

# STUDENT FEE & DEBT MANAGEMENT POLICY

<b>Originator name:</b>	Phil Grainge
<b>Section / Dept:</b>	Finance
<b>Implementation date:</b>	1 <sup>st</sup> December 2017
<b>Date of next review:</b>	1 December 2020
<b>Related policies:</b>	N/A
<b>Policy history:</b>	Replaces 1 <sup>st</sup> October 2014 policy (as amended 27 September 2016)

## Version History

Version	Author	Revisions Made	Date
1	Sue Owen	First Draft	1 <sup>st</sup> August 2014
1a	Sue Owen	Final Version	18 September 2014
1b	Sue Owen	EB Instalment date amendment	11 June 2015
1c	Sue Owen	2.5.1 Liability points for February starters. 2.6 Other Fees & Charges, International Guarantor Scheme noted.	27 September 2016

## Approval History

### Equality Analysis

Version	Reviewed by	Comments	Date
1	Jo McCarthy-Holland	Policy subject to ongoing data monitoring and analysis in respect of defined protected groups	9 <sup>th</sup> September 2014

## Committee Sign Off

Version	Committee Name	Date of Sign Off
1	Executive Board	18 September 2014
2	Executive Board	30 November 2017

<b>1</b>	<b>Introduction</b>
	<p>This document sets out the policy of the University of Surrey in relation to student fee collection along with the debt management procedures followed in furtherance of this policy.</p> <p>The University has many sources of income, which are collected by different methods. This policy specifically covers the collection of fees and charges payable to the University by current and former students for tuition, accommodation, library services, miscellaneous charges and fines.</p> <p>It is vital that all decision makers in the University are aware of the importance of cash management and fully co-operate with the staff who manage the administration process. Members of the Finance Department will provide assistance and advice to the University on credit control and debt management issues.</p>
<b>1.1</b>	<b>Purpose</b>
1.1.1	<p>The aim of the policy is to minimise levels of student debt and of bad debts, to</p> <ul style="list-style-type: none"> <li>• Maximise resources available for investment in teaching and research excellence</li> <li>• Protect students from the adverse consequences of failing to deal with unmanageable personal debt.</li> </ul>
<b>1.2</b>	<b>Scope</b>
1.2.1	This policy is applicable to all current students of the University of Surrey and former students with outstanding debt.
<b>1.3</b>	<b>Equality Analysis</b>
1.3.1	An equality analysis has been undertaken and this has determined that no protected groups will suffer adverse consequences as a result of this policy. Data relating to fee and debt management will be reviewed as it becomes available in order to ensure that no group in particular is impacted by difficulties relating to fee management.
<b>1.4</b>	<b>Definitions</b>
1.4.1	<p><b>Sponsors</b> – organisations that may provide funds for, or contribute towards, tuition fees and / or living costs. Any such arrangement remains between the student and their sponsor. Sponsors have no liability for fee payment unless a contractual agreement exists with the University.</p> <p><b>Student Finance Team</b> – members of the Finance Department responsible for collection of overdue payments. This team may also be referred to as Student Receivables. Located in the Student Services Centre, the Student Finance Team can be contacted by email at <a href="mailto:student-receivables@surrey.ac.uk">student-receivables@surrey.ac.uk</a></p> <p><b>Student Money and Housing Team</b> – members of the Student Support department responsible for providing information, advice and guidance relating to student money matters. Located in the Student Services Centre, see <a href="http://www.surrey.ac.uk/currentstudents/money/">www.surrey.ac.uk/currentstudents/money/</a></p> <p><b>OSCAR</b> – Office of Student Complaints, Appeals &amp; Regulation <a href="mailto:Oscar@surrey.ac.uk">Oscar@surrey.ac.uk</a></p> <p><b>Fees</b> – Amounts due to the University in respect of services provided, including but not limited to tuition and accommodation</p>

