



**University of Brighton**

# Tuition Fee Policy (version 7)

Effective from

1<sup>st</sup> August 2018

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## 1. Introduction

This policy governs how the University of Brighton will apply and calculate tuition fees for all new and continuing students. The university reserves the right to amend this policy from time to time, in the light of prevailing circumstances (including legislative and regulatory changes). Where amendments have been made to this policy, these will be set out in APPENDIX 2. Continuing students will be asked to accept the university's amended Tuition Fee Policy as part of the re-enrolment process.

This policy forms part of the university's terms and conditions and should be read in conjunction with the [Student Contract](#). Tuition fees are usually charged on an academic year / annual basis depending on a student's tuition fee status and the applicable fee regime. These will be subject to an annual increase, throughout the student's period of enrolment on the course (subject to any maximum regulated tuition fee limit).

Students retain ultimate liability for the payment of their tuition fees, whether invoiced or not, including where sponsorship, grant or loan agreements have been approved. The university reserves the right to permanently exclude a student for the non-payment of tuition fees in accordance with the procedures set out in Appendix 1: **Students in Debt to the University**, which, together with this policy, is made available online to all students prior to the completion of the enrolment process.

## 2. Tuition Fee Information

Tuition fees can either be classified as regulated (i.e. the UK government sets the legal maximum that can be charged in an academic year) or unregulated, which are set by the university.

Eligible UK/EU undergraduate students on designated courses would normally be subject to regulated fees. A limited number of postgraduate courses (such as those for integrated masters, Initial Teacher Education and Architecture) are also regulated by legislation for eligible UK/EU students. All other tuition fees are set at the discretion of the university.

Full-time tuition fees for new / prospective students are available by course name on the university's website (<http://www.brighton.ac.uk/courses/>). Part-time tuition fees are generally calculated pro-rata to the full-time tuition fee, depending on the number of course / module credits that are registered as part of a student's study diet. There are a number of exceptions to this rule, including the statutory maximum charge for courses that have been designated as eligible for UK/EU tuition fee loans. Detailed tuition fee information for part-time and continuing students is available from Academic Services ([fees@brighton.ac.uk](mailto:fees@brighton.ac.uk)). Other than in a student's offer letter, only Academic Services' staff are authorised to provide a definitive assessment of tuition fees. All other tuition fee information provided by non-authorised staff will be considered advisory only and non-binding on the university.

### 3. Fee Statuses and Fee Regimes

The university uses a student's fee status to help determine the category of tuition fee liability. These are broadly:

- UK/EU regulated fees (pre 2012-13 entry)
- UK/EU regulated fees (entry from 2012-13)
- UK/EU Equivalent / Lower Qualification Students: ELQ (pre 2012-13 entry)
- UK/EU Equivalent / Lower Qualification Students: ELQ (entry from 2012-13)
- International Students (pre 2012-13 entry)
- International Students (entry from 2012-13)
- Island Students (the Channel Islands and the Isle of Man)
- NHS Bursary Funded Students
- Other UK/EU Students

The university will assess a new student's fee status as part of the application process and this will be confirmed during the enrolment process. This status will be set for the duration of the course of study, subject to any legal requirements.

#### 3.1 *UK/EU Regulated Fee Students*

A student will remain on the specific regulated fee regime (e.g. post 2012-13 entry) for the duration of their studies. The exception to this is when a pre 2012-13 entry student transfers to a new course with a different mode of study (e.g. full time to part time). In this instance a student will be considered a new entrant and liable to the higher regulated fee regime introduced from the 2012-13 academic year. Part-time students under this category are usually eligible to apply for a tuition fee loan from the Student Loans Company (SLC) to cover the cost of their studies whilst at university.

#### 3.2 *UK/EU Equivalent or Lower Qualification Students (ELQs)*

In 2008 the UK government withdrew funding from universities in respect of most UK/EU students whose qualification aim was equivalent or lower than a qualification that they had already been awarded. As a consequence, the university required most new ELQ entrants, from the academic year 2009-10, to pay a tuition fee that was equivalent in value to an international tuition fee.

ELQ students that started their course prior to a 2012-13 entry will continue to be liable for the relevant ELQ tuition fee applicable at the time of their original enrolment to their course, subject to the annual increase. New ELQ entrants from 2012-13 will be charged the same tuition fee as other UK/EU students on the same course.

