

## Student fees and other charges policy 2018/19

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## 1. Policy Context

- 1.1 The Student fees and other charges Policy (“the policy”) sets out the University’s procedures in relation to Tuition fees, residential accommodation, other debts and debt management measures to be followed in the collection of outstanding debt.

This document is intended to act as the single reference source and applies to all fees including Tuition (and associated) fees, accommodation, library and other miscellaneous services, payment arrangements to ensure a consistent approach and provide clear guidance. Extracts from this document may be utilised as a guidance for learners, curriculum staff, registry staff, finance staff and those involved at enrolment. This policy applies to all students; full-time, part-time, undergraduate, postgraduate, research, UK, EU, and International.

- 1.2 The Director of Finance and the Academic Registrar are responsible for managing and reviewing this policy. Credit control staff within the Finance department are responsible for the effective operation of debt management procedures. All applicable University staff (registry staff, academic teaching staff, assessment board staff and student advice staff) are expected to be familiar with this policy, to contribute and ensure it is effectively and equitably applied.

## 2. Purpose

The aim of the policy is to:

- Provide customers (students), staff members, sponsors with clarify on Tuition fees, other charges, their contractual obligations, financial support provision available and the University’s fee collection policy.
- Maximise cash flow and increase resources available for investment in teaching and research excellence.
- Protect students from the adverse consequences of failing to deal with unmanageable personal debt.

## 3. Scope

This policy is applicable to all current and former students of University of Westminster with outstanding debt.

## 4. Definitions

**Sponsor** - 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.

**Credit control team (CCT)** - Members of the Finance Department responsible for collection of fee payments. This team sits within the finance department and can be contacted via email at [uow-fees@westminster.ac.uk](mailto:uow-fees@westminster.ac.uk) and phone number + 44(0) 20 3506 6993.

**Student Accommodation team** – Members of the student’s accommodation team responsible for providing information, advice and guidance relating to residential accommodation services. They can be contacted via email at [studentaccommodation@westminster.ac.uk](mailto:studentaccommodation@westminster.ac.uk) and phone number + 44(0) 20 7911 5817.

**Residential Services Team** – Members of the Residential Services team are responsible for rent collections, processing rent debtor letters, preparing and administering payment plans as required. They can be contacted at:

Alexander Fleming Hall	<a href="mailto:Halls-af@westminster.ac.uk">Halls-af@westminster.ac.uk</a>
Harrow Hall	<a href="mailto:Harrowhalls@westminster.ac.uk">Harrowhalls@westminster.ac.uk</a>
Marylebone Hall	<a href="mailto:Halls-mr@westminster.ac.uk">Halls-mr@westminster.ac.uk</a>

**Student complaints team:** The procedure for student complaints is available on the University’s intranet and can be contacted via email at [studentcomplaints@westminster.ac.uk](mailto:studentcomplaints@westminster.ac.uk).

The student complaints form can be accessed at [www.westminster.ac.uk/student-complaints](http://www.westminster.ac.uk/student-complaints).

**Fees** - Amounts due to the University in respect of services provided, including but not limited to tuition and accommodation.

**Charges** – 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, library fines etc.

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

**University email address** – All University of Westminster students are registered to use emails and are provided with [student@my.westminster.ac.uk](mailto:student@my.westminster.ac.uk) email address. Students are obliged to check their inbox regularly as it is the University's primary method of communication.

## 5. **Legislative Context**

Consumer credit Act 2006

Housing Act 2004

Protection from eviction Act 1977

Equality Act 2010

Consumer protection from Unfair Trading regulations 2008

Money laundering regulations

## 6. **Policy**

### 6.1 Financial requirements for all students

Students enrolling on a programme of study at the University of Westminster will be required to pay Tuition fees and other charges (the exception to this being funded PhD students on scholarships whose Tuition 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.

Students are 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 in this policy. 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.

Students in University occupation are required to pay the occupation fee for the duration of the occupation. Students are responsible for ensuring that all appropriate fees charges or fines are paid in accordance with the agreement and terms and conditions embodied in the agreement signed by them with the University.

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 letters and through the student's University email address. Students are responsible to monitor their emails and the letters sent to them. Failure to check the emails or letters is not an acceptable reason for late or non –payment of fees or charges due.

The contact details available on the students' record, will be utilised to contact the students regularly. Students are obliged to make sure personal contact details are kept up to date so as to ensure they receive all important communication regarding fees and debts.

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.

## 6.2 Currency of payment and bank charges

The preferred currency of payment for the University is GBP. Students making payments towards Tuition fees, accommodation costs, other charges are required to ensure remittance of the full amount of fees required by the University. Any shortfalls of amounts remitted occurring as a result of exchange difference and bank charges deducted by banks for transmitting payments will need to be met by the student.

## 6.3 Variation of fees and changes to payment schedules

The Tuition fees for courses charged to students will be in line with the fees agreed at University executive Board meeting and as recommended by the fees strategy group. Academic departments are not empowered to vary the fees. Similarly the payment schedules/instalments provided will be in accordance with the ones mentioned in this policy. Academic departments cannot vary these instalments.