	<p><b>Charges</b> – Ancillary amounts due to the University including but not limited to fines imposed by the University, hardship loan repayments, charges for damage to University property, charges for lost books.</p> <p><b>Financial Hardship</b> – Difficulty meeting financial obligations, due to temporary or permanent changes in expected income/expenditure, which is supported by documentary evidence.</p> <p><b>University Email Address</b> - All University of Surrey students are registered to use Surrey365 email and are provided with an email address. Students are obliged to check their Inbox regularly as it is the University's primary method of communication</p>
<b>1.5</b>	<b>Legislative context</b>
1.5.1	<p>Enterprise Act 2002</p> <p>County Court Act 1984</p> <p>Housing Act 1988</p> <p>Protection from Eviction Act 1977</p> <p>Equality Act 2010</p> <p>Consumer Protection Regulations (2008 &amp; as amended 2014)</p>
<b>1.6</b>	<b>Health &amp; Safety Implications</b>
1.6.1	Not Applicable
<b>2</b>	<b>Policy</b>
<b>2.1</b>	<b>Principles</b>
<b>2.1.2</b>	<b>Financial Requirements For All Students</b>
	<p>The majority of students on a programme of study at the University of Surrey will be required to pay tuition fees and other charges (the exception to this being funded PhD students on scholarships whose fees are paid on their behalf). 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 a programme of study may be affected if this financial obligation is not fulfilled.</p> <p>Students are personally responsible for ensuring that all appropriate fees, fines and other charges, including any element of fees payable by sponsors, are paid in accordance with the requirements set out below. In accepting the offer of registration, the student accepts a contractual liability to pay the tuition fee for the duration of their course in accordance with these requirements.</p> <p>Students in University accommodation are required to pay an occupation / licence fee for the duration of their licence period. Weekly rates for accommodation are provided to each student prior to occupation. Students are responsible for ensuring that all appropriate fees, charges or fines levied are paid in accordance with defined due dates. Occupation of University accommodation is subject to a signed licence agreement which includes terms and conditions for occupation.</p> <p>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 University email address. It is the</p>

	<p>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.</p> <p>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. In the event that a student chooses to pay tuition or accommodation fees by credit card or non UK debit card, a surcharge of 1.5% will be levied at the point of payment until mid-January 2018. Payment via Western Union bank transfer or UK debit card will not incur a charge.</p> <p>Academic staff are not empowered to vary fees or agree payment schedules with students on behalf of the University.</p> <p>Students who have not paid their tuition fees by the due dates will be subject to sanctions and debt management procedures which form part of this policy.</p>
<b>2.2</b>	<b>Tuition Fees</b>
<b>2.2.1</b>	<b>Tuition Fees Payable</b>
	<p>All students registered at the University of Surrey will each year be liable for tuition fees for the full academic period. Tuition fees are chargeable for the academic period required by the programme, with annual amounts charged for each academic year of the programme unless otherwise stated.</p> <p>Unregulated tuition fees (overseas Undergraduate and all Postgraduate fees) will increase by 4% rounded up to the nearest £100 annually. Regulated undergraduate fees may increase by inflation as set out by the UK government.</p> <p>Many students receive full or partial support for their fees, whether from Student Finance England, from an employer or other sponsoring agency. Sponsored students are required to complete an external sponsorship form and provide written evidence of their sponsorship before or at the time of enrolment, so that the sponsor can be billed. Failure to provide this information will result in the student being invoiced for the full fee as a self-funded student. Where the sponsor is a commercial organisation, the University reserves the right to undertake credit searches in order to establish their ability to pay fees due. The University is not under any obligation to accept an organisation as a sponsor. In the event that a fee paying body fails to pay, or unduly delays payment, the student remains liable for the amount due.</p> <p>Home / EU undergraduate students may be eligible for a tuition fee loan. If they take the loan for the full tuition fee amount, they will not have to pay towards their fees during the time they study at the University. If they are taking a partial fee loan they will receive an invoice from the University for the balance of fees not covered by the tuition fee loan. It is the responsibility of the student to ensure that the loan applied for is correct and sufficient. In the event that a change in circumstances occurs which affects eligibility for funding, either during or after a period of study, resulting in a claw back of fees by the awarding body, the student will be liable for any resulting shortfall in fees.</p>