#### 3.3 *International Students*

Students who cannot be classified as UK/EU, Island or NHS students due to their residency or immigration status, will be subject to international fees. International students who commenced their studies prior to 2012-13 will remain on the same fee level for the duration of their course, subject to course transfers and repeat fees. The course fees for international students starting their course after 1st August 2012 will be subject to an annual increase.

If an international student's status is altered to UK/EU during their period of study, the university will follow the UK regulations in force at the time to determine a student's fee liability and whether this can be back-dated.

### 3.4 *Island Students*

Students who are resident in the Channel Islands or the Isle of Man will usually be classified as Island students. The tuition fee for undergraduate Island students who started their course before 2012-13 was set by the Inter Island Authorities and Universities UK. These students will remain on the agreed fee structure for the duration of their course. Undergraduate Island students who are entering from the academic year 2012-13 will be charged the same as standard UK/EU students, except those studying Bachelor of Medicine, Bachelor of Surgery, who are subject to a different fee structure.

Postgraduate Island students are subject to a separate fee status on courses where a regulated fee does not apply to UK/EU students.

### 3.5 *NHS Bursary Funded Students*

Students who begin a pre-registration course in nursing or another profession allied to medicine (e.g. podiatry, physiotherapy, occupational therapy) from the academic year 2017-18 are classified as UK/EU regulated fee students (see section 3.1). Continuing Pre-registration students who have their tuition fees paid for them by an NHS organisation or funder will be considered to fall under this classification. No tuition fees will usually be charged directly to the student (subject to confirmation of sponsorship), but the university reserves the right to charge for any repeat fees, calculated in accordance with this policy, should the NHS funder refuse to pay for a student repeating an element of an academic programme.

### 3.6 *Other UK/EU Students*

This classification relates to UK/EU students who are not subject to regulated fees, or considered to be non-exempt ELQs or NHS bursary funded. Most students will therefore be UK/EU postgraduate students or studying courses that fall outside the UK student support and tuition fee regulations, such as stand-alone modules.

## 4. **Annual Tuition Fee Increase**

Where UK/EU students are subject to regulated fees, the annual fee increase cannot exceed the UK government's maximum regulated tuition fee limit set for the relevant academic year (see 3.1 for definition of UK/EU Regulated Fee Students). For all other students, i.e. those not subject to regulated fees, tuition fees are subject to a maximum annual increase of the higher of 5% or RPI.

Where RPI is used to increase fees, this will be the annual movement in the index as at the April before the commencement of the previous academic year (e.g. the relevant RPI for 2018-19 fees would be annual movement to April 2017).

The university will publish all relevant fee changes on its course web pages approximately one year in advance of the relevant academic year.

## **5. Tuition Fee Liability**

Liability for the payment of tuition fees will be from the first term that a student enrolls or is expected to enrol (or re-enrol). Delayed enrolment (or re-enrolment) which is attributable to the student, will not reduce the fee liability for the course or programme of study, even if this may have limited access to some university services.

Students who have not completed the enrolment process are not permitted to attend the university, access university services or use university accommodation, property or facilities. A student who does not fully complete enrolment, but who either attends the university, accesses university services or uses university accommodation, property or facilities will, by their conduct, be deemed to have accepted the university's terms and conditions from the start of their offered course and will be liable for tuition fees calculated in accordance with this policy.

## **6. Tuition Fee Deposits**

Some students (depending on their course or classification) are required to pay a deposit as a condition of their offer of a place on a course. This will be clearly set out in the offer conditions sent to the student, prior to them accepting a place. The deposit is generally considered non-refundable, but will be refunded in certain [circumstances](#).

## **7. Repeat Tuition Fees**

All students who have been assessed by the relevant Course Examination Board as having failed a module or element of their course and are registering for a full period of repeat study (including attendance if required) are liable to pay a repeat tuition fee. The repeat tuition fee will normally be calculated with reference to the number of academic credits being repeated in proportion to the relevant full-time tuition fee and study diet. Where a student is repeating an academic year in full they will be liable to pay the full annual tuition fee.