## 6.4 Tuition fees, Accommodation fees and other fees.

### Tuition fees payable

All students registered at the University of Westminster 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 amount charged for each academic year of the programme unless otherwise stated. Students are responsible to ensure Tuition fees are paid in full and on time. Where students are sponsored by organisations, students are required to ensure fees are paid by the sponsoring organisation.

Regulated undergraduate fees may have inflationary increases as set out by the UK government and subject to agreement by the University Executive Board. Unregulated Tuition fees (overseas undergraduate, postgraduate, research fees) will be reviewed annually and will be revised by the University Executive Board on the recommendation of the University's fees group.

You can find the fees for various courses offered by the University via the following web link:

<https://www.westminster.ac.uk/study/fees-and-funding/fees>

### **Sponsored students:**

A large proportion of students receive full or partial support for their fees either from the Student Loan Company or from an employer or other sponsoring Agency.

Sponsored students are required to provide evidence of their sponsorship via a sponsorship letter provided by the sponsor. This letter is required to be provided before or at the time of enrolment. The University will utilise the sponsorship letter as an authoritative document to invoice the sponsor. Where students are unable to provide evidence of sponsorship, then the student will be invoiced as a self-funded student and will be required to pay the initial deposit as set out in this policy. Additionally, the Bank standing order, credit card/debit card details will be required to be provided for the future instalment payments. The University is under no obligation to accept an organisation as a sponsor and reserves the right to undertake credit searches to establish the ability of the sponsor to pay fees due.

The payment terms applicable to sponsors are strictly 30 days from the date of invoice. When a sponsor fails to adhere to the payment terms, the University reserves the right to invoice the student to recover the fees. By invoicing a sponsor, the University does not enter into a contractual agreement with the sponsor. Any sponsorship agreement is strictly between the sponsor and the student and the liability for payment remains with the student regardless of sponsorship arrangements.

Evidence of sponsorship should be submitted to the University in the form of a sponsor letter

during the application process or at the time of enrolment. This should be on the organisation's letter headed paper clearly stating the name of the student, the course being sponsored, and the value of fees sponsored. The letter is required to be signed by the authority, clearly stating the name and designation of the person. Where students are partly sponsored, the student will be invoiced for the balance. If the amount is less than £2,000 the student is required to pay the amount in full at the time of enrolment. Students are eligible to pay in instalments where the amount exceeds **£2,000** which is in line with the instalment facility detailed in this policy.

### **Student fees paid by the Student Loan Company**

Home / EU undergraduate students may be eligible for a Tuition fee loan from the Student Loans Company. 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 a partial fee loan is taken they will receive an invoice for the balance of the Tuition fee not covered by the loan. The student is liable to pay this amount in accordance with the payment terms for self-funded students detailed in this policy. It is the responsibility of the student to ensure that the loan applied is correct and sufficient. Students are encouraged to make the application in advance of enrolment to ensure funding is secured for payment of Tuition fees.

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 and is required to pay the amount in accordance with the payment terms for self-funded students detailed in this policy.

### **6.5 Tuition fee due dates**

Invoices will be raised following fee assessments at various points in time 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 falling due immediately and request will be made to settle all due amounts immediately.

Where course Tuition fee exceeds **£2,000**, facility to pay fees through instalments is available to students. Instalment options for fee payments are as follows:

#### **Undergraduates**

- (i) UK /EU under Graduate – Self funding

<b>Level</b>	<b>30<sup>th</sup> Sept</b>	<b>1<sup>st</sup> Dec</b>	<b>31<sup>st</sup> Jan</b>
UG	50%	25%	25%

- (ii) International Undergraduate

<b>Level</b>	<b>30<sup>th</sup> Sept</b>	<b>1<sup>st</sup> Dec</b>	<b>31<sup>st</sup> Jan</b>
UG	50%	25%	25%

#### **Postgraduates & PhD Students**

- (iii) UK /EU Postgraduate & PhD – Funded through Student Loan Company PG/PhD loans\* or who are self-funded

<b>Start dates</b>	<b>30<sup>th</sup> Sept</b>	<b>31<sup>th</sup> Jan</b>	<b>30<sup>th</sup> April</b>	<b>31<sup>st</sup> May</b>	<b>31<sup>st</sup> Aug</b>
September starters	33%	33%	34%		
January Starters		33%		33%	34%

\*Note: Student who seek loans from Student Loan Company for PG/PhD courses receive their funding directly SLC. These students are classified as self-funded students in the University's records.

(iv) International Postgraduates

<b>Start dates</b>	<b>30<sup>th</sup> Sept</b>	<b>1<sup>st</sup> Dec</b>	<b>31<sup>st</sup> Jan</b>	<b>31<sup>st</sup> Mar</b>	<b>30<sup>th</sup> Apr</b>
September starters	50%	25%	25%		
January Starters			50%	25%	25%

### Students on Modular or stage basis

Instalment arrangements for students who enroll on modular or stage basis will only be provided if the Tuition fee is in excess of £ **2,000**.