<b>2.2.2</b>	<b>Tuition Fee Due Dates</b>
	<p>Invoices will be raised following fee assessment. The date invoices are raised may vary, but 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 the full academic period; however under normal circumstances students will be given the opportunity to pay in instalments. Instalment dates are dependent on the fee status of the student 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.</p> <p>Instalment options for fee payments are as follows:</p> <p><b>UK / EU Undergraduate – Self Funding</b></p> <p>*2 instalments            50% October                            50% January</p> <p><b>International Undergraduate</b></p> <p>*2 instalments            50% October                            50% January</p> <p><b>Postgraduate (initial year)</b></p> <p>*3 instalments            £2000 by 1<sup>st</sup> August followed by:</p> <p style="padding-left: 100px;">50% of balance October            50% of balance January</p> <p><b>Postgraduate (subsequent years)</b></p> <p>*2 instalments            50% October                            50% January</p> <p>*Note, exact instalment dates are subject to change. Details for the current academic year can be found in Student Fee and Debt Management Policy at Appendix A</p> <p>Postgraduate students starting programmes after the main October intake (January, February, April or July) will be required to make payment of their tuition fees as detailed in the payment terms outlined on receipt of invoice.</p> <p>Students whose fees are payable on a modular or stage basis are not eligible to pay their fees by instalment.</p>
<b>2.2.3</b>	<b>Sponsors</b>
	<p>On receipt of a valid sponsorship letter and acceptance of the organisation as a sponsor, the Fees and Funding Team will invoice the sponsor directly. Payment terms applicable to sponsors are strictly 30 days from the date of invoice. Should a sponsor fail to pay within terms, the invoice will be cancelled and re-issued to the student.</p> <p>Any sponsorship agreement is between a student and their sponsor. By raising an invoice to a sponsor, the University does not enter into a contractual agreement with that sponsor. The liability for payment remains with the student regardless of sponsorship arrangements.</p>

<b>2.3</b>	<b>Accommodation Fees</b>								
	<p>Accommodation Services will notify students of the fees due for University let accommodation.</p> <p>Accommodation offered by Accommodation Services is dependent on the student signing a Licence Agreement for the period of accommodation. The University approved payment options for accommodation fees are:</p> <ol style="list-style-type: none"> <li>1. A single payment in full within 7 days of the date of occupancy</li> <li>2. In 3 instalments      October              February              May</li> </ol> <p>Instalment amounts will be dependent on the type of accommodation occupied and the duration of the stay. Students will be advised of the weekly fee rate prior to signing the licence agreement. Students who do not pay their accommodation fees in full or pay the required amount by the specified instalment dates will be subject to sanctions and debt management procedures which form part of this policy.</p>								
<b>2.4</b>	<b>Payment Methods</b>								
	<p>The preferred method of payment for tuition and accommodation fees is by UK debit card via the University's secure card payment gateway. Students making payment from an overseas bank account may make an online bank transfer through Western Union. This is a secure method of payment which incurs no cost to either the student or the University. The currency conversion rate is subject to prevailing rates set by Western Union.</p> <p>Payment may also be made by credit card or non UK debit card via the secure payment gateway; however payments will be subject to a surcharge until mid-January 2018.</p> <p>In order to make payment, students should refer to</p> <p><a href="http://www.surrey.ac.uk/currentstudents/money/">http://www.surrey.ac.uk/currentstudents/money/</a></p>								
<b>2.5</b>	<b>Early Withdrawal</b>								
	<p>Students who wish to withdraw from their course of study and / or accommodation 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. Before withdrawing students are encouraged to discuss matters in detail with their academic department, the Student Finance Team and the Student Money and Housing Team. Fee liability following early withdrawal is as follows:</p>								
<b>2.5.1</b>	<b>Withdrawal from Studies</b>								
<b>2.5.2</b>	<table border="1"> <thead> <tr> <th data-bbox="320 1753 687 1798">Student classification</th> <th data-bbox="692 1753 1066 1798">Date of absence/withdrawal</th> <th data-bbox="1070 1753 1385 1798">Fee liability</th> </tr> </thead> <tbody> <tr> <td data-bbox="320 1805 687 2038"><b>Full-time UK/EU/Channel Island Undergraduate Year 1 (Level 4) only</b></td> <td data-bbox="692 1805 1066 2038">On or before 31 October</td> <td data-bbox="1070 1805 1385 2038">No liability. From 1 November onwards the liability is the same as UK/EU/Channel Island Undergraduate students continuing on their studies</td> </tr> </tbody> </table>	Student classification	Date of absence/withdrawal	Fee liability	<b>Full-time UK/EU/Channel Island Undergraduate Year 1 (Level 4) only</b>	On or before 31 October	No liability. From 1 November onwards the liability is the same as UK/EU/Channel Island Undergraduate students continuing on their studies		
Student classification	Date of absence/withdrawal	Fee liability							
<b>Full-time UK/EU/Channel Island Undergraduate Year 1 (Level 4) only</b>	On or before 31 October	No liability. From 1 November onwards the liability is the same as UK/EU/Channel Island Undergraduate students continuing on their studies							