The university will not charge repeat tuition fees to a student who is only repeating an assessment only or has been referred in a module or element of their course (as defined by the university's General Examination and Assessment Regulations – [GEAR](#)). Students requiring to repeat a placement are not deemed to be undertaking the assessment only, and will be charged for the full cost of this repeat based on the credit value of the placement module, in addition to any other repeated modules they are required to take in full.

The university will not charge repeat fees where a Course Examination Board has deferred an assessment by accepting mitigating circumstances, as per the procedures set out in GEAR. In such circumstances, the student will be considered to be studying the repeated module as if it were the same attempt as previously recorded. The student's attempt record for the relevant module will therefore not be incremented.

For the avoidance of doubt, where a student is registering for a full period of repeat study that has increased the attempt record, a repeat fee is payable.

## **8. Course and Study Mode Transfers**

It is a student's responsibility to establish any potential changes to their tuition fee

liability if they are considering transferring to another course or mode of study (e.g. full-time to part-time). All enquiries regarding potential tuition fee changes should be addressed to Academic Services ([fees@brighton.ac.uk](mailto:fees@brighton.ac.uk)). Students will receive a confirmatory email from Academic Services, setting out the estimated fee changes, based on the information that has been provided by the student. If incomplete or incorrect information was provided to Academic Services by the student, the university will consider the tuition fee estimate to be advisory and non-binding.

## 9. Part-Time Fees and Changes to Study Diet

Each course usually comprises a number of modules, which in turn represent academic credit values. Part-time taught students are set a study diet for a number of modules (and therefore academic credits) for a given academic year. Depending on the course type and student status, the part-time tuition fee will be calculated with regard to the number of academic credits being studied in proportion to a full-time study diet and tuition fee (unless the course is subject to a fixed tuition fee for the academic year).

If a student changes their study diet during the academic year, this will result in a recalculation of the tuition fee (unless fixed). Where a student withdraws from a module in an agreed study diet, the fees for that module will be charged in accordance with section 16 of this policy. Any modules added to the study diet will be charged at the full annual rate.

Regulated tuition fee students will not be eligible for a SLC tuition fee loan if their study intensity falls below 25% of a full-time study diet (i.e. less than 30 academic credits per academic year).

## 10. Post Graduate Research Student Fees

Academic Fees for Research Students are calculated with reference to the number of months (including partial months) they are registered on their programme of study in relation to the research academic year. For example, in the first year of registration students who start in January will be charged 9/12ths of the annual fee, April registrations 6/12ths and students registering in October will be charged the full annual fee.

## 11. Writing-up Fees for Research Students

The university has a writing-up fee system for students who are in the final stages of their doctorate. This allows students who have completed their research and a full draft of the thesis to apply for a **maximum** of one year's registration at a reduced fee to recognise administrative costs and limited supervision. A full thesis draft is defined as at least the first draft of all thesis chapters. Doctoral students beyond their minimum period of study are eligible to apply.

The supervisors will judge the application for writing-up fee status and make a recommendation to a Director of Postgraduate Studies against two criteria:

- i. that students have presented to their supervisors a full draft of the thesis, all research is complete and the candidate must be engaged solely with writing-up. In the case of practice-based areas, supervisors should judge from the evidence available whether the progress made in both written and practical/creative work is equivalent to the levels above;

- ii. that beyond commenting on a final draft, minimal supervision is required.

The recommendation is subject to approval by a Director of Postgraduate Studies, whose decision is final.

## **12. Discounts, Rebates, Scholarships and Studentships**

The university operates a number of tuition fee discount and rebate schemes that are subject to separate terms and conditions. These can change from year to year and therefore students should not rely on receiving the same tuition fee reduction for each year of study. Discounts and rebates are provided at the discretion of the university and must be applied for in each relevant academic year of study. If the university does not consider that a student has met all the [terms and conditions](#) of the relevant discount or rebate scheme, then a student will be considered ineligible to receive a tuition fee reduction.

[Scholarships and studentships](#) have additional terms and conditions, including, in some instances, the removal of the scholarship/studentship if a student withdraws from their course or transfers to a different course. Scholarship/studentship students should ensure that they fully understand and agree to the specific scholarship/studentship terms before enrolling on their course and becoming liable for any tuition fees.

