

Residential Fees Policy 2023/24

Author	Student Residential Manager
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Person Responsible	Vice Principal (Curriculum)
Approval/ Review Bodies	Senior Leadership Team / Corporate Board
Frequency of Review*	12 months

* Policies will be reviewed more frequently if legal changes or good practice require

Review History		
Date of Review	Reviewed by	Reason for Review
August 2021	Head of Student Support	New Policy Document
March 2022	Student Residential Manager	Annual update
March 2023	Vice Principal (Curriculum)	Annual update

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Related Policies:

Tuition Fees Policy 2023/24

1. Introduction

North Kent College (“the College”) is a not-for-profit organisation. North Kent College trades as Hadlow College at its land-based sites. The residential accommodation is primarily provided at Hadlow College to support students on land-based courses to fully engage in their studies and related activities e.g. early morning or late night duties. The College sets accommodation fees which when associated public funds are taken into account, allows it to cover the full cost of providing high quality, safe and positive residential accommodation, contribute to overheads for the facilities and provide for continued future investment.

2. Objective

This policy seeks to ensure that all prospective students and College staff involved in residential provision understand:

- 2.1 how residential accommodation fees are managed;
- 2.2 fees are set fairly, consistently and transparently;
- 2.3 when and how fees are payable;
- 2.4 the residential fees refund policy, and
- 2.5 the financial support available to mitigate financial hardship and remove barriers to participation.

3. Responsibilities

The Vice Principal (Curriculum) is responsible for reviewing the policy on an annual basis in consultation with the Student Residential Manager.

4. Application

Applications for residential accommodation are open to all eligible students studying at Hadlow College. An application for residential accommodation will not be processed if there is outstanding debt on a student account relating to prior years for any of North Kent College’s activities.

The College reserves the right not to allow a student to return for a new term unless any outstanding fees have been paid or arrangements are in place to pay by agreement with the Director of Finance. Failure to pay for accommodation fees is also likely to result in withdrawal from the associated course, unless there are extenuating circumstances and this has been agreed in advance by the College.

5. Contract Period

Accommodation is allocated to the student at the discretion of the College for the duration of the academic year. All students are required to vacate their accommodation during the winter, spring and summer holiday periods.

6. Payment of Fees

Residential fees are reviewed annually and cover the provision of accommodation including: utilities; maintenance and repairs; staff support for students; enrichment; health and wellbeing activity, and meals, dependent upon the board option chosen. The College has self-catered and half-board options. Self-catered is not available to 16-18 students.

6.1 Payment Options

6.1.1 Payment in full prior to move in.

6.1.2 The College may agree to payments being spread across the year payable by direct debit only.

6.1.3 For FE students enrolling in September 2023, the first payment must be made online, no less than two weeks before moving in and thereafter six-monthly instalments by direct debit. The final payment is due in March 2024

Where a student moves into residential accommodation part way through the academic year, the fees will be pro rata and divided equally by the number of monthly instalments remaining up to and including March 2024. Students will not be able to move into accommodation without paying the deposit and first payment.

6.1.4 HE students can pay in three instalments (linked to the SLC HE maintenance loan payment dates of September, January and April) by direct debit.

Instalments will not be offered to students who have defaulted on previous occasions, unless expressly agreed by the College in advance. The College could reserve the right to adjust the number of instalments.

6.2 Financial Support

The Student Bursary Team College administers a Discretionary Residential Bursary Fund for students aged 16-18, which can cover all but a £25 of residential accommodation fees for eligible FE students. It is a limited fund and will be allocated in order of receipt and assessment of successful bursary applications and supporting evidence.

6.3 Application for Residential Accommodation

Students who are offered a place must pay a non-refundable booking fee of £50 to secure their place.

6.4 Deposit

A residential deposit of £200 is payable by all students who wish to be considered for residential accommodation. The refundable deposit is paid to act as security for the room and to cover any damage, losses or non-payment of fees associated with the residential student.

The payment of a deposit does not guarantee allocation of College accommodation.

The College reserves the right to use the deposit for any non-payment to the College, accommodation or otherwise, at the end of the contract period.

6.5 Guarantor

All residential accommodation contracts, both FE and HE, must be signed by a guarantor who takes responsibility for the terms of the residential contract in case of any breaches including the payment of fees or compensation. In the case of students under 18 this is usually their parent/guardian. The contract is a legally binding agreement between the college and the guarantor.

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

6.6 Refund of Fees and Deposits

No refund will be made during work placement, study tours, stays away from College or any other temporary absence from a room or for meals not taken.

If an applicant withdraws their residential application before enrolment onto their course the deposit is refundable, in full, if the College receives a written cancellation notice before 31 August for the September course start. No cancellation period would apply at other times.

Any deposit refund for a cancellation between 31 August and 10 September will only be made in full if the grounds are that the student's examination results preclude an enrolment, or that attendance is precluded on medical grounds (confirmation is required in writing by a medical professional).

If the accommodation booking is cancelled before 10 September due to an unsuccessful application for a bursary, through the Residential Bursary Fund, a full deposit refund will be given.

Students have a trial period of six weeks from the date they move in. If they vacate their residential accommodation during their trial period, they will be liable to pay up to and including their leaving date and will be entitled to a refund of their accommodation deposit, less an administration charge of £50 (subject to normal refund terms and conditions).

If a student moves out after the six-week trial period for whatever reason, or is excluded from residential accommodation at any time, they will be liable for the fees until the end of the term that the student has withdrawn. An academic Term is defined as Winter, Spring and Summer. If a student has been awarded a residential bursary, the bursary will cease from the date of the withdrawal and the full accommodation fees will be liable until

the end of the term that the student has withdrawn. An academic Term is defined as Winter, Spring and Summer.

6.7 Non-payment of Fees

Should a student have difficulty in meeting the requirements for payment of charges, they should contact a member of the Student Residential team immediately to discuss their situation.

6.8 Procedure for Recovery of Non-Payment of Fees

If the Direct Debit account holder has insufficient funds in their account, the student will incur a default levy of £20.

If the Direct Debit is cancelled and the instalment remains outstanding after the due date a charge of £20 will be made.

Where students breach the terms of instalment agreements or fail to pay residential accommodation fees, the College will use appropriate debt recovery procedures.

These will include chasing letters, referral to debt collection agency, claims to the County Court and County Court Judgements.

The College will seek to recover any Court and/or legal costs incurred in the process of debt recovery. The College reserves the right to exclude such students from the College. Students approved for instalment plans, who are then subsequently withdrawn from the course, will be liable for the balance of the fees outstanding.

7. Legal Jurisdiction and Amendment

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

This policy is correct at time of publication. The College reserves the right to amend residential accommodation fee regulations to reflect revisions in guidance made by funding providers.