Where students are eligible for instalments, any one of the above instalment plans will be applicable dependent on the fee status i.e. UK, PG,PhD, UK, EU or international as indicated in the tables above.

### Sponsors

Invoices will be raised on sponsoring organisations on receipt of a valid sponsorship letter. Payment terms applicable to sponsors are strictly 30 days from the date of invoice. Sponsors are not eligible for instalment arrangements.

Where sponsors do not adhere to making payments by the due dates, the fee amount will be recharged to the student's account for recovery. It is the responsibility of the student to ensure sponsors make the payment by the due dates.

## 6.6 Pre- requisites for making payment by instalments

All fees become due at enrolment. Where students request to pay by instalments, the University will allow instalment facility if the conditions set out below are met:

1. The Students Tuition fee liability for the year exceeds £ 2,000. This threshold covers students who are self-funded.
2. Student has paid the first down payment at enrolment or latest by the dates provided below:

<b>September enrollers</b>	-	First instalment to be received latest by 10th of October
<b>January enrollers</b>	-	First instalment to be received latest by the 31 <sup>st</sup> of January.

The amount to be paid is dependent on the fee status of the student as set out in the fee table above. Refer section 6.5.

3. The Student has provided a bank standing order form providing authority to the University to collect payment from student's bank on the agreed installment dates or
4. The Student has provided authority to the University on the secure debit/Credit card platform to collect recurring card payments on instalment due dates.

## 6.7 Residential Accommodation fees

Student accommodation team will notify students of the Accommodation fees due for the University let accommodation.

Accommodation offered by Residential Services is dependent on the student signing a Tenancy Agreement for the period of accommodation. Students are also required to pay a residential accommodation deposit of **£250** which is refundable at the end of the tenancy

agreement usually within eight weeks of the tenancy end date.

The University approved payment options for Accommodation fees are:

1. A single payment in full within 14 days of the date of occupancy.
2. In 3 instalments :

**September**

**January**

**April**

Students are required to pay by the due dates agreed in the contract. Students who do not pay the required amount by the specified instalment dates will be subject to debt management procedures which form part of the policy.

## 6.8 Other Fees and Charges

The University may be required on occasion to raise invoices on students for Other fees and charges. These may include but may not be limited to library fines; hardship loan repayment; charges for non-return of IT equipment provided on loan by the University; provision of other resources. Such invoices excluding hardship loans are not eligible for credit facility and become due immediately when invoices are raised. The Hardship loan repayments are due as agreed with the University. Students who fail to pay such invoices will be subject to debt management procedures which form part of this policy.

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 and the amounts are required to 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.

## 6.9 Payment Methods

The preferred method of payment for Tuition and Accommodation fees is by debit or credit 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.

The University does not accept cheques or cash as a mode of payment for fees.

In order to make a payment, students should refer to:

<https://www.westminster.ac.uk/study/fees-and-funding/fees/paying-your-fees>

## 6.10 Early withdrawal from studies or Suspending your studies

It is the student's responsibility to withdraw from the course of study and they can do this by completing the withdrawal from studies form. This form is available with the registry office and completed forms are required to be submitted to the relevant registry office.

Students who withdraw from the course of study may be liable to pay Tuition fees 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 Credit Control Team and student advice teams.

Non-attendance in itself does not equate to withdrawal from the course. Only on submission of a relevant withdrawal form, the University will record the event and make appropriate adjustment to the Tuition fees as stated below. Without this information, students are liable for the full Tuition fee.

If you suspend your studies with the intention of returning back to the University at a later point,



you will continue to be liable for the Tuition fees. The Tuition fee liability chart provided in section 6.11 provides details of the fees you need to pay. International students whose immigration status is dependent on their continuation on the study program and who suspend their studies will be notified to the Home Office (UKVI) of their suspension.

The detailed procedure on early withdrawal can be found on the link below:

<https://www.westminster.ac.uk/study/current-students/your-studies/forms-and-procedures/interrupting-or-withdrawing-from-studies>

Tuition Fee liability following early withdrawal is provided below.

## 6.11 Tuition Fee liability for withdrawal / Suspension from Studies

Fee liability for Undergraduate Students (full time and part time)			
Withdrawal/Suspension date	Annual Fee Liability for students receiving a Tuition fee loan paid by the SLC/SFE	Annual Fee Liability for non-SLC/SFE funded students	
Within first 14 calendar days after enrolment in person or the end of the first week of teaching whichever is the later date	0% ( Fee loan instalment will be returned to the SFE/SLC)*	0% ( Any fees paid will be returned in full)	<b>SFE/SLC fee loan Students:</b> Any fee loan instalment paid by SFE/SLC which exceeds the amount of fee liable by the student will be sent back to the SLC.  <b>Non-SLC/SFE funded students:</b> Students who are not funded by the SLC/SFE are able to request a refund for any amount paid above the liabilities listed.
15 Calendar days after enrolment to 17th January	25% of year's fee	25% of year's fee	
18 January to 22 April	50% of year's fee	50% of year's fee	
23rd April onwards	100% of year's fee	100% of year's fee	
*Even though the University will not charge fees for this period, Student Loan Company will count the short enrolment on the course as a year's previous study. Student's future funding will be affected.			
<b>NOTE: For fee liability purposes the Master of Architecture (RIBA II) and GDL (Graduate diploma in Law) courses are considered under the UG fee liability and refund policy.</b>			