<b>Full-time UK/EU/Channel Island Undergraduate - continuing (Levels 5, 6 &amp; 7)</b>	Between the second teaching week of Semester 1 in October and the end of the first teaching week of Semester 2 in February	25% of the annual fee
	Between the end of the first teaching week in Semester 2 in February and on or before 30 April	50% of the annual fee
	On or after 1 May	100% of the annual fee
<b>Full-time International Undergraduate Year 1 (Level 4) only</b>	On or before 31 October	No liability. From 1 November onwards the liability is the same as International Undergraduate students continuing on their studies
<b>Full-time International Undergraduate – continuing (Levels 5, 6 &amp; 7)</b>	Between the second teaching week of Semester 1 in October and the end of the first teaching week of Semester 2 in February	50% of the annual fee
	From the day following the end of the first teaching week in Semester 2 in February	100% of the annual fee
<b>UK/EU and International/Channel Island Postgraduate Taught (Sep/Oct entrants)</b>	On or before 31 October	No liability
	Between 1 November and 31 December	25% of annual fee
	Between 1 January and 31 March	50% of the annual fee
	On or after 1 April	100% of the annual fee
<b>UK/EU and International/Channel Island Postgraduate Taught (Feb entrants)</b>	On or before 28 February	No liability
	Between 1 March and 30 April	25% of the annual fee
	Between 1 May and 31 July	50% of the annual fee
	On or after 1 August	100% of the annual fee
<b>UK/EU and International/Channel Island Postgraduate Research</b>	All dates	Monthly based on the last date of attendance (full month liability for any part of the month attended)
<b>UK/EU and International/Channel Island Postgraduate Taught Modular Self Pacing</b>	All dates	Due in full on registration to a module

	<b>Withdrawal from University Accommodation</b>
	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 Services Team <b>before</b> vacating their room.
<b>2.5.3</b>	<b>Refunds</b>
	<p>Refunds will only be paid on request and are at the discretion of the University. While we attempt to administer all requests as soon as possible, during busy periods of the year, requests may take between 2 and 3 weeks to be processed.</p> <p>Students must not intentionally overpay their fees in order to obtain their living costs or circumvent any government regulation or restriction. Any fee payments received intended for living costs will, upon receipt of a refund request, be returned to the original sender. The University must abide by UK money laundering legislation.</p> <p>All authorised refunds are returned to source. For fees that are paid by credit or debit card (either online or offline) refunds will be credited back to the card charged with the original payment.</p> <p>The University will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred.</p> <p>If a student has a recorded debt to another department, any requested fee refund may be withheld and applied to the outstanding balance.</p> <p>In exceptional cases where a refund has to be made to someone other than the original payer (a parent), authorisation should be obtained from the original payer prior to the refund being processed.</p>
<b>2.6</b>	<b>Other Fees and Charges</b>
	<p>The University may be required on occasion to raise invoices to students for other fees and charges. These may include but not be limited to library fines; hardship loan repayment; 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. The exception to this are payments under the International Guarantor Scheme, which are due within 7 days of the notification date.</p> <p>Disciplinary matters may result in a misconduct fine being imposed. The student will be informed in writing of the amount due and the date for the fine to be paid; invoices are not issued for these fines. Misconduct fines must be paid in accordance with the Student Disciplinary Regulations and normally within 28 days. Students who fail to pay amounts due will be subject to further disciplinary action in accordance with the Student Disciplinary Regulations (Appendix B).</p>



