# **Tuition Fee and Debt Management Policy**



# **Document Details**

Responsible Office: Finance

Responsible Officer: Deputy Financial Operations Manager

**Approving Authority:** Chief Financial Officer

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Related Policies and Procedures: Study Terms and Conditions, Refund &

**Compensation Policy** 

Supersedes:

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## Purpose

The aim of the policy is to ensure that students understand the fee collection process and debt management steps the University may take. It is also to ensure that fee collection is managed efficiently, managing our debt profile of the University and ensuring that fees are paid in a timely manner, to minimise the amount of unpaid fees and of bad debts to ensure smooth running of operations and not adversely affected planned expenditure.

To that end the policy aims to:

- Outline when payments are expected to be made to Bath Spa University.
- Provide a clear understanding of the actions the University may take to recover unpaid fees.
- Protect students from the adverse consequences of failing to deal with unmanageable personal debt.
- Maximise resources available for investment in teaching and research excellence.

This policy relates to all fees and charges payable to the University by current and former students for the use of its facilities and the provision of its services.

The University will always seek to be sympathetic to individual students' financial circumstances. However, for the University to do so, students must engage in dialogue with the University if they are experiencing difficulties. Students experiencing difficulties in paying any fees and charges should seek help at the earliest opportunity by contacting the Student Fees Team; <a href="fees@bathspa.ac.uk">fees@bathspa.ac.uk</a>.

# Study Terms and Conditions

All students on a programme of study provided by Bath Spa University are required to agree to our Student Terms and Conditions, prior to completing online registration.

#### **Tuition Fees**

The majority of students on a programme of study at Bath Spa University will be required to pay tuition fees. Fees and charges may be in respect of a defined period of study or for a module of study. Fees are normally collected in the academic year in which the period of study or module starts. Progression

through and completion of a programme of study may be affected if this financial obligation is not fulfilled.

Changes to tuition fees are outlined in the Student Terms and Conditions (section 8.4 - 8.5).

## Payment of fees – SLC or third party sponsor

Students who have an approved tuition fee loan from the SLC will have their tuition fee paid directly to Bath Spa University by SLC. Eligible students must apply for a fee loan for each academic year of study and receive confirmation of loan approval.

Where confirmation of fee loan, or other sponsor arrangement is not received, or the sponsor fails to pay, the student will be deemed to be a self-funding student and will be required to pay tuition fees. The University will instigate the debt recovery process, as detailed in section 11, which may include withdrawal from study due to non-payment of fees.

## Payment of fees – self funding students

Students are required to provide evidence of funds to pay, or card data to facilitate instalment plans when completing online registration.

**Home/UK** students will be given the opportunity to pay in instalments. Instalment dates are dependent on the programme of study, as detailed below. Failure to meet obligations or agreements may result in the option to pay by instalments being withdrawn resulting in all amounts due being payable in full.

**International students** who receive an offer of a place on a full-time programme, will need to pay a tuition fee deposit to confirm their place. The deposit will be a minimum of £3,000 rising to 100% of the tuition fee. The deadline for the tuition fee deposit is **31 July** for those students' commencing courses in September and by **30 November** for those starting courses in February.

In all cases, the deposit will need to be paid prior to the issue of a Certificate of Acceptance for Studies (CAS), which is the first step in the process to obtain a student visa for the UK.

International students joining the University are required to pay the remaining balance (full tuition fee for the first year of the course minus the deposit paid) before arrival and commencement of the course.

# Payment of Tuition Fee Timeline

How tuition fee is funded	When payment is due
Tuition fee loans:	Apply via this link: <a href="https://www.gov.uk/student-finance/new-fulltime-students">https://www.gov.uk/student-finance/new-fulltime-students</a> From 6 months prior to course start date, and up to nine months after the start of the academic year, eligible students can apply for a fee loan to cover the cost of tuition fees. Student should aim to have fee loan approval before the course commences.
Self-funding students:	Instalment 1 Undergraduates – 3 weeks after course start date Postgraduates – 3 weeks after course start date
	Instalment 2 Undergraduates – when semester one resumes Postgraduates – beginning of Trimester two Instalment 3 Undergraduates – when semester two resumes
	Undergraduates – when semester two resumes Postgraduates – beginning of Trimester three

The exact instalment dates are available on the website, and are subject to change each academic year: <a href="http://www.bathspa.ac.uk/students/student-finance/tuition-fees/undergraduate-and-foundation-fees/">http://www.bathspa.ac.uk/students/student-finance/tuition-fees/undergraduate-and-foundation-fees/</a>

Students should note that any outstanding fees will fall into the debt recovery process, which may include withdrawal from study due to non-payment of fees.