## **13. Additional Academic Fees and Charges**

Some courses are subject to additional fees and charges that are not covered by the main tuition fee. These usually relate to optional activities on the course (such as field trips or additional materials/resources), but may include other fees for some postgraduate courses. Students should contact the relevant school office or course website to obtain an estimate of these additional costs.

Students may also incur other costs, such as library fines or charges for lost or damaged equipment.

## **14. What Does the Tuition Fee Cover?**

Tuition fees cover the educational and related services made available to students whilst they study at the university, including tuition / supervisory services, access to learning / technical resources, assessment of submitted work and support / welfare provision. Information regarding specific courses is available online at [www.brighton.ac.uk/courses](http://www.brighton.ac.uk/courses). If these services are disrupted (for example through industrial action) the university will make reasonable adjustment to ensure that students are not disadvantaged in completing their course. These adjustments are covered by the tuition fees.

Research student fees cover the educational and related services made available to research students whilst registered with the university including supervisory services, access to learning resources, assessment of work and welfare provision. Bench fees and consumables, where relevant, may incur an additional cost.

The tuition fees exclude other charges that may be incurred through accessing other university services (including residential accommodation and the examples given in section 13). These fees and charges depend on the choices that a student makes after enrolment and therefore cannot be accurately estimated at the beginning of a course or programme of study. This information is available to students before they commit themselves to further costs.

## 15. Payment of Tuition Fees

Payment of the annual tuition fee becomes due once a student is fully enrolled (or is deemed to have fully enrolled through their conduct – see section 5). Payment of the tuition fee is not dependent on the production of an invoice from the university as a student should already be aware of their potential tuition fee liability.

Undergraduate students whose fees will be initially funded by a tuition fee loan provided by the Student Loan Company (SLC) will have their fees collected from the SLC as per their loan agreement.

Fully self-funding students can opt for an instalment plan of no more than 6 months, beginning in the October of the relevant academic year (i.e. fees should be paid in full by the following March).

Fully or partially officially sponsored students should ensure that their fees are paid in full by the 1 November of the relevant academic year, or within four weeks of their course start date if this is later than 1 November.

Payment of tuition fees can be made through the following methods:

- **Bank Transfer:** using the university's [bank transfer service](#) powered by its partner Western Union Business Solutions;
- **Online:** to pay fees online: <https://pay.brighton.ac.uk/open/>;
- **Card: by credit or debit card:** either online payments (see above) or in person at The Income Site offices. We regret we are unable to accept Diners Card. Recurring card payment plans of up to 6 instalments can also be agreed subject to status. Please contact the Finance Department to arrange this plan (01273 642959).

Please make sure that one of the following references is quoted when making a payment:

- The 8 digit Student ID number (from your UniCard) and name
- Customer account number
- Invoice number

If a student (or their sponsor) defaults against an agreed payment plan the student will be subject to the procedures for student debtors as set out in the Appendix 1:

### **Students in Debt to the University.**

Sanctions against non-payment include the restriction of teaching and learning facilities, refusal to re-enrol, withholding an academic award, refusal to graduate or exclusion from the university. In addition, the university may take legal action in order to obtain a County Court Judgement to recover the amounts owed. An international student who has been excluded can no longer be sponsored by the university for visa compliance purposes.

## 16. Withdrawals, Refunds and Cancellation

Students have a statutory right to cancel their pre-enrolment contract during a “cooling-off” or cancellation period of 14 calendar days after the day you accept the offer. If they enrol online, rather than face-to-face on university premises, they have a further statutory right to cancel their enrolment contract during the 14 day cooling-off period which expires 14 calendar days after the day they enrol (see sections 5.5 and 5.6 of the Student Contract for further explanation and notification of cancellation).

Additionally, the university permits all students starting a new award bearing course (not a stand-alone module or short course) to withdraw from the course without charge if they do so 14 days after the start of the academic year or the formal start date of the course (whichever is the later).

Beyond the statutory and permitted cancellation periods set out above, taught students who withdraw from the university must notify their course leader in writing of their intentions. The university will confirm an official leaving date to the student, which will be used to assess any fee liability. Research students must complete the ‘withdrawal from studies’ form (please refer to the [Code of Practice for Research Degrees](#) ).