Fee liability for Postgraduate Taught Students (full time and part time)			
Autumn Enrolment	Spring Enrolment	Annual Fee Liability	
Within first 14 calendar days after enrolment in person or the end of the first week of teaching whichever is the later date	Within first 14 calendar days after enrolment in person or the end of the first week of teaching whichever is the later date	0% ( Any fees paid will be returned in full)	Students who choose to withdraw within the first 14 calendar days after enrolment are able to receive a full refund of any Tuition fees paid.
15 Calendar days after enrolment to 17th January	15 Calendar days after enrolment to 15 April	33% of year's fee	From the 15th calendar day onwards, only payments made above the stated liability at the point of withdrawal are refundable.
18 January to 22 April	16 April to 16 September	66% of year's fee	
23rd April onwards	17 September onwards	100% of year's fee	

Postgraduate Research/Doctoral Students
Fee Liability for Doctoral students is calculated pro-rata. This means that for any student who withdraws 14 days after enrolment, their liability will be calculated on a monthly basis. E.g. A student who enrolls in September but withdraws in December, will be liable for 3 months of total Tuition fee.

## 6.12 Withdrawal from University Student Accommodation

Students wishing to withdraw from their accommodation should refer to the terms and conditions of their Tenancy. Students are required to discuss financial implications of early withdrawal with the Student Accommodation Team or their local residential team before vacating the premises. All rentals due for payment should be settled before the room is vacated.

## 6.13 Refunds

Refunds will only be paid on request and are at the discretion of the University. 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.

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.

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 refund being processed.

## 6.14 Note on application of Student fee policy, student circumstances, debt enforcement.

In applying the Student Fee and other charges policy, the University Credit Control Department will at all times seek to be sympathetic to individual students' financial circumstances. However, for the University to do so, students must engage in dialogue with the Credit Control Department if they are experiencing difficulties in making payments. 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 Credit Control Department to find a solution to any outstanding debt issues, or who have failed to honor agreement to pay. Such action may include, but not be limited to the referral of individual cases to a Debt Collection Agency, Solicitor and enforcement through the County Court. Details of debt action taken by the Credit Control department can be found in the Debt management procedures which form part of this policy.

## 7. Debt Management Procedures

### 7.1 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 who have been granted the facility to pay by instalments should ensure that they meet the financial obligations on the dates agreed with the Credit Control Department and mentioned in the Bank standing order or a continuous credit/debit card authority provided by them to the University earlier.

Once a student debt becomes overdue for payment the Credit Control Team will follow the following best practice credit control procedures as a means to recover the debt in a consistent, fair and effective way.

In the first instance the Credit Control Team will attempt to contact the student debtor using all appropriate means of available communication, based on the contact details provided by the student to the University. Repeated attempts will be made. A log of attempted communications will be kept on the student's record together with any responses and relevant correspondence received.

The stages of debt management is set out below. All stages are by letter, email and text (where Available).

Ref	Debt Management Process	Action	Sanction
1	A welcome letter from the Credit Control Team with Invoice / Financial Statement of Account showing the balance due and introducing the student to their designated Credit Controller and to make the student aware of the financial commitment for the academic year.	✓	<input type="checkbox"/>
2	7 day letter advising the student their payment is now 7 days overdue. Asking the student to make contact and arrange payment.	✓	<input type="checkbox"/>
3	14 day letter, reminding student to make contact with Credit Control Team.	✓	<input type="checkbox"/>
4	21 day letter advising student that urgent action is required to avoid debt escalation and potential sanctions. The student will be provided 7 days from the date of the letter to settle the debt or engage with the Credit Control Team failing which the actions outlined below will be applied.	✓	<input type="checkbox"/>
	(i) Contact faculty to pursue debt.	✓	<input type="checkbox"/>
	(ii) Assignment of debt to debt collection agency/Solicitor for debt chase/ legal action including County Court Judgements	<input type="checkbox"/>	✓
5	60 days - Students who owe the University £ 1,000 or more in Tuition fees will not have their marks presented to or considered by any Assessment Board. As a consequence, such "Overdue	<input type="checkbox"/>	✓

	debtors” will not be permitted to progress, re-enrol, graduate, attend a graduation ceremony, or receive any results, certificate, diploma or official transcript in relation to the programme of study to which the debt relates.		
6	365 +days – At the date of re-enrolment each year, any student with an outstanding Tuition fee debt originating from previous academic year will ordinarily have their registration with the University terminated. International students whose immigration permission is dependent on their enrolment at the University of Westminster will be reported to the UKVI if they fail to enrol due to non-payment of fees, or if their registration is terminated.	<input type="checkbox"/>	✓

Periodically a schedule of overdue student debtors may be submitted to the relevant Faculty Registry Office to share information and to identify students who may have left their courses. Faculty Registry Offices will update the student records where students have withdrawn from a course during the year.

