



Student Debt Policy

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Oxford Brookes University – Student Debt Policy

1. Purpose

- 1.1 The Purpose of this policy is to clearly explain in a transparent and accessible way the University's approach to its students that have outstanding debts owed to the University. This includes trying to treat all students in a fair and reasonable manner depending on their financial circumstances and encourage students to follow the correct processes and time-scales for payment.
- 1.2 This Policy applies to all students studying at Oxford Brookes or its partner colleges, whether full-time, part-time, distance learning, undergraduate, postgraduate, originating from the United Kingdom, the European Union or from other international jurisdictions regardless of the particular University campus at which they are based.
- 1.3 This Policy also includes details of normal credit control procedures and sanctions that may be applied in the event of non-payment of fees by students by the due date(s). It is designed to ensure all students are treated fairly in relation to the payment of fees and in accordance with a clear process.
- 1.4 This Policy also sets out the steps students can take to mitigate any actions likely to be taken by the University to recover an outstanding debt.
- 1.5 The University will generally be sympathetic to students experiencing unforeseen genuine financial difficulties whilst studying at the University who contact the University's Student Finance Team at the earliest opportunity and will offer assistance wherever possible.
- 1.6 Additionally the University understands that a significant proportion of its students are young adults who are required to pay large sums for the first time for their University Tuition Fees and Accommodation Fees or do not have English as their first language. As such the University tries where possible to take each individual student's financial circumstances into account e.g. circumstances can sometimes change a student's finances significantly even though he or she has agreed a sound financial plan with the University for payment before starting their studies.
- 1.7 In particular the University provides limited financial support for its students who find that they are in financial difficulty. Details of this assistance are set out at Section 2.11 below.
- 1.8 However, each student must be aware that they are **personally liable** under their enrolment forms with the University for payment of their Tuition Fees and under their licence to occupy or tenancy agreement with the University for Accommodation Fees for occupation of University accommodation.
- 1.9 In particular students should recognise that if they owe a significant overdue debt for tuition to the University and have no means of paying this debt it will not be in the student's best interests for the University to allow them to continue their studies and increase their burden of debt.

- 1.10 It is the general policy of the University to use all proportionate, reasonable and legal means at its disposal to pursue unpaid student debts since this is fair to all its students who are required to pay their University fees.
- 1.11 In particular students should be aware that whilst they have the right to submit a student complaint regarding the University's delivery of their teaching or other matters (see Section 2.13 below) the University has resolved a policy whereby it will continue to pursue such student for any unpaid University fees in parallel to any complaints process that the student has started. This means that the University will continue to apply the appropriate sanction for non-payment and recovery until such time as the student's complaint is finally resolved. Where it is finally decided by the University complaints process that the University has been, or continues to be, at fault and the student is awarded a remission or waiver (wholly or partially) of their University fees then the University will repay to the student any such sum.
- 1.12 This Policy is incorporated into the University's Financial Regulations at <http://www.brookes.ac.uk/staff/finance>
- 1.13 The Deputy Director of Finance and Legal Services (Financial Services & Development) is responsible for managing and periodically reviewing this policy.

2. Summary of Student Finance Obligations

- 2.1 This Section 2 summarises the **basic principles** that each student must apply to payment of their University fees. Greater detail is contained in Section 3 of this Policy below.
- 2.2 **Payment of University fees: Due Dates**
- 2.2.1 The University's Tuition Fees become due at the beginning of your programme of study. For full-time undergraduate students in the September semester, Tuition Fees are due in full upon enrolment in September of each year. Where enrolment takes place in a different term or semester Tuition Fees are due at the time of enrolment.
- 2.2.2 Accommodation Fees become due when you arrive to take up your place in University accommodation or on the date set out in your lease or licence agreement.
- 2.3 **28-days Payment Period.** Within 28 days of the due date, all students must either pay their Tuition Fees and Accommodation Fees in full, or arrange with the University's Student Finance Team (details below) to pay their tuition or accommodation by instalments. If you choose to pay in full within the 28-day period, you may use a cheque, credit card or direct bank transfer. Information about paying can be found at: <http://www.brookes.ac.uk/studying/finance/payment>.
- 2.4 **Payment by instalments: Tuition Fees.** Where agreed with the University's Student Finance Team students may choose to pay Tuition Fees either by, two instalments (one per semester) or three instalments (one per term), rather than by a single payment. This may be arranged by cheque, credit card or bank transfer to the University's account.

