

## **Student Fees and Other Charges Policy 2021/22**

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Document updated: 16 March 2021  
Date Presented to the University Executive Board: 23 March 2021  
Next review date: March 2022

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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 the single point of reference on Student fees and other charges, to ensure a consistent approach and provide clear guidance. Extracts from this document may be used as a guidance for students, academic staff, registry staff, finance staff and those involved with enrolment.

- 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 and ensure it is effectively and equitably applied.

## 2. Purpose

The aim of the policy is to:

- Provide students, staff members, sponsors with clarity 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

The Policy applies to:

- Current and former students of the University of Westminster with outstanding debt.
- Student groups; full-time, part-time, undergraduate, postgraduate, research, UK, EU, and International.
- All fees including Tuition (and associated) fees, accommodation, library and other miscellaneous services, payment arrangements

## 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. Friends and family do not fall into the scope of Sponsors.

### **Credit Control team (CCT)**

Members of the Finance Department responsible for the collection of fee payments. This team 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 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 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    Email: [Halls-af@westminster.ac.uk](mailto:Halls-af@westminster.ac.uk)  
Harrow Hall                    Email: [Harrowhalls@westminster.ac.uk](mailto:Harrowhalls@westminster.ac.uk)  
Marylebone Hall            Email: [Halls-mr@westminster.ac.uk](mailto:Halls-mr@westminster.ac.uk)

### **Student Complaints team**

The procedure for student complaints is available on the Student Hub and the team can be contacted via email at [studentcomplaints@westminster.ac.uk](mailto:studentcomplaints@westminster.ac.uk). Instructions are provide on the web page on how to submit a [student complaint](#).

### **Fees**

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

### **Charges**

Related 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, unreturned laptops and equipment/hire. 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
- Consumer protection from Unfair Trading regulations 2008
- Equality Act 2010
- Housing Act 2004
- Money laundering regulations
- Protection from eviction Act 1977

## **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 Tuition Fees and other charges are not paid by the due date.

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 study, 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 accommodation are required to pay the accommodation 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 tenancy agreement signed by them with the University.

The University may remind students of fees, fines and other charges due by 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 for monitoring their emails and the letters sent to them. Failure to check emails or letters is not an acceptable reason for late or non-payment of fees or charges due.

The contact details available on the student record, will be used to contact students regularly. Students are obliged to make sure personal contact details are kept up to date 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 are outlined in this policy.

## 6.2 **Currency of payment and bank charges**

The preferred currency of payment for the University is British Pound Sterling (GBP). Students making payments towards Tuition fees, accommodation costs and other charges are required to ensure remittance of the full amount of fees required by the University. Any shortfalls occurring because 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 by the University Executive Board and approved by the Court of Governors as recommended by the Fee's Strategy Group. Academic departments are not empowered to vary the fees. The payment schedules/instalments provided will be in accordance with the ones mentioned in this policy. **Academic departments are not empowered to vary the fees or payment schedules/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 the annual amount charged for each academic year of the programme unless otherwise stated. Students are responsible for ensuring that 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.

Any increase to regulated and unregulated fees will only be made from the next available application period. Current offer holders and students will not have their fees increased for the life of their course, provided they complete within the standard registration period as outlined in the Academic Regulations.

You can find the fees for various courses at the University on the [Fees and Funding](#) web page.

## **Sponsored students**

A large number 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 before or at the time of enrolment. The University will use 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 any relevant initial deposit as set out in this policy. Additionally, 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 for sponsors are 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 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 authorising 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 process outlined in this policy.

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

Students eligible for a Tuition fee loan from the Student Loans Company will not have to pay towards their fees during the time they study at the University, 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 out, 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 outlined 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.

If 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 requiring immediate settlement.

Where course Tuition fee exceeds **£2,000**, students are able to pay fees through instalments. Instalment dates are as follows:

### **Undergraduates**

- (i) Undergraduate Students – Self funding

<b>Level</b>	<b>30 Sept</b>	<b>1 Dec</b>	<b>31 Jan</b>
Undergraduate	50%	25%	25%

### **Postgraduates & PhD Students**

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

<b>Start Dates</b>	<b>30 Sept</b>	<b>31 Jan</b>	<b>30 Apr</b>	<b>31 May</b>	<b>16 Sep</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.