<b>2.7</b>	<b>Non-Payment of Fees and Charges</b>
	In applying the Student Fee and Debt Management Policy, the University Finance Department will at all times seek to be sympathetic to, and understanding of, individual students' financial circumstances, however, for the University to do so, students must engage in dialogue with the Finance Department if they are experiencing difficulties. Action to enforce settlement of debt for outstanding fees and charges will be taken against current and former students who have failed to engage with the Finance Department to find a solution to any outstanding debt issues, or who have failed to honour agreements to pay. Such action may include, but not be limited to the referral of individual cases to a Debt Collection Agency and enforcement through the County Court. Specific detail relating to collection activity by the Finance Department can be found in the Debt Management Procedures which form part of this policy.
<b>3</b>	<b>Debt Management Procedures</b>
<b>3.1</b>	<b>Tuition Fee Debt</b>
	Tuition fees may be paid in full, or must be paid by instalment on dates according to the fee status of the student. Students will be notified of instalment dates.
<b>3.1.1</b>	<b>Late Payment</b>
	<p>Where a student is suffering financial difficulty he/she must contact the Student Finance Team at the earliest opportunity, preferably before an instalment becomes overdue.</p> <p>Students who do not make contact prior to an instalment date will be contacted by email by a member of the Student Finance Team 7 days after an instalment becomes overdue and monthly thereafter. This correspondence will advise the student of the amount outstanding and the due date. The student will be asked to make immediate payment or to contact a Student Finance Advisor. In addition to standardised monthly emails, the Student Finance Advisor responsible for the debtor account will endeavour to make contact with the student by telephone or non-standard email.</p> <p>In all cases, the student will be offered an interview with a Student Finance Advisor. If there is evidence of genuine difficulty in making payment, the Student Finance Advisor will try to agree a realistic programme of payment, which is within the means of the student and payable over a period of time acceptable to the University. Students will be advised that they are not entitled to progress to the next academic year of study if any tuition fee debt remains outstanding.</p> <p>Students must be able to provide evidence of their financial circumstances verifying that they can either meet all of their obligations including any payment arrangement made, or that the situation causing the hardship will change and enable full payment.</p>
<b>3.1.2</b>	<b>Sanctions</b>
	<p>Students who fail to make payment of the overdue instalment or an agreed payment will be subject to sanctions approved by the University. These sanctions will be:</p> <p><b><u>UK/EU Undergraduate</u></b></p> <ul style="list-style-type: none"> <li>• Failure to pay the first instalment of fees prior to the start of the Spring Semester (dates as published annually) will result in immediate termination of registration.</li> </ul>

- Failure to pay the second instalment of fees before the start of the next academic session will result in immediate termination of registration, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

#### **International Undergraduate**

- Failure to pay the first instalment of fees prior to the start of the Spring Semester (dates as published annually) will result in immediate termination of registration and reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence
- Failure to pay the second instalment of fees before the start of the next academic session will result in immediate termination of registration and reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

#### **Postgraduate Taught**

##### **October starters**

- Failure to pay the first instalment of fees before the Easter vacation will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence.
- Failure to pay the second instalment of fees before the start of the next academic session will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

##### **February Starters**

- Failure to pay 2/3rds of the annual tuition fee before the end of the academic year will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

##### **Unstructured modular programmes**

- Failure to pay tuition fees for modules enrolled upon for semester 1 prior to the start of the spring semester will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence.

- Failure to pay tuition fees for modules enrolled upon for semester 2 fees before the start of the next academic session will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

**Postgraduate Research**

**October Starters**

- Failure to pay the first instalment of fees before the Easter vacation will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence.
- Failure to pay the second instalment of fees before the start of the next academic session will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

**January/April/July Starters**

- Failure to pay the tuition fees as invoiced for the first academic year before the start of the next academic session will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Tier 4 Sponsorship Licence.
- For following academic years students will be invoiced for the whole academic session and the same sanctions as for October starters will apply.
- Students eligible for an award – where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

**All Students**

Any student who is on temporary withdrawal and has unpaid tuition fees must pay these fees prior to resuming their course. Failure to pay these fees will result in the above sanctions being applied.