An example of an instalment plan is as follows:

Two instalments: 1/2 by September 20XX, 1/2 by January 20XX

Three instalments: 1/3 by September 20XX, 1/3 by January 20XX, 1/3 by May 20XX.

- 2.5 **Payment by instalments: Accommodation Fees.** Where agreed in writing with the University's Student Finance team students may choose to pay their Accommodation Fees for their occupation of a University hall of residence in instalments, rather than by a single payment. Details about instalments available can be found on the student's online PIP page when confirming their accommodation, and subsequently when enrolled on their PIP page.

This may be arranged by cheque, credit card or bank transfer. Information about paying can be found at <http://www.brookes.ac.uk/studying/finance/payment>.

- 2.6 **Payment by a sponsor.** Students must remember that even if their Tuition Fees or Accommodation Fees are to be paid by a third party sponsor (e.g. their national embassy or employer), it will remain each individual student's personal responsibility to ensure that such fees are paid. If a sponsor withdraws sponsorship the student is liable for the outstanding fee payment.

2.7 What happens if payment is late?

Tuition Fee payments

- 2.7.1 **Withdrawal of University Facilities:** Where a payment has not been received 2 weeks after the instalment date for tuition, access to University facilities (ability to withdraw books from the Library and to log on to the University computer network) will be withdrawn. This access will be withdrawn for a period of 28 days within each semester and would remain withdrawn during vacation.
- 2.7.2 **Withdrawal of Exam Results:** The University will not release exam results for students who have tuition debts outstanding. Results will be released upon payment of cleared funds.
- 2.7.3 **Requirement to leave the University.** Without both evidence of hardship and a payment instalment programme agreed with the University's Student Finance Team, where Tuition Fees are still outstanding 6 weeks after any instalment was due, the student will be asked to leave the University. The University will also put the student's outstanding debt into the hands of a debt collector instructed to recover the debt (see section 3.5 below).
- 2.7.4 **Degree ceremonies.** The University will normally not allow a student to attend his or her degree award ceremony where their Tuition Fees remain outstanding.
- 2.7.5 **Reinstatement on payment of full.** On the receipt of payment of cleared funds in full by the student of his or her outstanding Tuition Fees before the end of the academic year in question, the University may permit (at its discretion) the student's reinstatement on their programme of study. However, if the student is behind with their work the student may have to repeat parts of the programme (at the academic discretion & in conformity with the University's academic regulations), thereby incurring further Tuition Fees and Accommodation Fees.

Accommodation Fee payments

2.7.6 **Requirement to leave accommodation.** Without both evidence of hardship and agreed programme of instalments agreed with the University's Student Finance Team where Accommodation Fees are still outstanding 4 weeks after any instalment was due, the Accommodation Bureau will give notice to the student to leave his or her accommodation within 28 days, during which time the student may clear his or her outstanding debt by making full payment to the University. At the end of this period if payment is not received the University will put the outstanding debt into the hands of a debt collector for recovery (see section 3.8 below).

Sundry Charges

2.7.7 Sundry Charges that have not been paid in full by the due date, and where no arrangement to pay the outstanding balance exists between the student and the University, such student will receive reminders from the University's Student Finance Team or the University Faculty or Directorate to whom the charge is owed (see section 3.10.4 below).

2.8 **Appeal process.** If a student is unhappy about a decision concerning payment of his or her Tuition Fees or Accommodation Fees, including a requirement that the student withdraw from the University the student should raise the matter with the University's Student Finance Team (address below) and may contact the Student Complaints Officer to bring a complaint under the University's Student Grievance Procedure. The process for raising a complaint is at:

<http://www.brookes.ac.uk/student/services/handbook/essential-procedures/complaints.html> but

advice is also available from the University's Brookes' (Students') Union.

2.9 Early withdrawal

2.9.1 If a student leaves his or her programme of study early after a period of 4 weeks from the commencement of the semester then the student will normally be liable to pay the full Tuition Fees for the whole semester.

2.9.2 If a student leaves his or her accommodation early, the sum for which the student will be liable is set out in the terms and conditions of the student's licence to occupy or lease of his or her University accommodation.