- (iii) International/EU Postgraduates

<b>Start Dates</b>	<b>30 Sept</b>	<b>1 Dec</b>	<b>31 Jan</b>	<b>31 Mar</b>	<b>30 Apr</b>
September starters	50%	25%	25%		
January starters			50%	25%	25%

### **Students on Modular or Stage basis**

Instalment arrangements for students who enrol 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 upon receipt of a valid sponsorship letter. Payment terms applicable to sponsors are 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 non-SLC funded Tuition fees become due at enrolment. Where students request to pay by instalments, the University will allow this 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:
  - **September enrollers** - First instalment received at the latest by midnight on the day before the start of Teaching Week 3 or end of September.
  - **January enrollers** - First instalment received at the latest by 31 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 authority to the University on the **secure debit/Credit card platform (Recurring Card Payment - RCP 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 and 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 are outlined in this 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 to be paid by instalments 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 are outlined in 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; 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 [paying your fees](#) on the Student Hub.

## 6.10 **Early withdrawal from studies or Interrupting 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 on the Student Hub and completed forms must be submitted to the relevant [Campus 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 advised to discuss matters in detail with their academic department, the Credit Control Team and [Student Advice](#).

Non-attendance does not equate to withdrawing officially from the course. Only on submission of a completed withdrawal form will the University will record the event and make appropriate adjustment to the Tuition fees as stated below. Without this information, students continue to be considered enrolled and will become liable for the full Tuition fee.

If you interrupt your studies with the intention of returning 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 course and who interrupt their studies will have their interruption notified to the Home Office (UKVI).

The detailed procedure on early [withdrawal and interruption of studies](#) can be found on the [Student Hub](#).

Tuition Fee liability following early withdrawal is provided below.

## 6.11 **Tuition Fee liability for withdrawal / Interruption from Studies**

### **Important information**

- For fee liability purposes the Master of Architecture (RIBA II) and Graduate Diploma in Law (GDL) are considered under the UG fee liability and refund policies.
- Although the University will only charge fees from midnight on the day before the start of [Teaching Week 3](#), Student Finance England will count even short periods of enrolment on the course as a year's previous study and any future funding will be affected. Students should contact Student Advice for further information.
- After the Cooling Off Period, any fee loan instalment paid by SFC/SLC which exceeds the amount of fee liable by the student will be returned to the SLC.
- After the Cooling Off Period, any non-SLC funded students can request a refund for any amount paid above the fee liabilities listed.

### **Cooling Off Period**

Students who withdraw within the 14-day Cooling Off period can receive a full refund of any Tuition fees and/or deposits paid for that academic year as follows:

- **New Students** - From the date of acceptance of an offer until midnight on the day before the start of teaching week 3. If the offer is accepted late, the student will still receive 14 days cooling off, even if this extends beyond the beginning of teaching week 3.
- **Continuing Students** - From the start of the new academic year (re-enrolment) until midnight on the day before the start of Teaching Week 3.

## Undergraduate

<b>Liability Period</b>	<b>Autumn Enrolment</b>	<b>Annual Fee Liability</b>
<u>First liability period</u> After Enrolment and before the start of the second term	Start of teaching week 3 until 23 January 2022	25%
<u>Second liability period</u> Before the start of the third term	24 January 2022 to 29 April 2022	50%
<u>Third liability period</u>	30 April 2022 onwards	100%

## Postgraduate Taught

<b>Liability Description</b>	<b>Autumn Enrolment</b>	<b>Spring Enrolment</b>	<b>Annual Fee Liability</b>
<u>First liability period</u> After Enrolment and before the start of the second term	Start of teaching Week 3 until 23 January 2022	Start of teaching week 3 until 21 April 2022	33%
<u>Second liability period</u> Before the start of the third term	24 January 2022 to 29 April 2022	22 April 2022 to 22 September 2022	66%
<u>Third liability period</u>	30 April 2022 onwards	23 September 2022 onwards	100%

## Postgraduate Research

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 monthly, e.g. a student who enrolls in September but withdraws in December, will be liable for 3 months of their 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, provided the student is entitled to the refund and has followed all correct procedures as set out in this policy.

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 must be made to someone other than the original payer (e.g. 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 always 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 honour agreement to pay. Such action may include, but is not 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 are outlined in this policy.

## 7. **Debt Management Procedures**

### 7.1 **Tuition Fee Debt**

Tuition fees may be paid in full or by instalment on dates according to the fee status of the student. Students who have been granted the option 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 below noted best practice credit control procedures 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 are set out below. All stages are by letter, email and text (where available).