**3.1.3**

**Reinstatement**

The Student Finance Team will in all cases endeavour to resolve debt issues without recourse to sanctions, however in some cases these will be unavoidable. Where sanctions are applied but a student subsequently clears all outstanding tuition fees before the end of the academic year in question, reinstatement may be considered. Reinstatement will be contingent on all academic requirements being met and tuition fees for the new academic session being paid in full prior to the re-registration deadline date.

<b>3.1.4</b>	<b>Termination of Registration</b>
	<p>Where registration is terminated, the University will advise the student that the debt is being referred to a nominated Debt Collection Agency (DCA). The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor. Where the debtor is no longer in the UK, the agency will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University.</p> <p>Where legal action is necessary the agency, on behalf of the University, will proceed to obtain a money judgment against the debtor under the County Court Act 1984.</p> <p><b>In the event that the University instigates legal proceedings as detailed in this policy, and this results in a County Court Judgment (CCJ) being registered in favour of the University, the students' future ability to obtain credit will be affected. This includes the ability to enter into a mobile phone contract, borrow from banks / lenders (including mortgage lenders), or enter into any rental contract.</b></p> <p>Once judgment has been obtained, the University will consider instigating action to enforce the judgment, Careful consideration will be given to the students known circumstances. In some cases, enforcement action may be held in abeyance until such time as it is apparent that the student should be in a position to pay, or make payment towards, the debt.</p>
<b>3.2</b>	<b>Accommodation Debt</b>
	<p>Students living in University owned or managed accommodation are licensees and enter into a contractual licence agreement for a fixed period. If a student decides to leave the residence before the end of that fixed period they will still be required to pay rent for the full duration of the licence agreement. When students apply for accommodation, they agree to abide by the Conditions of Residence. These conditions include the requirement to pay rent either in full at the beginning of the licence or in three instalments, the dates of which are specified on the licence agreement and the invoice which is sent to the student within 14 days of arrival. Students should be aware that the requirement to make payment is not contingent on their receiving a formal invoice.</p> <p>If full payment is not received at the beginning of the license period, it is assumed that the student will pay in instalments. At least 4 days before an instalment is due, students are sent a notice by email reminding them that payment is due.</p> <p>Where a student is suffering financial difficulty he/she must contact the Student Finance Team at the earliest opportunity, preferably before an instalment becomes overdue.</p>
<b>3.2.1</b>	<b>Late Payment of Instalments</b>
	<p>In the event that an accommodation instalment remains unpaid beyond the due date, a reminder letter will be emailed to the student requesting immediate payment. This reminder also informs the student that failure to pay may result in their being given notice to vacate the room. Should the student fail to pay on receipt of the reminder, and / or fail to contact the Student Finance Team in order to discuss the matter, a second reminder email will be generated. The Student Finance Team will also endeavour to make direct contact with the student during this period.</p> <p>If there is evidence of genuine difficulty in making payment, the Student Finance Advisor will try to agree a realistic programme of payment, which is within the means of the</p>