2.10 Difficulty with payment

2.10.1 Students who are experiencing financial difficulties in paying Tuition Fees or Accommodation Fees should seek help, in the first instance by contacting the University's Student Finance Team at the earliest opportunity.

2.10.2 The University's Student Finance Team can be contacted at the following address:

Student Finance Team
Oxford Brookes University
Headington Campus
Gipsy Lane
Oxford OX3 0BP

And by telephone and email at:

Tel: +44 (0) 1865 484392

credit-control@brookes.ac.uk

- 2.10.3 In exceptional circumstances where supported by documentary evidence it may be possible for students to defer payment of fees. However the student must enter into negotiations with the Student Finance Team and remain in regular contact about their financial situation.
- 2.10.4 Although the University will do what it can to assist students in financial difficulty in order to maintain the quality of the University's services and to ensure the fair treatment of all of its students, the University can only accept reasonable alternative payment arrangements. Students must be aware that the University is under an obligation to act to recover debts where it can.
- 2.10.5 Students experiencing financial difficulties may also wish to speak to their personal tutor, hall warden or someone at the University's Students' Union for support and advice.
- 2.10.6 It is very important that any student experiencing financial difficulties keeps the University's Student Finance Team informed of all developments.

2.10.7 Further Advice & Support

- 2.10.7.1 **Brookes Union Advice Service (BUAS).** The Brookes Union Advice Centre can offer impartial advice on all financial matters. They can be contacted on: +44 (0) 1865 484770, email: buas@brookes.ac.uk. Further information and contact details for BUAS can be found on the following Students' Union web page: <http://www.brookesunion.org.uk/>
- 2.10.7.2 **International Students' Advisory Team (ISAT).** The University's International Students' Advisory Team can offer confidential advice and information on a range of issues. They can be contacted on: +44 (0) 1865 484681, email: isat@brookes.ac.uk Further information and contact details for ISAS can be found on the following University web page: <http://www.brookes.ac.uk/Student/services/isas/>

2.11 Financial Aid. The Financial Aid Team can offer hardship funding to enrolled students encountering severe financial difficulties. They can be contacted on: +44 (0) 1865 484726, email: финаid@brookes.ac.uk

Further information and contact details for Financial Aid can be found on the following University web page: <http://www.brookes.ac.uk/studying-at-brookes/finance/hardship-funding/>

Please note that Home/EU Undergraduate students are entitled to change their mind as to whether they will pay Tuition Fees personally or take out a loan from the Student Loans Company within nine months of the start of the academic year.

2.12 External Sources of Advice and Assistance

The Student Loans Company:	www.slc.co.uk
UKCISA: The Council for International Education:	www.ukcisa.org.uk
National Union of Students:	www.nus.org.uk
National Association of Citizen's Advice Bureau:	https://www.citizensadvice.org.uk/

2.13 Student Complaint Process

2.13.1 Any complaint about the service provided by the University's Student Finance Team should be raised directly with the Student Finance Team, verbally or in writing, in the first instance.

2.13.2 Where 2.13.1 above does not resolve the complaint, a Student may raise their complaint in writing directly to the Directorate of Finance and Legal Services Complaints Officer at the following contact details;

Complaints Officer
Directorate of Finance and Legal Services
Oxford Brookes University
Headington Campus
Gipsy Lane
Oxford OX3 0BP
Email: finance-fees@brookes.ac.uk

2.13.3 Information about the University's Student Complaint Procedure can be found on the following University web page:

<http://www.brookes.ac.uk/about/directorates/asa/registry/studentdisputes/complaints/index.html>

3. Detail of Financial Process & Sanctions for non-payment

3.1 Payment Priority

3.1.1 Payments made to the University by students will be applied in the following order:

- 3.1.1.1 to discharge any loan made by the University to the student; and then
- 3.1.1.2 to pay fines, debts and Sundry Charges to the University, other than Tuition Fees; and
- 3.1.1.3 to pay Accommodation Fees owed to the University by the student; and then
- 3.1.1.4 to pay Tuition Fees owed to the University by the student.

