

# SURREY ONLINE LEARN (SOL) STUDENT FEE & DEBT MANAGEMENT PROCEDURE

Enabling Policy Statement; Executive Owner; Approval Route:	Our Students - Chief Student Officer - Executive Board	
Is the Procedure for internal use only (Non-disclosable) ?	Disclosable	
Associated Policy Statements:	Our Operations – Chief Operating Officer	
Authorised Owner:	Chief Financial Officer	
Authorised Co-Ordinator:	Executive Assistant to the Chief Financial Officer	
Effective date:	1 March 2025	
Due date for full review:	1 March 2028	
Sub documentation:	N/A	

# **Approval History**

Version	Reason for review	Approval Route	Date
1.0	Update of terms and migration to new POPP	<b>University Education Committee</b>	March 2025
	template	and Executive Board	
2.0	Update for monthly payment process	Via circular	July 2025

# 1. Purpose

1.1 This document sets out the procedure of the University of Surrey in relation to Surrey Online Learn ("SOL") student fee collection along with the debt management procedures followed in furtherance.

This procedure specifically covers the collection of fees and charges payable to the University by current and former students for tuition and any miscellaneous charges and fines.

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.

The purpose of the procedure is to minimise levels of SOL student debt and of bad debts, to

- o Maximise resources available for investment in teaching and research excellence
- Protect students from the adverse consequences of failing to deal with unmanageable personal debt.

# 2. Scope and Exceptions to the Procedure

- **2.1.** This procedure is applicable to all SOL current students of the University of Surrey and former students with outstanding debt.
- **2.2** This procedure 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.
- **2.3** This procedure is relevant to SOL students only. Surrey students should refer to the <u>Student Fee</u> and <u>Debt Management Procedure</u>.

# 3. Definitions and Terminology

**Charges** – Ancillary amounts due to the University.

**Fees** – Amounts due to the University in respect of services provided, including but not limited to tuition fees.

**Financial Hardship** – Difficulty meeting financial obligations, due to temporary or permanent changes in expected income/expenditure, which is supported by documentary evidence.

OSCAR - Office of Student Complaints, Appeals & Regulation Oscar@surrey.ac.uk

**Sponsors** – organisations that may provide funds for, or contribute towards, tuition fees. 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.

**Student Finance Team** – members of the Finance Department responsible for collection of overdue University accommodation and tuition fee payments. This team may also be referred to as Student Receivables. The Student Finance Team can be contacted by email at <a href="mailto:student-receivables@surrey.ac.uk">student-receivables@surrey.ac.uk</a>

**University Email Address** - 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.

# 4. Procedural Principles

# 4.1 Financial Requirements for all Students

All students on a programme of study at the University of Surrey 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 a programme of study may be affected if this financial obligation is not fulfilled.

Students are personally responsible for ensuring that all appropriate fees, 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.

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 although we may use personal email addresses for some correspondence. It is the student's responsibility to access their email addresses regularly. Failure to check email addresses 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.

Academic staff are not empowered to vary fees or agree payment schedules with students on behalf of the University.

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 procedure.

## 4.2 Tuition Fees

# 4.2.1 Tuition Fees Payable

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.

Tuition fees will increase by an agreed inflation, rounded up to the nearest £100 annually.

Students may 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.

# 4.2.2 Tuition Fees Due Dates

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.

Instalment options for fee payments are as follows:

# For September and June starters

SOL Postgraduate (initial year)

10 instalments £500 prepaid - due before registration

The remainder of the year 1 fee will be split into 9 monthly instalments payable on 1<sup>st</sup> of each month from October to June.

SOL Postgraduate (subsequent years)

The year 2 fee will be split into 9 monthly instalments payable on 1<sup>st</sup> of each month from October to June.

# For February starters

SOL Postgraduate (initial year)

10 instalments £500 fee prepaid - due before registration

The remainder of the year 1 fee will be split into 9 monthly instalments payable on 1<sup>st</sup> of each month from March to November.

SOL Postgraduate (subsequent years)

The year 2 fee will be split into 9 monthly instalments payable on 1<sup>st</sup> of each month from March to November.

# 4.2.3 Sponsors

On receipt of a completed sponsorship form as detailed in the <u>Tuition Fee Policy</u> and acceptance of the organisation as a sponsor, the Student Fee Records 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 may be cancelled and re-issued to the student.

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.

## 4.4 Payment Methods

There are differing options for payments dependant on student location and preference. All payments need to be processed through Flywire. 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 Flywire.

To make payment, students should refer to their invoice. The University only accepts payment via Flywire.

# 4.5 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. Before withdrawing students are encouraged to discuss matters in detail with the programme lead in their academic department and the Student Finance Team

Tuition Fee liability following early withdrawal is as follows:

#### 4.5.1 Withdrawal from Studies

Student classification	Date of absence/withdrawal	Fee liability	
SOL postgraduate	Between the first teaching week of		
(initial year)	cohorts' Semester 1 and the end of	£500	
	the fourth teaching week of cohorts'		
	Semester 1		
	Between the end of the fourth	Fee liability points in line with	
	teaching week of cohorts' Semester	payment schedule.	
	1 and the end of the cohorts' Year 1		
SOL postgraduate	On or before the last day of the first		
(subsequent years)	teaching week of the cohorts'	No Liability	
	Semester 1 in Year 2		
	From the end of the first teaching	Fee liability points in line with	
	week of cohorts' Semester 1 in Year	payment schedule.	
	2 to the end of cohorts' Year 2.		