With the exception of students enrolled on stand-alone/single modules, all other withdrawing undergraduate and postgraduate taught students’ tuition fee liability will be calculated as per the following formula:

1 x Term enrolment = 25% annual tuition fee;

2 x Term enrolment = 50% annual tuition fee;

3 x Term enrolment = 100% annual tuition fee.

Enrolment is used to refer to both enrolment and re-enrolment and includes presumed enrolment (i.e. if a student has not fully completed the enrolment process, but continues to access university services). Delayed enrolment, which is attributable to the student, will not alter the presumed enrolment date – see section 5 above).

The above formula will be applied whether or not all academic modules have been delivered at the time of withdrawal.

New students who are not enrolled on stand-alone modules can cancel their contract with the university by withdrawing within 14 calendar days of the start of the academic year or the formal start date of the course (whichever is the later) and will not be charged tuition fees for this period of enrolment.

Students enrolled on stand-alone modules are liable for 100% of the tuition fee from enrolment (or presumed enrolment), but can cancel the contract without charge if the university has not provided any services in relation to their enrolment and the student has withdrawn from the module(s) within 14 days of their online enrolment.

Withdrawing **research** students' annual academic fee liability is calculated in proportion to their period of registration in the relevant academic year (e.g. 6 months registration equates to 50% of the annual academic fee). New research students will not be charged academic fees if they withdraw within 14 calendar days of their formal initial registration date.

Any overpayment of tuition fees calculated with regard to the above formulae will either result in a reduction of any SLC tuition fee loan, a refund to the official sponsor or a refund to a self-funding student, whichever is applicable. University scholarships/studentships may be removed if a student withdraws from their course.

## 17. Intermission or Suspension of Studies

Undergraduate and postgraduate **taught** students may be permitted to intermit their studies (a temporary pause at the end of a stage of study) subject to their course leader's consent. Postgraduate **research** students will require the consent of their supervisor or the Director of Postgraduate studies.

Where a student has intermitted during an academic year, but after 14 days from the beginning of the academic year for new student, their tuition fee liability for that year will be adjusted according to the following table:

Date of Intermission Falls Within	Return Date Falls Within	Annual Tuition Fee Reduction
1 <sup>st</sup> Term	2 <sup>nd</sup> Term	0%
	3 <sup>rd</sup> Term	25%
	Next Academic Year	75%
2 <sup>nd</sup> Term	2 <sup>nd</sup> Term	0%
	3 <sup>rd</sup> Term	0%
	Next Academic Year	50%
3 <sup>rd</sup> Term	Next Academic Year	0%

No fee liability will arise if a new student intermits within the first 14 calendar days of an academic year.

This adjustment is not available to students on stand-alone/single modules, who will be liable for the full module fee.

Where the return date of an intermitting student falls into a subsequent academic year from when the intermission started, the tuition fee liability for the year of return will be calculated on the following basis:

Normal annual tuition fee liability (for year of return), less the fees paid in year of intermission.

Postgraduate **research** students who are suspending their registration will have their academic fee liability calculated in proportion to the period of registration in the relevant study year (e.g. 6 months registration equates to 50% of the annual academic fee).

Intermitting or suspended students are not permitted access to some academic services / resources. If a student wishes to access these facilities whilst intermitting etc they must receive permission from their course leader or research supervisor. If permission is obtained, a small charge may be levied by the relevant school, depending on the access required.

## **18. Tuition Fee Reviews and Appeals**

Queries concerning the tuition fees that have been calculated and charged should be initially directed to Academic Services ([fees@brighton.ac.uk](mailto:fees@brighton.ac.uk)) to rectify any obvious errors or omissions. If a student is not satisfied that their issues have been fully addressed, they can request a review by appealing in writing to the Director of Finance at:

Finance Department  
University of Brighton  
Mithras House  
Lewes Road  
Brighton  
BN2 4AT

Or email [hof10@brighton.ac.uk](mailto:hof10@brighton.ac.uk)

All documentary evidence supporting the review should be enclosed with the written appeal. The appeal will be investigated by the Director of Finance (or their nominee) and a response will be provided within 30 days of the receipt of all relevant information required to complete the review.

Any concern or complaints regarding the quality of the university's academic provision or the student experience should follow the university's [Student Complaint Resolution](#) process. The outcome or recommendations from the complaints procedure will be taken into account when reviewing the level of tuition fees charged through the tuition fee appeal process.