3.1.2 Within each category of debt listed above each debt will be discharged in the order in which they were incurred

3.2 Tuition Fees

- 3.2.1 Information about paying Tuition Fees can be found on the following University web page:
<http://www.brookes.ac.uk/studying-at-brookes/finance/paying-your-fees/>
- 3.2.2 Tuition Fees are payable each academic year and are due upon enrolment. Students should provide their payment details online prior to enrolling or registering at the University to notify the University regarding how they will be paying their Tuition Fees.
- 3.2.3 Payment can be made in full at the start of the academic year or in equal instalments, one for each period of study. Semester-based courses have two periods of study, and term-based courses have three period of study. A minimum payment, equivalent to the fees for one period of study is required in order for a student to be fully enrolled onto their course of study.
- 3.2.4 Instalment value will be calculated after any discounts or scholarships have been applied. Advance deposit payments will be allocated to the first semester payment.
- 3.2.5 The minimum required payment must be made within four weeks from the commencement date of the semester. If payment is not received by the end of the fourth week after the start of the course of study then the Student's enrolment will be automatically terminated.
- 3.2.6 If a Student's Tuition Fees increase during an academic year due to a change in mode of study, re-assessment by the Student Loans Company, enrolment of additional modules or any other reason, an invoice will be sent directly to the Student requiring payment of these additional Tuition Fees.
- 3.2.7 Students must regularly check their Course Fee Statement on their Personal Information Portal to keep informed of the status of their Tuition Fee payments.

3.3 UK / EU Tuition Fee Loans

- 3.3.1 UK and EU Students that have taken out a fee loan to cover their Tuition Fees from the Student Loans Company must on request provide evidence that a loan application has been made in order to enrol on their course of study.
- 3.3.2 It is the responsibility of the Student to ensure they are eligible for funding from the Student Loans Company and that the relevant applications are submitted before they enrol on their course and it remains the student's responsibility to ensure that his or her Tuition Fees are paid. If a re-assessment of loan entitlement occurs which will mean the Student Loans Company will no longer be providing financial support towards the Student's Tuition Fees, then such Student will be personally liable for the full amount of his or her Tuition Fees and the payment arrangements in Section 3.2 above will apply.
- 3.3.3 Tuition Fee loans from the Student Loans Company will only be paid for the periods in which a student is in attendance. If a student is considering withdrawing from their course or taking approved temporary withdrawal they should check the status of their loan payments with the

Student Loans Company to ensure their Tuition Fee loan will cover the total Tuition Fees to be incurred for the academic study on return from withdrawal.

3.4 Payment by a Sponsor

- 3.4.1 A sponsor is a commercial or charitable organisation providing full, or partial, funding of a student's Tuition Fees. A sponsor may be the student's employer, Government embassy, charity or other company. However a parent, other relative, or friend is not defined as a sponsor. For the purposes of this policy, the Student Loans Company, Research Councils, Local Authorities and Library Boards are not defined as sponsors.
- 3.4.2 Students in receipt of sponsorship from a sponsor must on request provide a letter of confirmation to the University's Student Finance Team on the sponsor's official letterhead in order to be enrolled onto their course of study.
- 3.4.3 Sponsors will be invoiced for their contribution to the student's fees after the student has been enrolled. Payment must be made in full by the sponsor within 30 days from the date of invoice. Instalments are not offered to sponsors.
- 3.4.4 Students who will be receiving partial sponsorship for their course of study will have the self-financing payment arrangements in section 3.2 above applied to their portion of their Tuition Fees.
- 3.4.5 Where the Student's Tuition Fees are to be paid by a sponsor it shall remain the personal responsibility of the student to ensure that their Tuition Fees, Accommodation Fees and Sundry Charges are paid in full. This means that any amounts unpaid by the sponsor will become payable by the student.
- 3.4.6 The responsibility for acting as an intermediary and ensuring adequate information is provided to both the University and the sponsor rests with the student.

3.5 Sanctions for Non-Payment of Tuition Fees

- 3.5.1 If the agreed instalment of Tuition Fees is not received after four weeks from the commencement date of the course of study, the student will be excluded from their course of study and their enrolment with the University will be terminated.
- 3.5.2 If the University's Student Finance Team is not holding the Student's payment details for the second instalment of his or her Tuition Fees then the University will send the Student a pre-reminder email requesting payment by a defined due date.
- 3.5.3 After the due date in the pre-reminder email in section 3.5.2 above the University will send a first reminder email or other communication to the student's local address advising that payment is now overdue and must be made within one week of the date of the communication.
- 3.5.4 Where payment remains outstanding one week after the date of the first reminder email in section 3.5.3, and no communication has been received from the student concerning the

payment of outstanding tuition fees, then access to computer and library facilities will be withdrawn and a second reminder email or other communication will be sent to the student shortly thereafter.