## 7.2 Late Payment – Tuition fee debt

Where a student encounters financial difficulty, the student must contact the Credit Control 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 the Credit Control Team as detailed in section 7 above. The 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 Credit Control Officer. In addition to standardised emails, letters, the Credit Control Officer will endeavor to make contact with the student by telephone or non-standard email.

If there is genuine difficulty in making payment, the Credit Control Officer will endeavor to support the student to the fullest extent and within his/her limits of authority. The Credit Control Officer will offer a maximum of three instalments to assist the student in settling the debt which in line with the stipulations of the Consumer Credit Act.

Students will also be advised that they are not entitled to progress to the next academic year of study if any Tuition fee debt remains outstanding at year end.

Students must be able to provide evidence of their financial circumstances verifying that they can either meet all of the obligations including any payment arrangement made, or that the situation causing the hardship will change to enable full payment.

## 7.3 Sanctions for non-payment of Tuition fees and debt recovery actions

The University encourages students who find themselves in financial difficulties or have their funding delayed to contact the University’s Credit Control Team to discuss a payment plan or to discuss alternative sources of funding. Students are also advised to check information, advice and support available on the University’s website. Further details can be found at:

<https://www.westminster.ac.uk/study/current-students/support-and-facilities/student-advice>

Students who fail to make payment of overdue instalment or an agreed payment plan for Tuition fee debts will be subject to debt recovery action approved by the University. The actions will be:

### 7.3.1 **UK/EU Undergraduate / Postgraduate**

Students who fail to pay the instalments by the due dates provided below or by the due dates specially arranged with the University, the University may apply any one or more of the sanctions given below:

- (i) Students with Tuition fee debt which is more than 30 days overdue, will have their debts assigned to a debt collection agency/Solicitor for debt chase/ legal action including County Court Judgement.
- (ii) Students with Tuition fee debt which is more than 60 days overdue, will be subject to the below mentioned sanctions:
  - Will not have their marks presented to or considered by any Assessment Board. As a consequence, such “Overdue debtors” will not be permitted to progress, re-enrol, graduate, attend a graduation ceremony, or receive any results, certificate, diploma or official transcript in relation to the programme of study to which the debt relates.
- (iii) Students with Tuition fee debt which is more than 365 days overdue, will be subject to the below mentioned sanctions:
  - At the date of re-enrolment each year, any student with an outstanding Tuition fee debt originating from previous academic year will ordinarily have their registration with the University terminated. Students whose registration is so terminated will be advised of this in writing.

If at any point during the legal chase process, if the student settles the debt in full inclusive of all legal and collection fees, the University will remove all sanctions and restrictions placed on the student’s account.

For due dates for payment of fees, please refer to the below mentioned information:

- a) UK/EU Undergraduate course – Section 6.5 (i)
- b) UK/EU Postgraduate & PhD students- Funded through Student loan Company or self-funded –Section 6.5 (iii)

### **International Undergraduate and Post Graduates**

Students who fail to pay the instalments by the due dates provided below or by the due dates specially arranged with the University, the University may apply any one or more of the sanctions given below:

In addition to the sanctions noted in section 7.3.1 (i), (ii), (iii), international students whose immigration permission is dependent on their enrolment at the University of Westminster will be reported to the UKVI if they fail to enrol due to non-payment of Tuition fees, or if their registration is terminated.

If at any point during the legal chase process, if the student settles the debt in full inclusive of all legal and collection fees, the University will remove all sanctions and restrictions placed on the student’s account

For due dates for payment of fees, please refer to the below mentioned information:

- a) International Undergraduate course – Section 6.5 (ii) of the policy
- b) International Postgraduate course – Section 6.5 (iv) of the policy

### **Postgraduate Research Students**

At the date of re-enrolment each year, the University will exclude students from enrolment if they have an outstanding Tuition fee debt originating from the previous academic year.

If the student is an international student whose immigration permission is dependent on enrolment at the University, the student will be reported to the UKVI if they fail to enrol due to non-payment of fees, or if enrolment is terminated.

If students have an outstanding debt at the point of submitting their doctoral research project, they will not be invited to attend the viva examination. The Graduate School Registry will not forward their thesis to the examiners until the debt is paid. If students find themselves in this situation they should contact the Graduate School Registry as a consequence, they will not be permitted to graduate, attend a graduation ceremony, or receive any results certificate, diploma or official transcript in relation to the programme of study to which the debt relates.

International students whose immigration permission is dependent on their enrolment at the University of Westminster will be reported to the UKVI in accordance with the University's Tier 4 Sponsorship license if they fail to enroll due to non-payment of Tuition fees, or if their registration is terminated.

## **All Students**

Where a student's "overdue debtor" status is later removed following full settlement of the outstanding debt, the student's academic results will normally be presented to the next scheduled meeting of the relevant Assessment Board, but may be considered under protocols for Chair's actions where to do so would facilitate re-enrolment.