## 4.5.3 Refunds

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.

Students must not intentionally overpay their fees in order to 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.

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.

The University will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred.

If a student has a recorded debt to another department, any requested fee refund may be withheld and applied to the outstanding balance.

If, in exceptional circumstances a program is to be closed at the discretion of the University, the 'Student Protection Plan' ensures appropriate communication, guidance and support is offered to affected participants. Where alternative study and teaching support is unable to be provided, the University will refund the invoiced fees paid for the periods of study which have not been completed. For further information regarding programme closure, please refer to the 'Student Protection Plan' and where necessary 'B7: Procedure for complaints'.

## 4.6 Other Fees and Charges

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 procedure the exception to this are payments under the International Guarantor Scheme, which are due within 7 days of the notification date.

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 A).

# 4.7 Non-Payment of Fees and Charges

In applying the SOL Student Fee and Debt Management Procedure, 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 procedure.

# **4.8 Debt Management Procedures**

# 4.8.1 Tuition Fee Debt

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 on their invoices.

#### 4.8.2 Late Payment

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

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 weekly 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 weekly emails, the Student Finance Advisor

responsible for the debtor account will endeavour to make contact with the student by telephone or email.

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.

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.

## 4.8.4 Sanctions

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:

- Failure to pay the first instalment of fees before registration will mean that a student cannot register.
- Failure to pay subsequent instalments of fees in line with the scheduled payment plan, will result in suspension of online access and termination of their enrolment at the University.

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.

## 4.8.3 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 prior to the final date of registration deadline. Reinstatement after this date will be contingent on all academic requirements being met, faculty authority for reinstatement provided in writing and tuition fees for the new academic session being paid in full prior to re-registration.

# 4.8.4 Termination of Registration

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.

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.

In the event that the University instigates legal proceedings as detailed in this procedure, 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.

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.

#### 4.8.7 Other Debt

Students may on occasion be required to pay amounts to the University not related to tuition fees.

Sanctions

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 cleared. Where such debt remains outstanding despite requests for payment alternative sanctions may be invoked. These may include, but not be limited to:

- Restriction / withdrawal of library privileges
- o Further disciplinary action (in the case of failure to pay misconduct fines)

Should students fail to pay outstanding balances; details may be passed to a nominated Debt Collection Agency. 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.

This course of action will be taken regardless of the students' registration status.

Students who remain in debt to the University at the time they are eligible for an award will not be allowed to attend their graduation awards ceremony.

In the event that the University instigates legal proceedings as detailed in this procedure, 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.

#### 4.8.8 University Financial Awards

Where a student qualifies for a University financial award (e.g. bursary, scholarship), 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.

# 4.8.9 Complaints

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.

There are strict deadlines for the submission of formal complaints and these are documented in the Procedure for Complaints.

# 5. Governance Requirements

# 5.1. Implementation: Communication Plan

This procedure was embedded when first published and is available on the University Policies and Procedures webpage for all to access and the Student Finance page of the Student intranet.

# 5.2. Implementation: Training Plan

This procedure was embedded when first published and is available on the University Policies and Procedures webpage for all to access and the Student Finance page of the Student intranet.

## 5.3. Review

This procedure will be reviewed every 3 years or sooner if required by a change in legislation or practice.

# 5.4. Legislative Context and Higher Education Sector Guidance or Requirements

# **5.4.2** Applicable Legislation:

Enterprise Act 2002
County Court Act 1984
Housing Act 1988
Protection from Eviction Act 1977
Equality Act 2010
Consumer Protection Regulations (2008 & as amended 2014)

# 5.5. Sustainability

This procedure has no impact on sustainability.

# 6. Stakeholder Engagement and Equality Impact Assessment

**6.1.** An Equality Impact Assessment was completed on 15 October 2024 and is held by the Authorised Co-ordinator.

# **6.2.** Stakeholder Consultation was completed, as follows:

Stakeholder	Nature of	Request	Date	Name of Contact
	Engagement	EB		
		Approval (Y/N)		
Governance	Consultation	Υ	16/10/2024	Kelley Padley
H&S	H&S content	N	18/10/2024	Matthew Purcell
	consultation			
Sustainability	Sustainability	N	17/10/2024	Martin Wiles
	content			
	consultation			
Academic Freedom	Consultation	N	13/11/2024	Abigail Bradbeer
of Speech				
COO (Our Operations	Consultation	Υ	13/11/2024	Will Davies (COO)
is associated Policy				
Statement)				

# **APPENDIX A – Supporting Documentation**

**Tuition Fee Policy** 

# **Disciplinary regulations**

https://www.surrey.ac.uk/office-student-complaints-appeals-and-regulation/student-disciplinary

# **Complaints Procedure**

https://www.surrey.ac.uk/office-student-complaints-appeals-and-regulation/complaints