Ref.	Debt Management Process	Action	Sanction
1	<b>A welcome letter</b> 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.	Yes	n/a
2	<b>First reminder letter</b> advising the student their payment is now 7 days overdue. Asking the student to make contact and arrange payment.	Yes	n/a
3	<b>Second reminder letter</b> reminding student to contact Credit Control Team.	Yes	n/a

Ref.	Debt Management Process	Action	Sanction
4	<b>Final reminder letter</b> advising student that urgent action is required to avoid debt escalation and potential sanctions. The student will be provided with 7 days from the date of the letter to settle the debt or engage with the Credit Control Team failing which the debt will be assigned to a debt collection agency/Solicitor for debt chase/legal action including County Court Judgements.	Yes	n/a
5	After following actions 1 to 4 above, any student who owes the University £1,000 or more in Tuition fees <b>will not have their marks presented to or considered by any Assessment Board.</b> Consequently, 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.	n/a	Yes
6	At the date of re-enrolment each year, any student with an outstanding Tuition fee debt originating from previous academic year, in excess of <b>£1,000</b> , will ordinarily have their registration with the University terminated. International students whose immigration permission is dependent on their registration with 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.	n/a	Yes

Periodically a schedule of overdue student debtors may be submitted to the relevant Campus Registry Office to share information and to identify students who may have left their courses. Campus 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 7.1](#) 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 standard emails and letters, the Credit Control Officer will endeavour to contact the student by telephone or non-University email.

If there is genuine difficulty in making payment, the Credit Control Officer will fully endeavour to support the student and within their 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 they have an outstanding Tuition fee debt in excess of £1,000.**

Students must be able to provide evidence of their financial circumstances verifying that they can either meet all 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. Students are also advised to check information, advice and support available on the Student Hub through [Student Advice](#) team.

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.

**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. If the debt is not paid by the advertised results publication date, a student will need to wait to be invited to the next graduation ceremony.**

### **Undergraduate and Postgraduate students**

Students who fail to pay the instalments by the due dates provided in [section 6.5](#), or by the due dates specially arranged with the University and have a tuition fee debt the University, may receive any one or more of the following sanctions:

- (i) Students with Tuition fee debt which is more than 30 days overdue, will have their debts referred to a debt collection agency/Solicitor for debt chase/legal action including County Court Judgement.
- (ii) Students with Tuition fee debt over **£1,000** which remains unpaid after all debt recovery actions have been exhausted will not have their marks presented to or considered by any Assessment Board. Consequently, 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.
- (iv) At the date of re-enrolment each year, any student with an outstanding Tuition fee debt originating from previous academic year, in excess of **£1,000** will ordinarily have their registration with the University terminated. Students whose registration is so terminated will be advised of this in writing.

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 in accordance with the University's Student Sponsorship license if they fail to enrol due to non-payment of Tuition fees, or if their registration is terminated.

If at any point during the debt management process, 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. **Please note that if the debt is not cleared until after the advertised results publication date, the student's academic results will normally be presented to the next scheduled meeting of the relevant Assessment Board.** This could mean that the student has to return as a part-time or 'assessment only' student for up to one year in order to retrieve any outstanding assessment(s) or wait to be invited to the next graduation ceremony.

### **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 in excess of £1,000 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 Tuition fee 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. Consequently, 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 Student Sponsorship license if they fail to enrol due to non-payment of Tuition fees, or if their registration is terminated.

#### 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. Students will then be required to contact the DCA/Solicitor to discuss debt and repayment arrangements.

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 endeavour 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 initial efforts by the Agency/Solicitor 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.

If the University instigates legal proceedings as outlined 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. However, careful consideration will be given to the student's known circumstances. In some cases, enforcement action may be held in abeyance until such time when the student is able to pay or make payments towards the debt.

If at any point during the legal chase process, 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. **However, it should be noted that a student may still need to wait for any results to be confirmed by an Assessment Board, or to attend a graduation ceremony.**

#### 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 [Annex 1](#). Grounds for appeal include:

1. Material or procedural error
2. Disproportionate action
3. Personal circumstances.

Appeals submitted in time, citing at least one of the listed grounds for appeal and the reasons for this, 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 by the Director of Finance based on the evidence made available in the Debtor Sanctions Appeals Form.

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 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 overdue Tuition fees being paid in full prior to the re-registration deadline date. Please note that if the debt is not cleared until after the advertised results publication date, the student's academic results will normally be presented to the next scheduled meeting of the relevant Assessment Board. This could mean that the student has to return as a part-time or 'assessment only' student for up to one year in order to retrieve any outstanding assessment(s) or wait to be invited to the next graduation ceremony.

## 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 Services Team will periodically send out rent reminder letters to the students for the payment due. Please refer to [section 7.9](#) for the debt reminder letter cycle.

Where a student is suffering financial difficulty, they 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 endeavour to provide support to the fullest extent possible.