### **7.4 Terminations of Registration and legal action and cost of recovery**

When debt remains unpaid after all debt collection action has been exhausted, the University will proceed to terminate the student's registration. The University will also advise the student that the debt is being referred to a nominated Debt Collection Agency (DCA) or a Solicitor.

Any charges incurred as a result of referring a debt to an external agency may be added to the Student's account. The University may also register information, including 'personal data' (as defined in the Data Protection Act 1998) about a student with a credit reference agency and may disclose personal data to the debt collection agents/solicitors or tracing agency with no further notice to the student. The Agency /Solicitor or tracing agent will act on behalf of the University and will contact the student and endeavor to make a realistic payment arrangement. Where this is not possible, the Agency/Solicitor will be instructed to commence legal proceedings against the debtor. Where the debtor is no longer in the UK, the agency/Solicitor will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University.

Where the debt remains unpaid after Agency/Solicitors initial efforts to recover the amount, then the University will provide instructions to solicitors to obtain a money judgement against the debtor under the County Court Act 1984.

In the event that the University instigates legal proceedings as detailed in this policy, and this results in a County Court Judgement (CCJ) being registered in favour of the University, The student's 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 judgement has been obtained, the University will consider instigating action to enforce the judgement. But careful consideration will be given to the students known circumstances. In some cases, enforcement action may be held in abeyance until such time when the student is in a position to pay, or make payments towards the debt.

If at any point during the legal chase process, if the student settles the debt in full inclusive of all legal and collection fees, the University will remove all sanctions and restrictions placed on the student's account.

### **7.5 Appeals against decision to terminate registration**

Appeals against decision to terminate registration as stated in section 7.3 of the policy must be made within 10 days of receiving written notification. An appeal must be made by submitting the Debtor Sanctions Appeal Form to the Director of Finance. A copy of the Debtor Sanctions

Appeals Form is provided in Annexure - 1. Grounds for appeal include:

1. Lack of due notification
2. Disproportionate action
3. Failure to take into account personal circumstances.

Appeals submitted in time, citing at least one of the listed grounds and reasons as to why that ground of appeal applies, will be considered by the Director of Finance within 10 working days of receipt. Decisions are conveyed to the student in writing as soon as practicable after the decision is made. The decision will be made on the evidence made available in the Debtor Sanctions Appeals Form by the Director of Finance.

During the appeals process, the debt collection action will continue, however passing the account to the external debt collection agency/solicitor will be held pending the outcome of the appeals process or investigation.

## **7.6 Reinstatement**

The Credit control team will in all cases endeavor 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.

## **7.7 University Financial Awards**

Where a student qualifies for 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.

## **7.8 Accommodation Debt**

Students living in University owned accommodation are tenants and enter into a Legal tenancy agreement for a fixed period. If a student decides to leave the residence before the end of that fixed period they will be required to pay rent for the full duration of the tenancy agreement.

If the student withdraws from their course and has completed the necessary paperwork, this entitles the student to leave their accommodation provided the student pays 7 days rent from the withdrawal date of the course.

When students apply for accommodation, they agree to abide by the Conditions of Tenancy Agreement. These conditions include the requirement to pay rent either in full at the beginning of the tenancy agreement or on specific instalment dates specified in the tenancy agreement.

The residential accommodation team will periodically send out rent reminder letters to the students which will remind them of the payment due. Please refer to section 7.9 for the debt reminder letter cycle.

Where a student is suffering financial difficulty he/she must contact the local Residential Team at the earliest opportunity, preferably before an instalment becomes overdue. The Residential Team will advise the student and will endeavor to provide support to the fullest extent possible.

## **7.9 Late Payment of accommodation instalments**

In the event that an accommodation instalment remains unpaid beyond the due date, reminder letters will be sent to the student requesting immediate payment. The reminder letters and the key days when the reminder letters will be sent is provided in the table below. Should the student fail to pay on receipt of the reminder, and /or fail to contact the Residential Services team in order to discuss the matter, further reminder letters will be sent to inform the students

of escalated action of referral to solicitors/debt chasing agencies or asking them to vacate the halls of residence. The Residential Services Team will also endeavor to make direct contact with the student during this period.

If there is evidence of genuine difficulty in making payment, the Residential Service Team will try to agree a realistic programme of payment, which is within the means of the student and payable over a period. Students will be advised that they may be required to vacate their room if they are unable to make or maintain any payment arrangements. 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.