Payment of any **pre-sessional fee** (where applicable) must be paid in full before commencement of the course.

#### Accommodation

Students in University accommodation should refer to the specifics of their licence agreement for weekly rates and any other charges or fines that may be applied.

# **Payment Methods**

Where students are self-funding, the preferred method of payment for tuition and accommodation fees is by UK debit card. Students will have the option to leave card data when completing the online registration process and this card data will facilitate the instalment plan, by way of a recurring card mandate.

Students making payment from an overseas bank account should refer to the "<u>How to Pay</u>" pages of the website for payment methods available. The currency conversion rate is subject to prevailing rates, determined by the money markets. Cash payments for fees are not accepted.

## **Payment Reminders**

Students are reminded that they are contractually obliged to pay tuition fees regardless of whether an invoice is received or not. Tuition fees are payable for each academic year.

The University may remind students of fees, fines and other charges due by means of invoices, letters and statements, however, these are reminders only and students are contractually responsible for paying fees, fines and other charges on time whether invoices, notices or statements are received or not. The Finance Department's primary method of communication will be through the student's Bath Spa University email address. It is the student's responsibility to access this email address regularly. Failure to check this email address is not an acceptable reason for late or non-payment of fees or charges due.

All payments made to and from the University in respect of student fees, fines and other charges must be made in £sterling. Any currency conversion costs or other charges incurred by a student or sponsor in making a payment or in receiving a refund shall be borne by the student or the third party making or receiving the payment and shall not be deductible from the amounts due to the University.

# Early Withdrawal

Students who wish to withdraw from their course of study may do so, however there are strict time limits and fees may still be payable for all or part of the academic year as detailed below. Please refer to <a href="MyServices">MyServices</a> for further information and procedure.

#### Fee Liability

Course fees will be re-calculated in accordance with national guidelines published by the Student Loans Company. The amount of the Course Fees which a student will be liable to pay depends on the point at which they withdrawn from the course and which of the 3 liability periods this falls in.

Undergraduate and Postgraduate students	Date of Withdrawal	Fee Liability
Full time Year 1	On or before the last day of the 1 <sup>st</sup> teaching week.	No liability. From the start of the 2 <sup>nd</sup> Teaching week in Semester 1 onwards the liability is the same as full-time students continuing their studies.
Full time continuing –	Between the second	25% of the annual fee
Liability 1	teaching week of Term 1	

Undergraduate and Postgraduate students	Date of Withdrawal	Fee Liability
	and until the day before	
	Team 2 commences.	
Liability 2	Between the beginning of	50% of the annual fee
	Term 2 and until the day	
	before Term 3 commences	
Liability 3	On or after the start of the	100% of the annual fee
	teaching week in Term 3	

Students who have a course commencement date outside of the Autumn term will follow the SLC liability dates, as per their course term dates.

Students wishing to withdraw from their accommodation should refer to the terms and conditions of their licence and discuss the financial implications of early withdrawal with the Accommodation Team **before** vacating their room.

## **Additional Costs**

The University may be required on occasion to raise invoices to students for additional costs. These may include but not be limited to library fines; short term loan repayment; trip fees or provision of other resources. Such invoices are payable within 30 days of the date of invoice. The invoice will clearly state the due date. Students who fail to pay such invoices will be subject to debt management procedures which form part of this policy.

# **Debt Management**

The University is committed to fair treatment of all students and will seek to be sympathetic to, and understanding of, each individual student's financial circumstances. However, for the University to do so, students must engage in dialogue with officers of the University if financial difficulties are being experienced, to find suitable solutions where possible.

Where a student is suffering financial difficulty, they must contact the Student Fees Team at the earliest opportunity, preferably before an instalment becomes overdue.

Students who have not paid their tuition fees by the due dates will be subject to sanctions in accordance with the Student Terms and Conditions of Study and the University's Regulations and Policies, including the debt management procedures which form part of this policy, which may include withdrawal from study.

Students are advised to maintain regular contact with the University to advise on payment issues and to demonstrate that reasonable action is being taken regarding the debt.

Students experiencing financial difficulties in paying any fees and charges mut seek help at the earliest opportunity.

For tuition fees and related charges and costs, contact the Student Fees Team, within the Finance Department, via MyServices

For accommodation matters, contact the Accommodation team – email: <a href="mailto:accommodation@bathspa.ac.uk">accommodation@bathspa.ac.uk</a> or phone: +44 (0) 1225 876 777.