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*Version 7: Updated July 2018*

## **APPENDIX 1: STUDENTS IN DEBT TO THE UNIVERSITY**

### **1 General principle**

The university will take action (set out in 3.2 below) to recover all outstanding debts owed by students.

The university will encourage students in financial difficulty to seek advice or counselling from the Student Services Department (Student Advice Team), from the Students' Union or from an agency external to the university.

No student is allowed to enter a repeat year of study, proceed to a subsequent year of a course, transfer to any other course within the university or receive a final award unless all outstanding tuition fee debts have been paid. In addition, a student may be excluded during the academic year if a debt for tuition fees is overdue. In such circumstances the Tuition Fee will be adjusted to reflect the Tuition Fee Policy and action to recover the adjusted outstanding balance will continue as per section 3.4.2 of this appendix.

The university reserves the right to amend its policy on debt management and collection from time to time, in the light of prevailing circumstances.

### **2 Action taken against students in debt**

#### **2.1 General**

There are three general categories of debt: tuition fees, accommodation fees and sundry debts.

#### **2.2 Tuition fees**

Students are responsible for the payment of all tuition and registration fees irrespective of how these are funded. Tuition fees become due at the start of the academic year in which students have enrolled / re-enrolled. If students are able to produce evidence that their fees are to be paid on their behalf by the Student Loan Company (SLC), Student Finance England (SFE), or a sponsor, the university will invoice the SLC, SFE or the sponsor directly. In all other cases, students are required to make arrangements to pay their tuition and registration fees personally. The university will collect the fees due via one payment in full (usually before the 1 November).

For fully self-funded students there is an option to pay by up to six instalments via recurring card agreement (paid by either debit or credit card) usually ending in March of the relevant academic year.

For each instalment option a student will be provided with details of the relevant payment dates. If a payment date is missed, the debt will be considered overdue. The university reserves the right to exclude students from the university during the academic year if tuition fees are not paid when due.

Some students may be eligible for discounts or early settlement rebates. Please see the university [website](#) for more details.

Details of tuition fee liability is set out in detail in the university's Tuition Fee Policy including the fee liability of withdrawing or intermitting student. This is also set out on the university's website regarding the [consequences of leaving](#).

### **2.3 Student Accommodation fees**

The schedule for payment of accommodation fees is set out in the tenancy agreement between the university and the student. This will usually allow payment to be made over up to 3 termly instalments (excluding the initial payment), by recurring card agreement (paid by debit or credit card).

The penalty for non-payment during an academic year or other appropriate period of study will be the issuing of a notice to quit followed by a court order for eviction from the accommodation. In addition, the university will seek recovery of the outstanding amount either via a debt collection agency or through the courts. The latter may result in a County Court Judgement being issued against the student, which will affect a student's future credit rating.

### **2.4 Sundry debts**

This is the invoicing process for all other types of debt including nursery fees, field course contributions and fines for overdue / non-returned library books. At the point a final demand is issued by the university access to the service for which the debt is unpaid will be suspended and not reinstated until the debt is settled. In addition, the university will seek recovery of the outstanding amount either via a debt collection agency or through the courts. The latter may result in a County Court Judgement being issued against the student, which will affect a student's credit rating.

## **3 Regulatory framework for students in debt to the university**

### **3.1 The Vice-Chancellor's responsibility**

It is the Vice-Chancellor's responsibility to ensure that all monies owed to the university are collected, and that appropriate action is taken when debts become overdue. Students in debt to the university for tuition fees may be excluded during an academic year by the Vice-Chancellor, where the Vice-Chancellor is satisfied that the appropriate procedure has been followed (as set out below in section 3.4 below).

### **3.2 Appropriate actions against students in debt to the university**

The following sanctions may be imposed (in combination, where appropriate), depending on the level and type of debt:

#### Tuition / Academic Fee Debt:

- exclusion (following notice of the intent to do so – see 3.4);
- non-processing / non-grading of examinations and assessments;
- refusal of enrolment or re-enrolment;
- refusal to graduate or confer graduation;
- invitation to award ceremonies withdrawn;
- withholding of any certificate due to be awarded.