- 3.5.5 If after one week no response is received to the communication referred to in section 3.5.4 above, a letter will be sent to the student's local address as registered on his/her Personal Information Portal (PIP) advising that exclusion proceedings will commence.
- 3.5.6 Student Tuition Fee Enrolment for students will be terminated and they will be withdrawn from their course of study where no response is received to the letter referred to in section 3.5.5 above, or in the absence of a suitable payment arrangement agreed with the Student Finance Team.
- 3.5.7 Where bursaries or scholarships are payable by the University to a student with outstanding Tuition Fees, the University exercises the right to withhold payment of the bursary or scholarship to the amount of that debt.
- 3.5.8 Students with outstanding Tuition Fees will not be allowed to re-enrol for the University's next academic year without settling their outstanding debt in full.
- 3.5.9 Any student with outstanding Tuition Fees will not be eligible for re-admission to another University course of study without settling the outstanding debt prior to enrolling on the new course of study.
- 3.5.10 Where any student has a Tuition Fee debt over £100, exam results will not be released and any such students will not be eligible to graduate from the University and therefore will be unable to attend their graduation ceremony. Where applicable Students will be advised of resit examinations.

3.6 Withdrawal from a course of study

- 3.6.1 Where a student formally withdraws from their course of study within the first four weeks of the start of a semester then such student will receive a full refund of his or her Tuition Fees already paid for that semester. However withdrawal after this date will incur the whole semester Tuition Fees. This refund policy does not apply to students who go on a short residential course within the first four weeks of a semester or to courses of study delivered by Oxford Brookes International.
- 3.6.2 Students paying their University Tuition Fees with a Tuition Fee Loan from the Student Loans Company may not be eligible for the full loan if they withdraw from their course of study. Students should check in advance with the Student Loans Company as to how much Tuition Fee loan they will be eligible for if they decide to withdraw to ensure that it is enough to pay the University's Tuition Fee incurred.
- 3.6.3 Any deposits paid by, or made on behalf of a Student for their course of study are not normally refundable upon such Student's withdrawal

3.7 Accommodation Fees

- 3.7.1 **Payment Arrangements:** Payments for University accommodation can be made in full at the start of the year or by the instalment options detailed on the following University web page:
<http://www.brookes.ac.uk/studying-at-brookes/finance/accommodation-fees/>
- 3.7.2 Students should provide their payment details online prior to occupation to notify the University regarding how they will pay their Accommodation Fees.
- 3.7.3 Instalment value will be calculated by taking the total rent or licence fee for the period of the tenancy or licence and dividing by the number of instalments. Instalments will be rounded to the nearest British Pound Sterling with any remaining pence being added to the first instalment.
- 3.7.4 University managed houses require payment of a booking fee upon signing the Tenancy Agreement. This fee is non-refundable in the event of withdrawal or termination of the Tenancy Agreement.
- 3.7.5 If a student moves between University accommodation within their tenancy or licence period then their instalments will be adjusted to cover the new rental or licence fee for the new tenancy or licence.
- 3.7.6 Students are expected to regularly check their Accommodation Fees Statement on their Personal Information Portal (PIP) to keep informed of the current status of their accommodation fee payments.
- 3.7.7 In signing the Licence to Occupy or Tenancy Agreement the Student is agreeing to adhere to these payment arrangements.

3.8 Sanctions for Non-Payment of Accommodation Fees

- 3.8.1 If the student has provided payment details then the University will request payment of the first instalment of the student's licence fee or rent on the due date as detailed on their Hall Fee Statement on their Personal Information Portal (PIP).
- 3.8.2 If payment details have not been completed by the student, then payment for the entire period of the tenancy or licence will become due on the first due date.
- 3.8.3 Two weeks after the first due date a first reminder email will be sent to the student with outstanding Accommodation Fees to advise that payment is now overdue and must be made within one week.
- 3.8.4 Where payment remains outstanding one week after the first reminder email, a second reminder email will be sent to the student.
- 3.8.4.1 If after one week no response is received to the emails referred to in sections 3.8.3 and 3.8.4 above, a letter will be sent to the student at their University accommodation address advising that possession proceedings will be commenced.

