grades D-G or 1-3 (while at the College) are entitled to one free resit.

Late Fees

- 5.8 All students, regardless of status or age, who are late in handing in examination entry forms will incur an additional cost on top of the examination fee. (The College incurs an additional cost from the awarding organisation to enter students for examinations after the original entry/registration deadline has passed.)
- 5.9 The late fee will be added to the cost of the original examination fee and must be paid in full by the student at the time they hand in their examination entry form.

For details of actual costs of late fees, contact the Examinations Office.

External Candidates

- 5.10 An external candidate is an individual who is not enrolled at the College on a qualification delivered by the College for which the examination is requested. Where the College offers the qualification, and has students who will be sitting examinations for that qualification, the College may consider accepting an external candidate.
- 5.11 Payment required by external candidates includes all fees due to the relevant Awarding Organisation and an Administration fee as specified in the schedule.

6.0 FEE WAIVERS

- 6.1 In certain circumstances fees can be waived. These are highlighted in the appendix – ‘Fee Remission’.
- 6.2 Students aged 19+ and in receipt of a fee remission do not have to pay tuition examination, registration or certification fees.

- 6.3 Students aged 19+ eligible for a potential 'level' entitlement, will have their details checked on the Learner Records Service (LRS) website. If the information held on the LRS website contradicts the learning agreement, the student will be asked to supply further information.
- 6.4 Students aged 19+ eligible for a benefit waiver, will make a declaration on the enrolment form that they are in receipt of benefit.
- 6.5 Students aged 19+ eligible for a Maths & English fee waiver, must be studying a level above that they have already achieved as well as a level which is beyond what they have been assessed.

7.0 PAYMENT METHODS

- 7.1 Payments will be accepted in cash, cheque, credit card and debit card. Students enrolling for courses that will be paid by a sponsor will need a letter (on headed paper) from the employer, or an employer e-mail (from a business email address), to confirm this.
- 7.2 Payment by direct debit/instalment is only available to those studying courses of at least one term's duration or equivalent and only where fees are £100 or more. Cash payment by instalments may be considered for students who do not have a bank account.
- 7.3 Payment by direct debit instalment or cash instalment will incur an additional non-refundable £15 charge, which will be added to the total fees payable.
- 7.4 If the Direct Debit account holder has insufficient funds in their account the student will incur a default levy of £5. If the direct debit is cancelled and the instalment remains outstanding after the due date a charge of £5 will be made.
- 7.5 Consideration of a 'payment holiday' will be made for students made redundant and suffering particular financial hardship, and will be assessed by an appropriate fees panel on a case by case basis. Requests in the first instance should be made in writing to the Finance Department at the College.
- 7.6 Where fees are paid by direct debit/instalment, students will be required to pay 20% of the fee at enrolment.
- 7.7 Payment plans can be made on a weekly, monthly or termly basis
- 7.8 Payment plans can be set up depending on the fees of the course. If the cost of the course is between £100 and £499, then the payment plan can be up to 4 months in length. If the fees are over £500 then the payment plan can be up to 6 months in length. All payments must be paid prior to the completion of the course.

8.0 EARLY ENROLMENT/DEFERRED PAYMENT

- 8.1 To support our early enrolment process students are able to defer their deposit or full payment to a later date.

- 8.2 This offer is available for students to defer the agreed fee to the 6th September.
- 8.3 Failure to make this deferred payment could result in the student losing their place on the course.
- 8.4 This offer is only available from 10th June to 16th August.

9.0 BREAK IN LEARNING

- 9.1 A student interrupting their studies on a temporary basis shall not normally be entitled to any tuition fee refund and will remain liable for any unpaid fees for the current academic year.
- 9.2 Once a student commences a break in learning they are liable for the total amount payable up to the point they suspend their studies (i.e. the total direct debit payment payable until the end of the previous month).
- 9.3 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.

10.0 FAILURE TO PAY

- 10.1 Any part of the fee payable by a student/sponsor/employer should be paid within 30 days of invoice/due date of payment. Where a sponsor's payment is outstanding for more than 30 days, the College shall have direct recourse to the student, who shall be automatically liable for any outstanding sum. This is without prejudice to the College's right to require any sponsor to pay a fee on or before enrolment.
- 10.2 Where a payment is outstanding for more than 30 days, a review of the student's individual circumstances will take place. This review will determine finance options and the student's status on the course. Non-payment of student fees in year could result in the removal of facilities (eg. IT facilities, library facilities - depending on a review of individual circumstances), or could result in being removed/suspended from the programme until the outstanding debts are settled.
- 10.3 A student who has been suspended for default in the payment of a 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. In exceptional circumstances, and at the discretion of the Assistant Director of Curriculum, the student may be re-admitted in appropriate circumstances. This regulation is without prejudice to the Group Director of Finance's right to make an arrangement for the payment of fees where a student is in default.

11.0 REFUNDS

11.1 Fees will only be refunded in the following circumstances:

- Where the course is cancelled prior to commencement due to low enrolment (the College reserves the right to cancel courses where enrolment fails to meet the required level) – automatic refund of all fees.
- For courses of >6 hours per week, where a student does not attend or leaves having attended for one week or less full refund less £75 administration fee
- For courses of <=6 hours per week, where a student does not attend or leaves having attended for up to 2 weeks full refund less £75 administration fee
- For the purpose of this policy a week = 5 working days (inclusive) and two weeks are = 10 working days (inclusive).
- Where a student is unable to continue their studies, owing to 'exceptional circumstances', then a refund may be considered, at the discretion of the Group with supporting evidence. Exceptional circumstances may include significant and debilitating health issues supported by medical evidence from a suitably qualified medical practitioner. No refund for previous terms completed or for current term/s.
- Where a course is cancelled by the College after commencement – automatic refund of all fees.
- Additional costs and examination fees will be refunded only where no costs have been incurred by the College.
- Refunds will be issued only where written/e-mailed application for a refund is received within 21 days of the last date of attendance or of the start date of the course.

12.0 LEGAL JURISDICTION

12.1 Disputes under these regulations or any other regulations of the Hull College Group or any contract between the Hull College Group and any students shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Notes:

1. **Correct at the time of publication. The Hull College Group reserves the right to amend fee regulations to reflect revisions in guidance made by the ESFA or other funding providers.**

Linked policies

Praise and Complaints

Equality and Diversity – Single Equality Scheme

Admissions Policy

Learner Support Fund – policies/procedures

Student Behaviour and Disciplinary Policy