## Student Accommodation Debt

- eviction from student accommodation;

### All Debt (tuition fees, accommodation, sundry debt):

- restriction or suspension of access to services related to the overdue debt;
- referral to debt collection agency;
- court action for the recovery of debt (County Court Judgement) including the issuing of a warrant of execution (powers to collect a student's property in lieu of the debt by officers of the court – i.e. bailiffs).

### **3.3 Debt collection agency**

Outstanding debt will normally be referred to the university's debt collection agency, but it is only the university that is permitted to initiate legal proceedings. If a student leaves the university with outstanding debts, the debt collection process continues, including legal proceedings for a County Court Judgement and an application to recover amounts owing (including a warrant of execution).

### **3.4 Tuition fee debt collection process**

The standard procedure for collecting tuition fee debts is set out below. At each stage of the process, the Director of Finance has authority to review all aspects of the debt and its collection, in liaison with the student, and to authorise a variation of the process. This authority may also be delegated.

#### **3.4.1 Production of Tuition Fee invoice**

Invoices for tuition fees are issued as soon as practicable after a student has fully completed the enrolment process, and the fees become due immediately. Unlike other university charges, there is no 30-day payment period for tuition fee debts. Students should be aware of their likely tuition fee liability and therefore should not wait to be invoiced if they wish to pay their fees in order to be eligible for an early settlement rebate (for which other terms and conditions also apply).

#### **3.4.2 Exclusion panel**

If tuition fees are not paid when due, the student will be considered for exclusion from the university. The student will be given the opportunity to submit relevant information in support of their case, which must be considered by the Exclusion Panel.

The Director of Finance is responsible for bringing recommendations for exclusion to the Exclusion Panel which will consider information submitted by the student and provided by the Finance Department, Academic Services and, where relevant, Student Services. In appropriate cases, the Exclusion Panel will recommend that individual students be excluded by the Vice-Chancellor.

If the Vice-Chancellor is satisfied with the recommendations of the Exclusion Panel, the Vice-Chancellor will write to individual students to confirm that exclusion will take effect from at least ten working days after the issue of the letter notifying exclusion.

A student who pays the outstanding debt in full before the effective date of the exclusion may be permitted to continue as a student. The university is not obliged to re-admit any student who has been excluded for non-payment of tuition fees following the settlement of any outstanding debt. Any outstanding debts remaining once a student has been excluded will be referred to a debt collection agency and the courts for recovery.

International students holding a Tier 4 visa will be reported to the UK Border Agency following exclusion for non-payment of tuition fees and university sponsorship for the purpose of obtaining a visa will cease.

### **3.5 Appeal against a decision to exclude on grounds of debt**

There is no further process of appeal within the university against a decision to exclude a student for non-payment of tuition fees.

## **APPENDIX 2: Changes to version 6 of the Tuition Fee Policy**

Section 1 (paragraph 1: new sentence): “Where amendments have been made to this policy, these will be set out in APPENDIX 2. Continuing students will be asked to accept the university’s amended Tuition Fee Policy as part of the re-enrolment process.”

Section 2 (paragraph 2: new sentence): “Where RPI is used to increase fees, this will be the annual movement in the index as at the April before the commencement of the previous academic year (e.g. the relevant RPI for 2018-19 fees would be annual movement to April 2017).”

Section 7 (paragraph 1: inserted words after “including attendance...”): “...if required”

Section 7 (paragraph 2: inserted word after “a student who is...”): “...only”

Section 7 (paragraph 2: new sentence): “Students requiring to repeat a placement are not deemed to be undertaking the assessment only, and will be charged for the full cost of this repeat based on the credit value of the placement module, in addition to any other repeated modules they are required to take in full.”

Section 7 (paragraph 3: amended words after “...the repeated module as if it were...”): “...the same attempt as previously recorded.”

Section 7 (paragraph 3: new sentences): “The student’s attempt record for the relevant module will therefore not be incremented. For the avoidance of doubt, where a student is registering for a full period of repeat study that has increased the attempt record, a repeat fee is payable.”

Section 15 (paragraph 7: inserted word after “...to recover the amounts...”): “...owed...”

Appendix 1, section 3.4.2 (paragraph 4: amended word after “...the effective date of the exclusion ...”): “...may...”