	<p>student and payable over a period of time acceptable to the University. Students will be advised that they may be required to vacate their room if they are unable to make or maintain any payment arrangement made. Students must be able to provide evidence of their financial circumstances verifying that they can either meet all of their obligations including any payment arrangement made, or that the situation causing the hardship will change and enable full payment.</p>
<p><b>3.2.2</b></p>	<p><b>Sanctions</b></p>
	<p>If the first instalment remains outstanding by late November (exact date variable) and no realistic payment plan has been agreed, students will be issued with Notice to Quit. This notice informs them that continued non-payment of the first instalment will result in the requirement to vacate the room by a specified date. It is always the intention of the University that evicting a student is avoided where possible and as such the Student Finance Team will endeavour to contact students directly and make reasonable payment arrangements. In some circumstances, it may be deemed appropriate to visit a student in their room, or to ask the Warden responsible for the accommodation to speak to the student to encourage dialogue with Student Finance Team.</p> <p>In addition to this course of action, we may restrict services available to the student. This may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>○ Restricting in room internet access</li> <li>○ Refusal of requests to provide confirmation of residence letters</li> <li>○ Refusal of requests to provide references for external landlords</li> </ul> <p>Where the deadline for payment of the first instalment has passed and the Notice to Quit is enforceable but the student has failed to vacate the room, Accommodation Services will commence eviction proceedings in accordance with the Housing Act 1988 and Protection from Eviction Act 1977.</p> <p>Where the deadline for payment of the first instalment has passed and the student has vacated the room, the student details will be passed to a nominated Debt Collection Agency (DCA). The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor. Where the debtor is no longer in the UK, the agency will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University.</p> <p>Where legal action is necessary the agency, on behalf of the University, will proceed to obtain a money judgment against the debtor. This will result in a County Court Judgment being registered in favour of the University. This will remain visible against the student's credit record until such time as the debt is settled. Any such judgment is likely to affect the students' ability to obtain credit in future.</p> <p>Once judgment has been obtained, the University will consider instigating action to enforce the judgment, Careful consideration will be given to the students known circumstances. In some cases, enforcement action may be held in abeyance until such time as it is apparent that the student should be in a position to pay, or make payment towards, the debt.</p> <p><b>This course of action will be taken regardless of the students' registration status.</b></p>

	<p>Should a student fail to pay the second or any subsequent instalment, the University reserves the right to issue a Notice to Quit. As with non-payment of the first instalment, the Student Finance Team will email students and request payment, and endeavour to contact the student personally. Where it is clear that the student is experiencing genuine hardship we will make reasonable payment arrangements. In addition to this course of action, we may restrict services available to the student. This may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>○ Restricting in room internet access</li> <li>○ Refusal of requests to provide confirmation of residence letters to</li> <li>○ Refusal of requests to provide references for external landlords</li> </ul> <p>Should a student either fail to pay the instalment or an agreed amount despite collection activity, the student details will be passed to a nominated Debt Collection Agency (DCA). The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor.</p> <p><b>This course of action will be taken regardless of the students’ registration status.</b></p> <p>Students who have accommodation debt outstanding at the end of an academic year will not be entitled to summer accommodation, or University accommodation in subsequent years.</p> <p>Students eligible for an award – where accommodation fees remain unpaid, students may attend an award ceremony but will not be permitted to purchase guest tickets.</p>
<b>3.3</b>	<b>Financial Hardship</b>
	<p>Where a student shows that they have a genuine hardship issue which is preventing payment of either tuition or accommodation fees, they will be referred to the Student Money and Housing Team for information, advice and guidance. Any student engaging with the Student Money and Housing Team will be expected to continue interaction with the Student Finance Team. It will be made clear that whilst referral to the Student Money and Housing Team will not necessarily result in discretionary funds being made available to assist with financial difficulties being experienced the team will investigate all available options.</p>
<b>3.4</b>	<b>Other Debt</b>
	<p>Students may on occasion be required to pay amounts to the University not related to tuition fees or accommodation rental fees. Sums due may include but not be restricted to:</p> <ul style="list-style-type: none"> <li>○ Repayable hardship loans</li> <li>○ Library fines (lost books / late return fines)</li> <li>○ Fines arising from Disciplinary Action</li> <li>○ Accommodation (non-rental) charges</li> <li>○ Arising under the Financial Guarantor Scheme</li> </ul>
<b>3.4.1</b>	<b>Sanctions</b>
	<p>Where such balances are outstanding, the University Finance Department (or in the case of misconduct fines, OSCAR) will engage with the student in order for the debt to be</p>