## 7.9 Late Payment of accommodation instalments

If 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 to discuss the matter, further reminder letters will be sent to inform the student 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 endeavour 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. Student 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, which confirm that they can either meet all 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	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. At this stage of the process, the Residential Services Team meet to decide on further actions on debts.  The contact details for <a href="#">Student Advice</a> can be found on the student hub.  Tel: 44 (0) 20 7911 5000 Ext 66080 Email: <a href="mailto:studentadvice@westminster.ac.uk">studentadvice@westminster.ac.uk</a>
Day 25	Debtor Letter 4	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.  Students will also be issued notice to quit the hall of residence.



## 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 endeavour 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 endeavour 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 initial efforts of the Agency/Solicitor 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.

If the University instigates legal proceedings as outlined 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. However, 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 able 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) Charges for unreturned equipment including laptops, etc.
- (iv) Fines arising from Disciplinary Action
- (v) 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 to clear the debt. 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 the 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 endeavour 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 initial efforts by the Agency/Solicitor 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.

If 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 able 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)

### Student Advice

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:

Marylebone Campus

35 Marylebone Road.

London NW1 5LS

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 Services Team to discuss their financial hardship. The Residential Services Team will also provide advice and support on managing their debt. The contact details are as follows:

Alexander Fleming Hall      Email: [Halls-af@westminster.ac.uk](mailto:Halls-af@westminster.ac.uk)

Harrow Hall                      Email: [Harrowhalls@westminster.ac.uk](mailto:Harrowhalls@westminster.ac.uk)

Marylebone Hall                Email: [Halls-mr@westminster.ac.uk](mailto:Halls-mr@westminster.ac.uk)

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](#) who offer advice on debt and managing finances to the student.

## **Annex 1: Debtor Sanctions Appeal Form**

### **Debtor Sanctions Appeal Form**

This form is to be completed by students who have received written notification that their registration has been terminated and who wish to appeal this decision.

This form can be found on the [Student Fees and Other Charges Web Page](#).

## Annex 2: Web Links and Glossary

### Glossary

CCJ	County Court Judgement
CCT	Credit Control Team
DCA	Debt Collection Agency
GBP	British Pounds Sterling
GDL	Graduate Diploma in Law
RIBA II	Master of Architecture
SFC	Student Funding Council
SLC	Student Loans Company
UKVI	UK Visas and Immigration

### Web Links featured in the Student Fees and Other Charges Policy.

Accommodation	<a href="https://www.westminster.ac.uk/study/accommodation">https://www.westminster.ac.uk/study/accommodation</a>
Campus Registry Office	<a href="https://www.westminster.ac.uk/current-students/support-and-services/registry-offices">https://www.westminster.ac.uk/current-students/support-and-services/registry-offices</a>
Fees and Funding:	<a href="https://www.westminster.ac.uk/study/fees-and-funding">https://www.westminster.ac.uk/study/fees-and-funding</a>
Graduate School Registry	<a href="https://www.westminster.ac.uk/research/graduate-school/graduate-school-registry">https://www.westminster.ac.uk/research/graduate-school/graduate-school-registry</a>
Interruptions and Withdrawals	<a href="https://www.westminster.ac.uk/current-students/guides-and-policies/academic-matters/interrupting-or-withdrawing-from-studies">https://www.westminster.ac.uk/current-students/guides-and-policies/academic-matters/interrupting-or-withdrawing-from-studies</a>
Paying Your fees:	<a href="https://www.westminster.ac.uk/study/fees-and-funding/fees/paying-your-fees">https://www.westminster.ac.uk/study/fees-and-funding/fees/paying-your-fees</a>
Student Advice	<a href="https://www.westminster.ac.uk/current-students/support-and-services/student-advice">https://www.westminster.ac.uk/current-students/support-and-services/student-advice</a>
Student Complaints	<a href="https://www.westminster.ac.uk/current-students/guides-and-policies/student-matters/student-complaints">https://www.westminster.ac.uk/current-students/guides-and-policies/student-matters/student-complaints</a>
Student Disciplinary Regulations:	<a href="https://www.westminster.ac.uk/current-students/guides-and-policies/student-matters/student-code-of-conduct">https://www.westminster.ac.uk/current-students/guides-and-policies/student-matters/student-code-of-conduct</a>
Student Hub	<a href="https://www.westminster.ac.uk/current-students">https://www.westminster.ac.uk/current-students</a>
Term Dates	<a href="https://www.westminster.ac.uk/current-students/term-dates">https://www.westminster.ac.uk/current-students/term-dates</a>