The details of the event / debtor letters cycle is provided below:

Day	Event	Details
Day 1	Display of rent payment reminder notice	The rent payment reminder notice is displayed at the halls of residence reception desk and notice board and emailed to all residents who are due to pay Accommodation fees.
Day 3	Debtors Letter 1	This letter is sent to residents giving them a week to pay the Accommodation fees. Between day 4 and day 10, the residential coordinators contact students who have not paid their rent to inform them the rent was overdue. Student finance issues are reported and investigated.
Day 10	Debtors Letter 2	This letter informs residents to pay the dues within seven days from the date of this letter. Residential coordinators continue to meet with debtors between Day 10 and 17 and continue to liaise with student finance etc.
Day 17	Debtor Letter 3	<p>This letter informs residents to pay the dues within seven days of the date of this letter. Debtors who are awaiting funds from Student finance will be advised to meet student advisors for advice. Student advice also have an office at Harrow.</p> <p>The contact details for Student Advice is:</p> <p>Student Advice            First floor, 101 New Cavendish Street            London- W1W 6XH            T: 44 (0) 20 7911 5000 Ext 66080            E: studentadvice@westminster.ac.uk</p> <p>At this stage of the process, the residential management team meet to decide on further actions on debts.</p>
Day 25	Debtor Letter 4	<p>This is a final letter to residents to pay the dues within seven days of the date of this letter and if they fail to settle, the debts will be referred to Solicitors/ debt collection agents for litigation and debt collection action.</p> <p>Students will also be issued notice to quit the hall of residence.</p>



## 7.10 Sanctions – accommodation debt

If any instalment remains outstanding beyond the due date and no realistic payment plan has been agreed, students will be issued with Notice to Quit only when they owe rent in excess of a week's rent. This notice informs them that continued non-payment of instalments after the due dates 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 Residential Services Team will endeavor to contact students directly and make reasonable payment arrangements. In some circumstances, the local Residential Services team will visit students in their room to encourage dialogue for settling overdue amounts.

The Residential team will make every effort to support the student, including seeking funding from student support department or bursaries or utilising the deposit amount before they are issued with a Notice to Quit

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, Residential Services Team will commence eviction proceedings in accordance with the Housing Act 1988 and Protection from Eviction Act 1977.

### Debt Recovery Action – accommodation debt

Where the student vacates the room and has unpaid overdue debts, the student details will be passed to a nominated Debt collection Agency (DCA) / Solicitor. The Agency / Solicitor will act on behalf of the University. The Agency /Solicitor will contact the student and endeavor to make a realistic payment arrangement. Where this is not possible, the Agency/solicitor will be instructed to commence legal proceedings against the debtor. Where the debtor is no longer in the UK, the Agency/Solicitor will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University.

Where the debt remains unpaid after Agency/Solicitors initial efforts to recover the amount, then the University will provide instructions to solicitors to obtain a money judgement against the debtor under the County Court Act 1984.

In the event that the University instigates legal proceedings as detailed in this policy, and this results in a County Court Judgement (CCJ) being registered in favour of the University, The student's future ability to obtain credit will be affected.

Once judgement has been obtained, the University will consider instigating action to enforce the judgement. But careful consideration will be given to the students known circumstances. In some cases, enforcement action may be held in abeyance until such time when the student is in a position to pay, or make payments towards the debt.

This course of action will be taken regardless of the student's registration status. **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.**

## 7.11 Other Debt

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 restricted to items noted below:

- (i) Repayable hardship loans
- (ii) Library fines (lost books / late return fines)
- (iii) Fines arising from Disciplinary Action
- (iv) Accommodation (non-rental) charges

## 7.12 Sanctions – other debt

Where such balances are outstanding beyond the due dates, the University's Credit Control Department 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:

- (i) Restriction / withdrawal of Library privileges for library debts
- (ii) Withdrawal of access to further hardship funding where previously provided loans remain unpaid.
- (iii) A ban on future residence in University accommodation where accommodation debts for earlier occupancy remain unpaid.
- (iv) Further disciplinary action (in the case of failure to pay misconduct fines )

Should students fail to pay outstanding balance; student details will be passed to a nominated Debt collection Agency (DCA) / Solicitor. The Agency / Solicitor will act on behalf of the University. The Agency /Solicitor will contact the student and endeavor to make a realistic payment arrangement. Where this is not possible, the Agency/solicitor will be instructed to commence legal proceedings against the debtor. Where the debtor is no longer in the UK, the Agency/Solicitor will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University.

Where the debt remains unpaid after Agency/Solicitors initial efforts to recover the amount, then the University will provide instructions to solicitors to obtain a money judgement against the debtor under the County Court Act 1984.

In the event that the University instigates legal proceedings as detailed in this policy, and this results in a County Court Judgement (CCJ) being registered in favour of the University, The student's future ability to obtain credit will be affected.

Once judgement has been obtained, the University will consider instigating action to enforce the judgement. But careful consideration will be given to the students known circumstances. In some cases, enforcement action may be held in abeyance until such time when the student is in a position to pay, or make payments towards the debt.

## 8. Financial Hardship

**Tuition fees:** Where a student shows that they have a genuine hardship issue which is preventing payment of Tuition fees should contact the Credit Control Team. The Credit Control Team will provide all reasonable support within their discretion to support students suffering genuine financial hardship to help them address outstanding payments. Please refer to section 7.2 of the policy for further information.

The credit control team can be contacted on phone number: +44 (0)20 3506 6993.  
Email: [uow-fees@westminster.ac.uk](mailto:uow-fees@westminster.ac.uk)

**Specialist teams** that is the Student Advice Team at the University offer specialist advice and support on a range of issues including funding from the Student Loan Company, information for international students on visas, Tuition fee status queries, social security benefits and entitlements to students, money management, council tax liability etc.