	<p>cleared. Where such debt remains outstanding despite requests for payment alternative sanctions may be invoked. These may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>○ Restriction / withdrawal of library privileges</li> <li>○ Restriction / withdrawal of in room internet access</li> <li>○ Withdrawal of access to further hardship funding</li> <li>○ A ban on future residence in University accommodation</li> <li>○ Further disciplinary action (in the case of failure to pay misconduct fines)</li> </ul> <p>Should students fail to pay outstanding balances; details may be passed to a nominated Debt Collection Agency (DCA). The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor under the County Court Act 1984.</p> <p><b>This course of action will be taken regardless of the students’ registration status.</b></p> <p><b>Students who remain in debt to the University at the time they are eligible for an award will not be allowed to purchase guest graduation tickets.</b></p> <p><b>In the event that the University instigates legal proceedings as detailed in this policy, and this results in a County Court Judgment (CCJ) being registered in favour of the University, the students’ future ability to obtain credit will be affected. This includes the ability to enter into a mobile phone contract, borrow from banks / lenders (including mortgage lenders), or enter into any rental contract.</b></p>
<b>3.5</b>	<b>University Financial Awards</b>
	<p>Where a student qualifies for a University financial award (e.g. bursary, scholarship or hardship funds), the University reserves the right to use the monies from any award to settle any or all overdue debts which may be outstanding to the University.</p>
<b>3.6</b>	<b>Complaints</b>
	<p>There may be instances where a student, using the correct documented procedure, registers a complaint with the University. Under these circumstances collection activity will continue, however passing the account to an external Debt Collection Agency will be held pending the outcome of any investigation into the complaint. Prior to instigating legal action, as part of the debt recovery procedures, Student Finance will contact relevant departments within the University in order to establish whether there are any disputes / complaints pending.</p>
<b>4</b>	<b>Governance Requirements</b>
<b>4.1</b>	<b>Responsibility</b>
	<p>The Chief Financial Officer has overall responsibility for this policy. The Head of Financial Transactions is responsible for the effective operation of debt management procedures. Staff are expected to be familiar with this policy and to contribute to its effective implementation.</p>

<b>4.2</b>	<b>Exceptions to this Policy</b>
	This policy authorises the Student Finance Team to allow considerable discretion in their approach to managing student debt; as such those suffering genuine financial hardship will receive all reasonable support to help them address outstanding payments.
<b>4.3</b>	<b>Supporting documentation</b>
	<p>For details of the supporting documentation referred to below, please follow the relevant link in Appendix B</p> <p>Accommodation Terms &amp; Conditions of Residence  University Financial Awards Guidance  Disciplinary regulations  Student Services including Your Money, Your Health and Wellbeing  International Guarantor Scheme</p>



## **APPENDIX A – Tuition fee due dates** (subject to change annually)

Dates applicable to current academic year:

### **UK / EU Undergraduate – Self Funding**

#### **2 instalments**

50% October (exact date variable)

50% 31<sup>st</sup> January

### **International Undergraduate**

#### **2 instalments**

50% October (exact date variable)

50% 31<sup>st</sup> January

### **Postgraduate (initial year)**

#### **3 instalments**

£2000 by the deposit deadline shown in the Tuition Fee and Admissions Policy followed by:

50% of balance October (exact date variable)

50% of balance 31<sup>st</sup> January

### **Postgraduate (subsequent years)**

#### **2 instalments**

50% October (exact date variable)

50% 31<sup>st</sup> January

## **APPENDIX B – Supporting Documentation**

### **Accommodation Terms & Conditions of Residence**

[www.surrey.ac.uk/accommodation](http://www.surrey.ac.uk/accommodation)

### **University Financial Awards Guidance**

[www.surrey.ac.uk/discover/undergraduate-tuition-fees-bursaries-scholarships](http://www.surrey.ac.uk/discover/undergraduate-tuition-fees-bursaries-scholarships)

### **Disciplinary regulations**

[www.surrey.ac.uk/quality\\_enhancement/regulations/index.htm](http://www.surrey.ac.uk/quality_enhancement/regulations/index.htm)

### **Student Welfare**

[www.surrey.ac.uk/currentstudents/money/](http://www.surrey.ac.uk/currentstudents/money/)

[www.surrey.ac.uk/currentstudents/health/](http://www.surrey.ac.uk/currentstudents/health/)

[www.surrey.ac.uk/about/corporate/policies/dignity\\_at\\_work\\_and\\_study\\_policy.pdf](http://www.surrey.ac.uk/about/corporate/policies/dignity_at_work_and_study_policy.pdf)

### **International Guarantor Scheme**

<http://www.surrey.ac.uk/currentstudents/accommodation/international-guarantor-scheme/>