All students can access Student Wellbeing Services for advice and guidance – ask a query via MyWellbeing or phone +44 (0) 1225 876 543.

Full details of student wellbeing support offered can be found here: http://www.bathspa.ac.uk/students/student-wellbeing-services/

An access fund exists to help student who are facing financial difficulty, but please note that, while students can apply for help from these Funds, the funds are limited and are designed to provide supplementary support to students in hardship. They are not intended to be a student's primary source of income. Further information is available on the website, along with details on how to apply. <a href="http://www.bathspa.ac.uk/students/student-finance/scholarships-and-bursaries/bath-spa-university-access-fund/">http://www.bathspa.ac.uk/students/student-finance/scholarships-and-bursaries/bath-spa-university-access-fund/</a>

## **Debt Recovery Process**

#### **Tuition Fee Debt**

Whilst the procedure to collect outstanding tuition fee debt is specific to each case the following credit control stages will be taken.

Students are required to provide evidence of funds to pay, or card data to facilitate instalment plans when completing online registration.

Debt stage One – 3 weeks after the course commences and no funds received an email will be issued to both Personal and BSU e-mail addresses held, requesting payment or to agree instalment plan within 14 days.

Debt Stage Two – an email will be issued to both Personal and BSU e-mail addresses held, requesting payment or to agree instalment plan within 14 days. Students will be reminded of the Study Terms and Conditions, specifically the breach of contract for non-payment of fees and we will liaise with course tutors in encouraging students to contact the student fees team.

Debt Stage Three – a formal written reminder sent to the student's permanent UK

address (for Overseas students, letters sent to local address), and to both Personal and BSU e-mail addresses held, advising students that the student ability to continue to study is at risk. Students will be given 14 days to make payment or arrange a satisfactory payment plan with finance.

Debt Stage Four – We will liaise with our Student and Registry Services to request that the student is withdrawn from study due to breach of contract with non-payment of fees. This will result in the student status being updated and students will no longer be able to:

- Access University systems and learning facilities.
- Receive fee and maintenance loans, or grants and bursaries and future finance support will be stopped, and you must repay any other payment.
- Remain in the UK as it may impact the immigration status of international students.

Debt Stage Five – Fees charged will be amended in accordance with course fee liability detailed in section 8. A fifth formal letter informing the student to advise of any reduce fee, with all fees due being passed to BSU's debt collection agency to begin formal litigation recovery which may include but not limited to seeking recovery through the County and/or High Courts. In addition, failure to pay tuition fees may result in the following sanctions being applied to you.

- Prevention from re-enrolment.
- Certificates, references and transcripts will be withheld.
- Withdrawal of Tier 4 visa (International student).

#### **Accommodation Debt**

Finance will collect debts on all accommodation charges, as per the licence agreement with the University. This will apply to charges for both rental and damages.

Debt Stage One – 3 weeks after the course commences and no funds received an email will be issued to both Personal and BSU e-mail addresses held, requesting payment or to agree instalment plan within 14 days. The accommodation team will hand deliver the letter to the student accommodation.

Debt Stage Two – an email will be issued to both Personal and BSU e-mail addresses held, advising the student that they will be invited to a meeting to discuss the accommodation arrears and breach of the licence terms, if payment is not forthcoming in 14 days.

Debt Stage Three – The formal meeting will be arranged, and the meeting will be attended by an accommodation and finance team member. A formal written reminder will be sent to the home address to ensure the student has not left the accommodation without following the University withdrawal process.

Debt Stage Four – should the second instalment fail and no forthcoming payment, or satisfactory payment plan the account will be passed to BSU's debt collection agency to begin formal litigation recovery which may include but not limited to seeking recovery through the County and/or High Courts.

### **SLC and Third Pary Sponsor Debtors**

Where tuition fees are paid by the SLC, SAAS, the University acknowledges and accept the payment arrangements of these funding bodies.

All other sponsor terms are 30 days and detailed on the invoice unless otherwise stated.

Where payment of fees is not forthcoming, the fee liability will revert to the student, and the student will become responsible for payment of fees and the tuition fee credit control stages will be applied.

#### **Commercial Debtors**

Commercial payment terms are 30 days and detailed on the invoice, unless otherwise stated.

Overdue reminders will be issued from the Financial Operation team and will follow an automated process, progressing to third party debt referral, or recovery of monies due via County Court action.