3.8.4.2 The University will commence possession proceedings against a student where no response is received to the letter referred to in section 3.8.4 above or in the absence of a suitable payment arrangement agreed with the Student Finance Team. Legal action by the University's debt collection agent will also be taken to recover any overdue Accommodation Fees that remain outstanding.

3.8.5 Where bursaries or scholarships are payable by the University to a student with outstanding Accommodation Charges, the University exercises the right to withhold payment of the bursary or scholarship to the amount of that debt.

3.9 Withdrawal from Accommodation

3.9.1 Students who wish to leave their accommodation before the end of the period of occupation defined in their tenancy or licence agreement should first contact the University's Accommodation Bureau to ask for permission and make arrangements about vacating their room or accommodation.

3.9.2 The Student Finance Team will be advised by the Accommodation Office of the period of rental or licence fee liability. The Student should contact the Student Finance Team immediately to settle any outstanding balances.

3.10 Sundry Charges

3.10.1 Sundry Charges are any fees owed to the University for services other than Tuition Fees or Accommodation Fees. Examples of a Sundry Charge are Financial Aid loans or grants, nursery fees, library fines, disciplinary fines or replacement books, field trips, computer printing etc.

3.10.2 The arrangements for paying a Sundry Charges will be explained by the University Faculty or Directorate making the charge on the sales invoice issued.

3.10.3 Where an official University invoice has been raised, payment must be made in accordance with the terms of the invoice (normally this requires payment within 30 days of date of invoice).

3.10.4 **Sanctions for Non-Payment of Sundry Charges.** Where a student has Sundry Charges that have not been paid in full by the due date, and where no arrangement to pay the outstanding balance exists between the student and the University, then such student will receive reminders from the University's Student Finance Team or the University Faculty or Directorate to whom the charge is owed. The debt may be passed to the University's Debt Collection Agents.

3.10.5 Where bursaries or scholarships are payable by the University to a student with outstanding Sundry Charges, the University exercises the right to withhold payment of the bursary or scholarship to the amount of that debt.

3.10.6 Any student with outstanding Sundry Charges where these Sundry Charges relate to teaching of the student will not be eligible for re-admission to another University course of study without settling their outstanding debt prior to enrolling on the new course of study.

3.11 Debt Collection & Legal Action

3.11.1 Where any student continues to remain in debt to the University without resolution for Tuitions Fees, Accommodation Fees or Sundry Charges the University reserves the right to pass the Student's outstanding debt to its debt collection agency (currently Legal Recoveries and Collections Ltd) and to take further legal action through the courts to recover the debt. In such circumstances the University will seek to recover from the Student not only the outstanding debt but also the University's costs of debt recovery and court costs which may be considerable.

4. Glossary of Terms and References

"Accommodation Fees" are defined as the financial charge payable to the University for a student's occupation of University accommodation (e.g. in a hall of residence or occupation of a University managed house). In this policy, fees for anything other than Tuition Fees or Accommodation Fees are referred to as "Sundry Charges".

"Student" is defined as any person, currently or previously enrolled or registered with the University on a programme of study which may or may not lead to an award or qualification.

"Sundry Charges" means refers to any fees owed to the University for services other than Tuition Fees or Accommodation Fees. Examples of a Sundry Charge include Financial Aid loans or grants, nursery fees, library fines or replacement books, field trips, disciplinary fines, etc.

"Tuition Fees" are defined as any financial charge payable to the University by a Student for their teaching and their use of the University's academic facilities.

"Tuition Fee Loan" means the repayable loan provided by the Student Loans Company for student's living costs and studying expenses and costs of Tuition Fees paid directly to universities and colleges on behalf of students.

"Student Loans Company" is a private company limited (reg. no. 02401034) with registered address at 21 St Thomas Street, Bristol BS1 6JS being a non-profit making Government-owned organisation which provides loans and grants to Students in further and higher education in the UK. The Student Loan Company pays such loans and non-repayable grants for Student's living costs and studying expenses and costs of Tuition Fees directly to universities and colleges on behalf of Students.

"Withdrawn facilities" means the student has no access to remove books from the library, log onto the University's computer network, or receive exam results.