

Oxford Brookes University

Student Debt Policy

September 2024

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1. Introduction

1.1 Purpose

This policy sets out the University's approach to its students with outstanding debts owed to the University. It applies to students studying at Oxford Brookes, including the Global Banking School (GBS), and Associate College Partners. It sets out the credit control procedures that apply where a student's payment of fees falls overdue, and the sanctions that follow for continued non-payment of fees.

1.2 Principles applicable to the collection of debts

- (a) In the absence of communication from a student, the University's general policy is 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 also required to pay their University fees.
- (b) We strongly encourage all students experiencing unforeseen financial circumstances to contact the University's Student Finance Team immediately. Delays in contacting us will reduce our ability to advise you on your options.
- (c) **Sanctions.** Where a student is in debt to the University for tuition fees, accommodation fees or sundry charges, the University reserves the right to pass the debt to its debt collection agency 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.
- (d) Where a student owes a significant debt to the University for their tuition fees, 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. Under the Terms & Conditions of Enrolment, each student studying at the University is personally liable for the payment of their Tuition Fees.
- (e) This Policy is incorporated into the University's Regulations for study, and can be found here:
<https://www.brookes.ac.uk/regulations/academic-policies>
- (f) The Head of Financial Services & Development is responsible for managing and periodically reviewing this policy.

2. Tuition Fee Payments

2.1 Self-Financing Students

- 2.1.1 Self-financing students include those who pay their tuition fees themselves or through family members, or by a private loan not paid directly to the University.
- 2.1.2 **Due Dates.** Payment is due on the first day of each academic term or semester, according to the Academic Calendar of your course. You can pay for the full academic year or in 2-semester or 3-termly instalments (depending on your course structure). Students are

asked to advise the University how their tuition fees are being paid when completing their online enrolment before the start of the first semester.

2.1.3 Sanctions. The Student Finance Team will send reminders to students with tuition fee arrears:

- Email reminders are sent in successive weeks about the payment of tuition fees:
- If payment is not received seven days after the second reminder, the student's access to Moodle (the University's virtual learning environment) is withdrawn.
- Seven days after the withdrawal of Moodle access, if payment is still not received, the student will be excluded from their course of study and their enrolment with the University will be terminated. International students who are financially excluded from the University will be reported to UKVI forthwith.
- If we agree not to exclude you, students with outstanding tuition fees will not be allowed to re-enrol for the University's next academic year without fully settling their outstanding debt.
- Students with outstanding tuition fees will only be eligible for re-admission to another course of study at the university if they settle the outstanding debt before enrolling in the new course of study.
- Where any student has a tuition fee debt over £100, exam results will not be released. Such students will not be eligible to graduate from the University and therefore will be unable to attend their graduation ceremony.

2.1.4 Consequences of Exclusion. Once a student has been excluded this cannot be reversed. If the student wishes to re-enrol at the University they must apply through the normal Admissions route once their debt is settled. 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.

2.2 UK Students with Undergraduate Tuition Fee Loans (from the Student Loans Company)

2.2.1 It is the student's responsibility to ensure that the relevant application to the Student Loans Company (SLC) is submitted before they enrol on their course and that they are eligible to receive a tuition fee loan.

2.2.2 A Home undergraduate student who has yet to apply for the SLC loan before their commencement of study can opt to make an application for a loan within 9 months of the start of the year of study. However, the student will be required to pay their tuition fees themselves per paragraph 2.1.2 above. Any payment by the student can be refunded once the University has received the tuition fee loan from the SLC.

2.2.3 Where the SLC makes a re-assessment of loan entitlement, which means that they will no longer be providing financial support towards the student's tuition fees, then the student will be personally liable for the full amount of their tuition fees and the payment arrangements in Section 2.1.2 above will apply.

2.3 UK Students with Doctoral or Masters Loans

- 2.3.1 It is the student's responsibility to ensure that the relevant application to the SLC is submitted before they enrol on their course and that they are eligible to receive a Master's or Doctoral loan. This loan will be paid directly to the student in 3 instalments.
- 2.3.2 Where a student is studying in two semesters and wishes to pay in three instalments - according to the dates on their loan confirmation - they must let the University know when completing online enrolment.
- 2.3.3 Where the SLC re-assesses a student's loan entitlement, which means that they will no longer be providing financial support, the student will be personally liable for the full amount of their tuition fees and the payment arrangements in Section 2.1 above will apply.
- 2.3.4 Where a Master's student receives an SLC Masters Loan, tuition fees can be paid in line with the instalment dates and percentage of loan specified in their loan agreement letter. Please note that the liability dates for tuition fees remain the same - e.g. You are liable for 50% of the annual tuition fee each semester, but you may have only received 33% of the loan by the end of the semester. Where a student with a postgraduate loan leaves a course early, their liability to pay tuition fees remains as set out in paragraph 2.1.2.

2.4 Global Banking School (GBS) students

- 2.4.1 It is expected that all GBS students are to be funded via a tuition fee loan from the Student Loans Company (SLC).
- 2.4.2 It is the student's responsibility to ensure that the relevant application to the Student Loans Company is submitted before they enrol on their course and that they are eligible to receive a tuition fee loan.
- 2.4.3 Where the student is not eligible for a tuition fee loan, or the SLC makes a re-assessment of loan entitlement, which means that they will not be providing financial support towards the student's tuition fees, then the student will be personally liable for the full amount of their tuition fees. GBS's Finance team will contact the student to discuss their application and, if they are not eligible for the loan, the student will be financially excluded from the University.

2.5 Withdrawal from a course of study

- 2.5.1 Where a student formally withdraws from their course of study within the first four weeks of the start of a semester they will receive a full refund of tuition fees already paid for that semester. However, a withdrawal after this date will incur the full semester's tuition fees.
- 2.5.2 Students paying their University tuition fees with a tuition fee loan from the SLC may not be eligible for the full loan if they withdraw from their course of study. Students should contact the SLC before leaving to get confirmation of the amount of the tuition fee loan they will be eligible for if they decide to withdraw. (Where they aren't eligible for a full loan to cover the fees on leaving the course, the student is responsible for the balance of tuition fees due, as outlined in Section 2.1.)

- 2.5.3 Any deposits paid by, or made on behalf of a student for their course of study are normally refundable subject to a £100 administration charge.

<https://www.brookes.ac.uk/study/fees/refund-policy/>

3. Accommodation Fee payments

3.1 Accommodation Fees Payment due date

- 3.1.1 Payment for University accommodation can be made in full on the due date or by the instalment options detailed on the following University web page:

<https://www.brookes.ac.uk/student-life/accommodation/prospective-students/accommodation-fees>

- 3.1.2 Instalment options are set out at the above link; typically students on a full-year licence can pay in one, three or eight instalments. Instalment value will be calculated by dividing the total rent or licence fee for the tenancy period by the number of instalments. In signing the Licence to Occupy or Tenancy Agreement the Student is agreeing to adhere to these payment arrangements.

- 3.2.3 Students are expected to regularly check the Accounts section of their Accommodation Portal to keep informed of the current status of their accommodation fee payments.

3.2 Sanctions

- 3.2.1 Students can make payments in the Accounts section of their Accommodation portal; they will be sent reminders of the payments due a week in advance.
- 3.2.2 Where payment remains after the due date,
- Reminders are sent in successive weeks about the payment of your accommodation fees:
 - If payment is not received within seven days of the second reminder, a final reminder is sent to the student.
 - If, at the end of one week, a final reminder advises that continued failure to pay the due amount will result in the issuance of a Notice to Quit which allows the student 28 days to either pay or leave, after which possession proceedings will be commenced.
- 3.2.3 The University will commence possession proceedings against a student where no response is received to the emails above, or in the absence of a suitable payment arrangement being agreed with the Student Finance Team. Legal action by the University's debt collection agents will also be taken to recover any outstanding overdue accommodation fees.
- 3.2.4 Students with outstanding accommodation debts will not be able to start a new tenancy in University accommodation.
- 3.2.4 Where bursaries or scholarships are payable by the University to a student with outstanding accommodation fees, the University reserves its right to withhold payment of the bursary or scholarship to the amount of that debt and use it to reduce the balance of outstanding accommodation fees.

3.4 Withdrawal from Accommodation

3.3.1 Students leaving the accommodation. Where a student leaves their accommodation early, the sum for which the student will be liable is set out in the terms and conditions of the student's fixed-term licence to occupy or lease.

Please note: Under the terms of the fixed-term Licence to Occupy, students are responsible for the entire contract cost, even if they vacate their room early. To investigate the possibility of subletting a room please contact the Accommodation Bureau.

3.3.1 Students withdrawing from the University. Where a student in University-managed accommodation leaves / is withdrawn from their course of study at the University, the student remains liable for payment of accommodation for 28 days after the date that they are officially withdrawn; this is provided the room has been cleared and the key/fob has been returned to the Halls office. Please note this is not applicable for students in third-party halls (e.g. halls run by external providers such as A2Dominion or Unite) the student is still responsible for the full contract payment for these halls.

4. Sponsor Payments

4.1 Payments by a Sponsor for tuition or accommodation.

4.1.1 Sponsor payment arrangements. Where a sponsor has provided information to fund a student for tuition or accommodation fees, they will be directly invoiced for their contribution to fees. Sponsors will only be invoiced for their fee contribution after the student has enrolled. Payment must be made in full by the sponsor within 30 days from the invoice date. Instalment payment options are not offered to sponsors.

4.1.2 Partial sponsorship. Students in receipt of partial sponsorship for their course of study will have the self-financing payment arrangements in section 2 above applied to the remaining balance of their Tuition Fees.

Please note:

- (a) The responsibility for acting as an intermediary and ensuring adequate information is provided to both the University and the sponsor rests with the student.
- (b) **Student liability where fees are not paid by the sponsor.** Students must be aware that where a sponsor has agreed to pay their tuition or accommodation fees, it will remain each student's responsibility to ensure that such fees are paid. If a sponsor withdraws sponsorship or does not make payment, the student is liable for any outstanding fees.

5. Sundry Charges

Sundry Charges (all miscellaneous charges that are not tuition fees or accommodation fees)

Where Sundry Charges have not been paid in full by the invoice due date, and where no arrangement to pay the outstanding balance exists between the student and the University, the student will receive reminders from the University's Student Finance Team or the University Faculty or Directorate to whom the charge is owed.

The arrangements for paying a Sundry Charge will be detailed by the University Faculty or Directorate making the charge on the sales invoice issued. Where an official University invoice has been raised, payment must be made under the terms of the invoice (normally this requires payment within 30 days of the invoice date).

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, the debt may be passed to the University's Debt Collection Agents.

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

Students with outstanding Sundry Charges where these Sundry Charges relate to the teaching of the student will only be eligible for re-admission to another University course of study if they settle their outstanding debt before enrolling on the new course of study.

6. Student Complaints

Where a student has submitted a complaint to the University's Student Investigation and Resolution Team (SIRT) and the subject matter of the complaint is an issue for which fees are outstanding, the University's policy is to pursue the student for any such fees in parallel to the conduct of the complaints process that the student has started.

This means that the University will continue to apply the appropriate sanction for non-payment of fees until the student's complaint is finally resolved. If the University complaints process decides that the University has been, or continues to be, at fault, and that the student is awarded a remission or waiver (wholly or partially) of their fees then the University will repay any such sum to the student.