The Contact details for the Student Advice Team is provided below:

**Cavendish**  
First Floor, Cavendish House  
101 New Cavendish Street  
London W1W 6XH

T: +44 (0)20 7911 5000 ext. 66080      Email: [studentadvice@westminster.ac.uk](mailto:studentadvice@westminster.ac.uk)

### **Harrow (Mondays, Tuesdays and Thursdays, term-time only)**

Maria Hewlett building  
Watford Road  
Northwick Park  
Harrow HA1 3TP

T: +44 (0)20 7911 5000 ext. 66080      Email: [studentadvice@westminster.ac.uk](mailto:studentadvice@westminster.ac.uk)

**Accommodation fees:** For Accommodation fees, the student should contact their local residential team to discuss their financial hardship. The residential team will also provide advice and support on managing their debt. The contact details are as follows:

Alexander Fleming Hall	<a href="mailto:Halls-af@westminster.ac.uk">Halls-af@westminster.ac.uk</a>
Harrow Hall	<a href="mailto:Harrowhalls@westminster.ac.uk">Harrowhalls@westminster.ac.uk</a>
Marylebone Hall	<a href="mailto:Halls-mr@westminster.ac.uk">Halls-mr@westminster.ac.uk</a>

The residential services team will provide all reasonable support within their discretion to support students suffering genuine financial hardship to help them address outstanding payments. The team will signpost the student to the **Student Advice team** (see contact details provided above) who offer advice on debt and managing finances to the student.

## **9 Governance Requirements**

The Director of Finance has overall responsibility for this policy. The Associate Director of Finance Operations 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.

## Annexure – 1 Debtor Sanctions Appeal Form



### Debtor Sanctions Appeal Form

This form is for completion by students who have received written notification of having had their registration terminated and who now wish to appeal.

Please complete all sections and return to: [uow-fees@westminster.ac.uk](mailto:uow-fees@westminster.ac.uk); Director of Finance, The University of Westminster, and 101 New Cavendish Street, London W1W 6XH

#### **Section 1: Personal Details**

<b>First Name(s):</b>	
<b>Surname:</b>	
<b>Student ID:</b>	
<b>Programme Of Study</b>	
<b>Faculty</b>	
<b>ADDRESS FOR CORRESPONDENCE (INCLUDE POSTCODE)</b>	
<b>Telephone number:</b>	
<b>Email Address:</b>	

#### **Section 2: Grounds for Appeal**

Choose at least one of the following:

- Lack of due notification
- Disproportionate action
  
- Failure to take into account personal circumstances

### Section 3: Further information

Please use this section to provide as much information as possible in support of your appeal

#### **What is a Debtor Sanctions Appeal?**

A Debtor Sanctions Appeal is a request for a review of the decision to terminate your student registration on the basis of an outstanding Tuition Fee debt.

You should only submit an appeal if you believe that you have a valid case that clearly meets one of the three grounds for appeal listed in Section 2 of the Debtor Sanctions Appeal Form.

***Please note: This is not a complaints form. If you have a complaint regarding Financial Services, you can make us aware of this via the University's Complaints process.***

#### **How do I submit an appeal?**

You will need to complete the Debtor Sanctions Appeal Form and submit it to Director of Financial Services within 10 days of receiving written notification of the decision to terminate your student registration. Appeals can be submitted via both hard-copy and email.

You are strongly advised to seek guidance from the Student Advice Team on (0)20 7911 5000 ext. 66080, before you submit your appeal.

All appeals must be submitted to:

- Post: Director of Finance, the University of Westminster, 101 New Cavendish Street, London W1W 6XH
- Email: [uow-fees@westminster.ac.uk](mailto:uow-fees@westminster.ac.uk)

**Submission deadlines for appeals**

It is your responsibility to ensure that your appeal is submitted within 10 days of you having received written notification of the decision to terminate your student registration. Late appeals will not be considered, unless you can demonstrate good reason and provide evidence as to why the appeal has been submitted late.

**When will I hear the outcome of my appeal?**

The Director of Financial Services or nominee will formally notify you, in writing, of the outcome of your appeal, as soon as practicable after the decision is made.

**Can I submit another appeal if my first appeal is unsuccessful?**

The outcome of the appeal is final and you are unable to submit further appeals. With this in mind please ensure that you provide as much information as possible when submitting your appeal request to best enable an informed decision to be reached.

**Section 4 – Declaration:**

In accordance with the Data Protection Act 1998 we are required to obtain your consent for the following:

- a) to hold the information that you have provided on an electronic database;
- b) to disclose the information that you have provided to authorised members of University staff, their legal advisers or where the law requires, as necessary for the reasonable purposes connected with the investigation of your complaint.
- c) be aware that where a complaint relates to specific individuals, those named have the right to be shown the complaint.

Please sign below to confirm that the information you have provided is accurate to the best of your knowledge, and to indicate your consent for the information provided to be used as detailed above.

Signed:

Dated: