

<b>Policy Title</b>	<b>TUITION FEES POLICY</b>
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## Document Control

### Document Owner

Organisation	Role
Imperial College London	Head of Income

### Document Approver

Organisation	Role
Imperial College London	Director of Academic Services, Director of Financial Services and Procurement, and Academic Registrar

### Document Distribution

This document will be available on Imperial College London's website.

### Version Control

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1.0	01/08/2023	Document as approved

## **Tuition Fee Policy**

### **General Principles**

1. All award-bearing programmes of the College bear tuition fees which are charged annually as sessional programme fees.
2. Incoming students as part of a bilateral or multilateral exchange agreement are not charged tuition fees by the College.
3. Incoming visiting and occasional students not part of a bilateral or multilateral exchange agreement will be charged tuition fees based on the tuition fee for the relevant award-bearing programme.
  - a. Where a visiting or occasional student is not in attendance for the full academic year, their fee will be calculated according to the rules for students in partial attendance on the relevant award-bearing programme.
  - b. The admitting department may waive fees for visiting or occasional students either in full or in part.
  - c. Visiting or occasional students may not be charged more than the fee for the same attendance on the relevant award-bearing programme.
4. It is the responsibility of the student to ensure their fees are paid in full each session.
5. Liability for sessional programme fees may be transferred to a Third Party either in full or in part provided that Third Party meets the requirements to act as a sponsor as set out in paragraph 89.
6. In the event that a Third Party accepted as a sponsor by the College fails to pay, liability will revert to the student.
7. Any student whose sessional programme fees and any other tuition-related charges have not been paid in full may not be allowed to proceed to the next year of the programme and may be required to withdraw from the College. If any fees are still unpaid at the time when a student enters for the last examination necessary to qualify for the award of a degree/diploma, the award may not be conferred and no certificate in respect of the award will normally be issued until the debt has been paid in full.
  - a. Any student that is otherwise qualified to progress to the next academic year but who has outstanding tuition-related debt will normally be placed on an enforced interruption of studies; any student placed on an interruption on these grounds will not be eligible to have this interruption lifted until such time as their debt has been paid in full. If the outstanding debt is not cleared before the last acceptable date to commence the subsequent academic year, that student will not be permitted to resume their studies until the following academic year.
  - b. This paragraph only applies to tuition-related debt, any non-academic debt will be pursued according to the College's Credit and Collections Policy but will not require a student to interrupt or withdraw from their studies.
8. Any student who owes tuition-related debt from a previous programme at the College will not normally be allowed to enrol on a new programme at the College until such time as that debt is settled in full; this includes any tuition-related debt that has been written off within the previous seven years.

## Fee Rates

9. The College charges tuition fees at two rates: the Home rate of fee, and the non-Home rate of fee.
10. Eligibility to pay fees at the Home rate will be determined under the Education (Fees and Awards) Regulations 2007 (as amended); any student that does not meet the eligibility requirements to pay the Home rate of fee will be required to pay the non-Home rate of fee.
  - a. Students from the Channel Islands and the Isle of Man will be charged the Home rate of fee.
11. Student fees are set by year of entry to the College (Cohort). Students that defer their offer of admission to the College will pay the fee for the Cohort they join; students that interrupt their studies within the first month of their first academic year will be deemed to have deferred and, in accordance with paragraph 124, will be required to pay fees at the rate for the Cohort they join when they resume their studies. Students that interrupt their studies after the first month will continue to pay the fee for the Cohort they originally joined, not the fee for the Cohort they join when they resume their studies.
12. Postgraduate research students commencing their studies on or after 1 September will be liable to pay fees at the rate for the new academic year.
13. If a student's eligibility to pay the Home rate of fee changes during the course of their studies at the College, they will become eligible to pay fees at the new rate from the start of the academic year following the change.
14. The College sets first-year fee rates for all new-entrants at least one year prior to the programme commencing.
15. New-entrant fee rates will be published online before admissions are opened for each particular programme.
16. The rates of fee for continuing students are normally subject to annual adjustment for inflation. Unless otherwise specified, fees will be incremented by the average percentage change in the Consumer Prices Index (CPI) for the twelve-month period ending with March in the calendar year of the new session and rounded to the nearest £50.
  - a. In the event that the CPI inflationary uplift would exceed 5%, the actual uplift applied may be less than CPI uplift would be.
17. The Home rate of fees for undergraduate students is controlled by the Government through the Higher Education and Research Act 2017; the College charges the Higher Amount for all undergraduate programmes.
  - a. The Home rate of fee for continuing students on these programmes will be incremented by the amount prescribed by the Government.
18. The Home rate of fees for some research programmes is set as the UK Research and Innovation (UKRI) indicative fee amount.
  - a. The Home rate of fee for continuing students on these programmes will be incremented by the amount prescribed by UKRI.
19. Fee rates for continuing students will be published online during May in the year they come into effect.

- a. Externally controlled fee rates may be published as provisional values clearly marked as such if not confirmed by the external body; provisional rates are calculated based on forecast inflationary measures and are purely illustrative in nature and are not binding on the College in any way. Any provisional rates will be confirmed as soon as values are available from the external body.
20. Fees charged to part-time students will be half the relevant full-time fee.
21. Undergraduate students on an approved period of study abroad or in industry may pay reduced fees.
- a. Students paying the Home rate of fee will pay reduced fees when:
    - i. They are on a year in industry/research and not attending College for more than ten weeks during the session; or
    - ii. They are on a year abroad at an overseas university, college, or research institute and not attending College for more than ten weeks during the session; or
    - iii. The aggregate of any one of more periods of attendance during the current and any previous academic years which are not periods of full-time study at the College or another university, college or research institute in the UK (disregarding intervening vacations) exceeds 30 weeks.
  - b. Students paying the non-Home rate of fee will pay reduced fees when:
    - i. They are on a year in industry/research and not attending College for more than ten weeks during the session; or
    - ii. They are on a year abroad at an overseas university, college, or research institute and not attending College for more than ten weeks during the session and that year is an additional year; or
    - iii. The aggregate of any one of more periods of attendance during the current and any previous academic years which are not periods of full-time study at the College or another university, college or research institute in the UK (disregarding intervening vacations) exceeds 30 weeks and, in the case of study at an overseas university, college or research institute, the aggregate period of study constitutes an additional year.
    - iv. An additional year is a year of study that is in addition to and does not replace a year in the standard curriculum for that programme.
      - 1. If a year abroad programme takes four years but leads to a BSc degree, the year abroad would be an additional year.
      - 2. If a year abroad programme takes four years but leads to a MSci/MEng degree, that year would be a replacement year.
      - 3. If a year abroad is combined with a year in industry, the year in industry is discounted thus if a combined year abroad and year in industry programme takes five years but leads to a BSc degree, the year abroad would be an additional year; if a combined year abroad and year in industry programme takes five years but leads to an MSci/MEng degree, that year would be a replacement year.
      - 4. For the purposes of the above, any repeat years are discounted.

- c. The relevant reduced rates of fee are as below:
    - i. Industrial or research placements in the Faculty of Engineering will be subject to a fee of 10% of the relevant sessional fee.
    - ii. Industrial or research placements in all other faculties will be subject to a fee of 20% of the relevant sessional fee.
    - iii. Study abroad placements in all faculties will be subject to a fee of 15% of the relevant sessional fee.
    - iv. The fee for any students paying the Home rate of fee will be subject to a cap of the maximum fee permitted by the Government.
  - d. Students undertaking industrial placement or study/project periods abroad that do not fulfil the above criteria will not be eligible for reduced fees and will be required to pay the relevant sessional fee in full. This includes years abroad that are replacement years for students paying the non-Home rate of fee.
22. Postgraduate students away from College on approved study leave may pay reduced fees.
- a. Students will be eligible for the reduced fee provided they satisfy all the below conditions:
    - i. The absence is for a period of at least three continuous months (disregarding any intervening vacations); and
    - ii. The absence is outside of the UK; and
    - iii. The reduced fee is requested by the student's department/division; and
    - iv. Approval is granted by the relevant Dean.
  - b. The reduced fee is the part-time fee for the period of study leave.
23. Occasional (visiting) students that are attending the College as part of a recognised bilateral or multilateral exchange agreement will not be charged fees for any period of study up to a maximum of twelve months.
24. Occasional students that are attending the College outside of a recognised bilateral or multilateral exchange agreement will be required to pay fees up to a maximum of the relevant full sessional fee for students on an equivalent award-bearing programme of the College; where the period of attendance is less than the full academic year, the fee payable will be calculated according to paragraphs 122 or 125 as appropriate.
- a. The fee charged to students under this paragraph may be reduced or waived at the request of the admitting department.
25. Tuition fees include entry fees for all relevant examinations however, there may be additional charges for Special Qualifying Examinations or for taking postgraduate degree examinations overseas where this is not a routine part of the programme administration.

## **Postgraduate Application Fees and Deposits**

### *Application Fees*

- 26. Applicants to taught postgraduate programmes at full master's level are required to pay an application fee.
- 27. Applicants to taught postgraduate programmes leading to qualifications below full master's level (postgraduate certificate or postgraduate diploma) and to postgraduate research master's programmes are not required to pay an application fee.

28. The value of the application fee will be clearly published online before applications open for relevant programmes.
29. Students that meet the widening participation criteria or who are facing financial hardship may be eligible for an application fee waiver.
30. The widening participation criteria for the application fee waiver are:
  - a. Having been in receipt of full state support for maintenance (living expenses) or financial support for reasons of hardship as an undergraduate student at a university within the last four years;
  - b. Being in current receipt of state benefits for reasons of financial hardship;
  - c. Having been in receipt of a scholarship or bursary support for the reason of financial hardship within the last four years;
  - d. If aged between 21 and 25, have completed undergraduate study within the last four years, and are estranged from or have no living parents or legal guardians;
  - e. Having any of the following UK immigration statuses:
    - i. Humanitarian protection;
    - ii. Asylum seeker or refugee;
    - iii. Indefinite leave to remain as a victim of domestic violence or abuse;
  - f. Facing temporary financial hardship due to other personal circumstances that have caused significant disruption to current income including but not limited to divorce or home repossession;
  - g. Being resident of a country listed as “low income” by the World Bank or as one of the least-developed countries by the DAC and are reliant on established scholarship schemes to fund your studies in the UK;
  - h. Being resident of an area of social deprivation in the UK with low family income; areas of social deprivation are defined as those in quintile one of the index of multiple deprivation (IMD).
31. Application fee waivers must be requested and approved prior to submitting an application to study at the College.

#### *Application Deposits*

32. Other than as set out in paragraph 36, applicants offered a place to study on any postgraduate taught programme or postgraduate research masters programme will be required to pay a deposit to reserve a place on the programme and such deposit will not be refundable except in very limited circumstances as described in this policy.
33. With the exception of those students exempted from paying a deposit by paragraph 36, payment of the deposit will be a condition of the offer of a place at the College; failure to pay the deposit may result in the offer being withdrawn.
34. The deposit for all programmes, unless otherwise specified, will be 10% of the tuition fee for the year of admission. Where fees for the programme are controlled by a third party and have not been finalised at the time the application is received, the deposit will be 10% of the provisional tuition fee for the year of admission unless specified otherwise.
35. For programmes of more than one year’s duration, the deposit will be based on the fees for the first year of study only.



36. Sponsored students as defined in paragraph 89 whose funding covers the full value of their tuition fees in the first year will not be required to pay a deposit; this exemption will also apply to applicants that are applying for US Federal Loans to cover their tuition fees.
37. Sponsored students whose funding does not cover the full value of their tuition fees in the first year will still be required to pay a deposit in accordance with paragraph 34. In the event that the funding covers more than the value of fees outstanding after the value of the deposit is deducted, the deposit payable will be reduced to the balance of fees payable after subtracting the confirmed amount of sponsorship.
38. An invoice for the deposit will usually be sent out to applicants shortly after an offer of a place at the College has been accepted and must be paid within 30 days of the date on that invoice.
39. In the event that full funding that would have exempted an applicant from the requirement to pay a deposit under paragraph 36 is confirmed after a deposit payment has been made to the College, a full refund of the deposit payment received will be made to the applicant.
40. Departments may, on a case-by-case basis, agree to extend the payment term for deposits. Applicants who wish to request an extension to the payment term for their deposits should contact the Student Fees team. Student Fees will liaise with the relevant department and either update the deposit due date and communicate the variation to the condition to the applicant or confirm the refusal of a request for an extension as appropriate.
41. A deposit payment will not be required for any application where an offer is made less than 31 days before the programme start date.
42. Where a successful applicant receives permission to defer their offer to the next cycle before a deposit payment has been made, the requirement for a deposit for the current cycle will be cancelled but a new deposit will be payable in respect of the next cycle upon receipt of an invoice from Student Fees; an invoice for this deposit will be issued once the next cycle opens. Payment of a deposit against the original application will not be a requirement for deferral.
43. Where a successful applicant receives permission to defer their offer to the next cycle after a deposit payment has been made, the College will retain the deposit and apply the deposit monies to satisfy the deposit requirement for the next cycle (the College will issue an invoice (the New Invoice) at the beginning of the new admission cycle and credit the original deposit monies against the New Invoice). Subject to paragraphs 46– 50, if an applicant withdraws their application or elects not to take up their place at the College after deferral, the deposit will not be refundable. If an applicant makes an application to a future cycle and receives a new offer, a new deposit will be payable.
44. Where an applicant meets all conditions of their offer and gains admission to the College, the deposit payment received will be credited against the tuition fees for the programme.
45. Where an applicant withdraws from the programme and requests a refund of the deposit within 30 days from the date the deposit was paid, the deposit payment will be refunded in full.

46. Where the circumstances under paragraph 43 apply but the applicant withdraws after deferral has been granted, the deposit will only be refunded where a refund request made within 30 days of the New Invoice date.
47. Where an applicant fails to meet any condition of their offer and, as a direct result, fails to gain admission to the College, the deposit payment received will be refunded in full on production of evidence acceptable to the College that the applicant made all reasonable attempts to meet the relevant condition.
48. Where an applicant is unable to join the College owing to failure to obtain a relevant visa, any deposit payment received will be refunded in full on production of a Refusal of Entry Clearance letter from UK Visas and Immigration. Deposit payments will not be refundable in the event that entry clearance was refused as a result of a fraudulent application or a pre-standing Home Office ban on entry.
49. If an applicant withdraws their application or elects not to take up their place at the College and the College, in its discretion, determines that this is as a result of exceptional or extreme mitigating circumstances, any deposit payment received by the College will be refunded to the applicant.
50. All applications for deposit refunds as a result of exceptional or extreme mitigating circumstances will be considered on a case-by-case basis and there is no pre-defined list of acceptable circumstances however, evidence will need to be provided of compelling reasons that the College considers would prevent an applicant from reasonably taking up an offer of admission to the College.
51. Other than in the circumstances set out above, where an applicant withdraws their application or elects not to take up their place at the College, the deposit paid will not be refunded.

#### **Fee Remission for Staff of the College and Discounts to Tuition Fees**

52. There are two types of fee remission available for staff of the College, Staff Fee Remission and Staff-Student Reduced Fees.
53. Students on sabbatical leave in order to act as a sabbatical officer of Imperial College Union will not be charged tuition fees for the period of their leave.
54. Other than the postgraduate taught student early payment discount under paragraph 78, the College does not centrally provide any other discount to Tuition Fees.
  - a. This paragraph does not preclude any Department or other part of the College from providing a discount through Internal Sponsorship under paragraph 89.

#### *Staff Fee Remission*

55. Staff that hold a substantive contract of employment with the College or any of its wholly owned subsidiaries are eligible to apply for fee remission.
  - a. The scheme covers staff on both full-time and part-time contracts.
  - b. Staff on honorary contracts are not eligible to apply for fee remission.
  - c. For the avoidance of doubt, the Imperial College Healthcare NHS Trust is not a wholly owned subsidiary of the College, staff employed by the NHS Trust are not employees of the College and are not eligible to apply for Staff Fee Remission.

- d. Staff members whose employment at the College is wholly and directly externally funded are not eligible to apply for fee remission.
56. The scheme is not available to partners or children of staff of the College.
  57. The scheme only covers postgraduate study including postgraduate certificates or diplomas; staff undertaking undergraduate study are not eligible to apply.
  58. Staff will be required to apply to their desired programme via the normal application route and meet the same entry requirements as non-staff applicants.
  59. Staff must be able to demonstrate a clear business case for the study benefitting their work for the College and must obtain the approval of their Head of Department or equivalent prior to applying for fee remission.
  60. Staff must have completed a minimum of twelve months continuous service prior to the start date of the programme.
    - a. If staff commence a programme of study prior to completing twelve months continuous service, they will not be eligible for fee remission for any part of that programme.
  61. Staff on fixed-term contracts are eligible to apply for fee remission but their contract end date must be on or after their expected completion date.
    - a. If a staff member that was not eligible for fee remission under this paragraph has their contract extended or made open-ended after they commence a programme of study, this will not make them eligible for fee remission for any part of that programme.
  62. Staff are only eligible for the scheme for the duration of their employment with the College.
    - a. If a staff member's contract is terminated during the course of their studies, they will cease to be eligible for fee remission from the date their contract ends.
    - b. Staff may additionally be required to repay any fee remission received under paragraph 63.
  63. If a staff member leaves the College through resignation, they may be required to repay all or part of the fee remission received.
    - a. If a staff member leaves the College through resignation within twelve months of completing a course for which they received fee remission, they will be required to repay the fee remission in full.
    - b. If a staff member leaves the College through resignation between twelve and 24 months of completing a course for which they received fee remission, they will be required to repay 50% of the fee remission.
    - c. If a staff member leaves the College through redundancy or the scheduled ending of a fixed-term contract at any time after they complete a course for which they received fee remission, they will not be required to repay any fee remission.
  64. The employment status of staff will be confirmed with HR prior to the granting of fee remission and then annually for the duration of their studies and a two-year period after they complete their studies.

65. Staff approved for fee remission will be charged fees at the full rate but receive a discount of two-thirds of the Home rate of fee for the relevant programme *pro rata* the full-time equivalence of their contract regardless of their fee classification.
  - a. The staff member will be responsible for the balance of fees to be paid either by themselves or a Third Party as per paragraph 89.
66. The receipt of Staff Fee Remission does not affect the student's eligibility for any other funding or scholarship provided by the College.
  - a. In the event that a staff member receives additional funding to a value greater than the balance of fees payable after the standard Staff Fee Remission (Excess Funding), the amount of fee remission granted will be reduced by the Excess Funding amount.

#### *Staff-Student Reduced Fees*

67. Staff that are employed as Research Assistants, Clinical Research Fellows or equivalent and are registered for a doctoral degree (including integrated Masters/Doctoral programmes) as part of their employment at the College will be eligible for a reduced rate of fee (Staff-Student Fees).
68. To qualify for Staff-Student Fees:
  - a. Staff must be employed on a full-time basis.
    - i. Part-time research staff will be eligible to apply for Staff Fee Remission provided they meet the full eligibility requirements of that scheme.
  - b. Staff must have commenced their employment on or before they commence their doctoral degree.
    - i. There is no qualifying period of continuous service.
    - ii. If a staff member commences their studies prior to the commencement of their contract of employment, they will not be eligible for reduced fees for any part of the programme.
  - c. Their contract must end on or after the date on which they are expected to complete their active research studies.
  - d. Their employment must be funded by the College and not wholly and directly by any external organisation.
    - i. Research staff employed under an externally funded research grant are eligible provided that grant is received and administered by the College and not specifically for the employment of that individual employee.
    - ii. In the event that research staff are employed under an externally funded research grant that does not cover the full expected duration of their active research studies, they will still be required to have a contract of employment covering the full expected duration of their active research studies.
69. Staff are only eligible for the scheme for the duration of their employment with the College.
  - a. If a staff member's contract is terminated during the course of their studies, they will cease to be eligible for staff-student fees from the date their contract ends.

- b. Staff may additionally be required to repay any fee reduction received under paragraph 70.
- 70. If a staff member leaves the College through resignation, they may be required to repay all or part of the balance between the Staff-Student Fee and the full relevant fee for the programme (the Full Fee).
  - a. If a staff member leaves the College through resignation within twelve months of completing a doctoral programme for which they were charged the Staff-Student Fee, they will be required to pay the balance between the Staff-Student Fee and the Full Fee in full.
  - b. If a staff member leaves the College through resignation between twelve and 24 months of completing a doctoral programme for which they were charged the Staff-Student Fee, they will be required to repay 50% of the balance between the Staff-Student Fee and the Full Fee.
  - c. If a staff member's contract is terminated through redundancy or the scheduled ending of a fixed-term contract at any time after they complete a doctoral programme for which they were charged the Staff-Student Fee, they will not be required to pay any of the balance between the Staff-Student Fee and the Full Fee.
    - i. If a staff member is re-employed by the College under a new contract after either redundancy or scheduled ending of a fixed-term contract, the potential requirement to repay any part of the balance between the Staff-Student Fee and the Full Fee will cease even if that employment is continuous to their previous employment.
- 71. The employment status of staff will be confirmed with HR prior to the granting of staff-student fee status and then annually for the duration of their studies and a two-year period after they complete their studies.
- 72. Staff that qualify for the Staff-Student Fee will be charged fees at one-third of the Home rate of fee for the relevant programme regardless of their fee classification.
  - a. The staff member will be responsible for the payment of this fee either by themselves or a Third Party as per paragraph 89.
- 73. Qualification for Staff-Student Fees does not affect the student's eligibility for any other funding provided by the College.
  - a. In the event that a staff member receives additional funding to a value greater than the Staff-Student Fee (Excess Funding), the amount of that funding will be reduced by the Excess Funding amount.

### **Payment of Tuition Fees**

- 74. New students will be invoiced for their tuition fees as soon as possible after they complete their last condition of admission and their place is confirmed.
- 75. Continuing students will be invoiced for their tuition fees as soon as possible after their progression to the next year of study is confirmed within the Student System.
  - a. Continuing doctoral students that started their studies on or after 1 September 2022 will be invoiced on or around the first day of the month closest to the anniversary of the date they commenced their studies.

- b. Continuing doctoral students that started their studies before 1 September 2022 will be invoiced on or around 1 October each year irrespective of the date on which they commenced their studies.
- 76. Students returning from an Interruption of Studies will be invoiced for their resumption fees as soon as possible after their return to study is confirmed.
- 77. Tuition fees are payable by the first day of the month closest to one month prior to the start of the programme (the Standard Due Date).
  - a. Where an invoice for tuition fees is received within 30 days of the Standard Due Date, that invoice will be payable within 30 days.
- 78. Taught postgraduate students, as defined by Ordinance B1, whose personal tuition fees are received in full by the College at least 45 days prior to the Standard Due Date will be eligible for an early payment discount of 1.5%.
  - a. Partial payments or fees paid by a sponsor are not eligible for this discount.
  - b. Any payments received as part of an application deposit will not be counted towards the discount amount.

#### *Payment in Instalments*

- 79. Students may be eligible to apply to pay their tuition fees in instalments, information on instalments options available is published online. Credit is not available to students under the age of 18.
  - a. An arrangement fee will be charged to all students paying in instalments other than undergraduate students paying the Home rate of fee who are exempt from this fee.
- 80. Instalment credit will not be available to undergraduate students paying the Home rate of fee if their personal fee liability is less than £350.
- 81. Instalment credit will not be available to any other students if their personal fee liability is less than £2,000.
- 82. Instalment credit offered to undergraduate students paying the Home rate of fee is available at no additional charge and meets all requirements under article 60F(2) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 for the instalment exemption and, as such, are not subject to regulation under the Consumer Credit Act 1974 and related secondary legislation (the CCA) (Exempt Agreements).
- 83. Instalment credit offered to all other students is subject to an arrangement fee and thus does not meet all requirements for the instalment exemption and are therefore subject to regulation under the CCA (Regulated Credit Agreements).
- 84. Any credit agreements offered relate to the fees for a single academic year only; a new agreement must be entered into each academic year for which a student wishes to pay by instalment credit.
- 85. If the date on which the final instalment of any credit agreement would be due to be paid would be less than two months prior to the end date of the academic year for that programme, the student will not be eligible for instalment credit for that academic year regardless of meeting any other eligibility criteria.

86. All students applying for instalment credit will be subject to an assessment of creditworthiness.
- a. The credit offered is a deferment of debt enabling the student to spread the cost of financing their sessional programme fees across an academic year. The commitments under the credit offering do not, in the College's view, adversely affect a student's financial situation since the level of the sessional programme fees is unchanged from that of students paying up front. The College considers that the disadvantage of any arrangement fee is offset by the advantage of being able to spread the cost of the sessional programme fees over the academic year.
  - b. The default position is that a student enrolling to a session at the College should pay their sessional programme fees upfront. A student, before making a commitment to study at the College is expected to establish how they propose to fund their studies. The College therefore expects students to have in place access to funds to enable them to make the commitments under the credit offering.
  - c. The College considers that the nature of the borrowers as students and the nature of the debt would make a consideration of all the factors for assessment of creditworthiness set out in the CCA disproportionate. As such, the College will make an assessment based on the following where relevant or appropriate:
    - i. The students' financial history with the College;
    - ii. Evidence of financial means through the student holding a relevant Student Visa;
    - iii. The risk profile of the student based on relevant historical trends within the College except where the student is under the age of 18.
  - d. In the event of a negative outcome of any assessment of creditworthiness under paragraph 86.c, and especially 86.c.iii, the College will carry out a manual assessment based on evidence obtained from the student about any of the following where relevant or appropriate:
    - i. Part-time work;
    - ii. Assets;
    - iii. Expenditure;
    - iv. Financial commitments;
    - v. Expected future income.
  - e. Any internal assessment of creditworthiness will not be reported to any credit reference agencies and will have no impact on a student's credit score.
  - f. The College will only undertake a credit reference check with credit reference agencies (a Credit Check) under exceptional circumstances; if the College rejects an application for credit on the basis of a Credit Check, the College will advise the student that this is the case immediately and provide the name and contact details of the relevant agency.

### **Sponsored Students**

87. All students are deemed to be directly responsible for the payment of their own fees (Self-Funding) unless a formal sponsorship agreement is accepted by the College.

88. Liability for the payment of tuition fees cannot be passed to any third party that is a natural person acting in a private capacity.
89. Sponsorship is defined as an agreement between the College and a Third Party for that Third Party to pay some or all of a student's fees directly to the College on behalf of the student.
  - a. For the purposes of this paragraph, a Third Party includes any part of the College agreeing to pay some or all of a student's fees on their behalf (Internal Sponsorship).
  - b. Any agreement between a student and a third party for payments to be made in respect of fees by the third party to the student and not the College directly is a private arrangement between the student and the third party and does not constitute a sponsorship agreement under this policy.
90. Any corporate entity acting as a sponsor for a student or students will be subject to customer and credit approval as detailed in the Credit and Collections Policy.
91. Any corporate entity that is not approved as a customer or whose credit limit with the College is not sufficient to cover the amount of sponsorship and any other liabilities will not be approved as a sponsor.

### **Non-Payment of Fees**

#### *Late Payment of Tuition Fees*

92. Tuition fees that are not received by the due date as defined in paragraph 77 shall be subject to late payment charges.
93. Any sums not paid by the date they fall due shall be subject to late payment charges at an annualised rate of 7.5% above the base rate of National Westminster Bank Plc.
94. Late payment charges will accrue daily on all overdue balances until such time as all outstanding amounts other than those amounts covered by an agreed payment plan are paid in full.
95. If all outstanding amounts are paid in full within six months of the date they fall due, the late payment charges will be discounted to an annualised rate of 2% above the base rate of National Westminster Bank Plc.
96. Late payment charges shall be applied to students' accounts every seven calendar days; where the seventh calendar day falls on a non-working day, charges shall continue to accrue but be applied on the next working day.
  - a. The late payment charges on any sums received between application dates shall be waived even when the application date is delayed under this paragraph.
97. If a student's account is in arrears by six months or more, the matter will be raised with the student's department and the relevant Faculty Senior Tutor to determine if further support may be required or if additional sanctions such as suspension from College facilities may be appropriate.

#### *Late Payment of Sponsored Fees*

98. If a sponsor fails to pay a student's fees after being invoiced by the College, every effort will be made to collect the fees from the sponsor as per the College's Credit and Collection's Policy; in the event that fees cannot be collected from the sponsor, the fee



liability will revert to the student and they will receive an invoice for the balance of fees payable.

- a. Paragraph 7 applies equally to fees to be paid by the student and fees to be paid by a sponsor.
99. If a fee is reverted to a student, the student will have 30 days to make payment before that payment is deemed late.

#### *Late Payment of Instalments*

100. In the event of a late payment of an instalment, students will be given 30 days remedy the default, failure to do so within this period may result in the credit being withdrawn and the full amount becoming immediately due and payable.
101. Late payment of fees subject to a credit agreement regulated by the Consumer Credit Act 1974 (a Regulated Credit Agreement) will be dealt with as per paragraph 102, late payment of fees subject to an agreement exempt from regulation under the Consumer Credit Act 1974 (an Exempt Agreement) will be dealt with as per paragraph 103.
102. If a Regulated Credit Agreement instalment payment is not received by the date that instalment falls due, a late payment charge of £15 will be payable. A further late payment charge of £15 will be payable each month thereafter until such time as the overdue payment has been received by the College.
103. If an Exempt Agreement instalment payment is not received by the date that instalment falls due, late payment charges will accrue as per paragraphs 93 – 96.

#### *Students in Poor Financial Standing*

104. If any portion of a student's tuition fees remain unpaid after the date on which they fall due and where the College has exhausted its debt recovery procedures, they will be deemed to be in Poor Financial Standing (Academic); in the event that any non-tuition-related fees remain unpaid after the date on which they fall due and where the College has exhausted its debt recovery procedures, they will be deemed to be in Poor Financial Standing (Other).
- a. A student may be deemed to be in Poor Financial Standing before the College has exhausted its debt recovery procedures if that is necessary to prevent the student from unreasonably increasing their level of indebtedness or to protect the College from further losses. This includes but is not limited to debts that remain unpaid at the end of the academic year even if debt recovery procedures are ongoing.
105. No student in Poor Financial Standing will be permitted to attend any graduation ceremony for the programme on which they were enrolled at the time the debt that gave rise to that status was incurred.
- a. If a student is in Poor Financial Standing as a result of debt incurred on a current programme of study, this will not affect their eligibility to attend any graduation ceremony for a previous programme of study provided they were not in Poor Financial Standing at the time they completed that programme of study.
106. For the avoidance of doubt, paragraph 7 only applies to students in Poor Financial Standing (Academic).

107. All debt recovery procedures pertaining to students for both tuition-related and non-tuition-related debt are subject to the discretion of the Student Fees Credit Controller to ensure the appropriate steps are taken to allow support from the College prior to escalation.
108. The College uses the services of external debt recovery agencies to pursue any outstanding debts.
- a. The College will issue at least four communications via email, telephone or hard-copy letter prior to escalation to external agencies.
109. The College's debt recovery procedures may result in a judgement being recorded against the student in the County Court (a County Court Judgement, CCJ) in the amount of the debt plus costs and interest.
110. The final communication issued by the College prior to escalation to an external agency for debt recovery and/or legal action will be a Final Demand notice.
111. Where the customer (debtor) is identified as a consumer or sole trader, all external agencies will issue a Letter Before Action in line with the Pre-Action Protocol for Debt Claims.
112. The College may take enforcement action on any CCJs. The method of enforcement is at the discretion of the Team Leader (Credit Control) and may include asking the court to send Bailiffs to collect any sums owed, or to issue an attachment of earnings order, a third-party debt order, or a charging order.

#### *Payment Term Extensions*

113. Extensions to agreed payment terms may be considered on the merits of each case.
114. Any extensions to agreed payment terms must be approved in advance by either the Team Leader (Credit Control) or Team Leader (Student Fees) and actioned by a member of the relevant team.
115. In no circumstances should a staff member update or amend their own or a family member's payment terms or record. Where such a potential conflict exists, their line manager should be notified, and another member of staff should undertake the change.

#### *Bad Debt Write-Offs*

116. In the event that a debt is deemed uncollectable it may be written off by the College. This does not cancel the debt nor waive the College's rights to pursuing the debt at a later date.
117. As per paragraph 8, no student that has existing debt, including where that debt has previously been written off within the previous seven years, shall normally be permitted to enrol on a programme of study with the College until such time as that debt has been paid in full to the satisfaction of the College.

### **Fees for Partial and Repeat Attendance**

118. For the purposes of this policy, the College week starts on a Saturday.
119. Where the Saturday falls on a public holiday or College Closure day, the week shall be deemed to start on the first College Day after the holiday or closure.

120. The week following a week starting on a day other than a Saturday will start on the next Saturday regardless of the day on which the previous week started.
121. Any week curtailed under paragraph 119 shall be equally weighted to all other weeks for the purposes of charge calculation.

*Partial Attendance*

*Curriculum-Based Programmes (undergraduate, taught postgraduate, and postgraduate research masters degrees)*

122. Fees for attendance for part of a session will be calculated per week or any part thereof *pro rata* the number of weeks in a session for the programme attended (attendance-based billing).
- a. The fees for undergraduate students paying the Home rate of fee shall be capped at 25% of the full annual fee for each of terms one and two, and 50% of the full annual fee for term three.
  - b. The fees for undergraduate students paying the Home rate of fee shall not exceed the lower of the fee *pro rata* the number of weeks attended or the capped fee with the exception of students returning to their studies after an interruption whose fee was charged at the capped rate in the session they commenced their interruption in which case the balance of fees for the year will be charged.
123. Notwithstanding paragraph 122, undergraduate students attending College in the summer term for revision purposes only before repeating examinations shall not be charged a fee, provided they are not accessing any learning and teaching activities other than optional revision classes.
124. If a student interrupts their studies within one month of the start of the first term of the first academic year of their programme full fees will be payable at the relevant rate for the Cohort the student joins but no charge will be made for any repeat period.

*Non-Curriculum-Based Programmes (postgraduate doctoral programmes)*

125. Fees for attendance for part of a session will be calculated at the rate of one-twelfth of the annual fee per month that the student is in attendance. Students will be deemed to have been in attendance for a month if they were in attendance on the 15<sup>th</sup> day of that month.
126. If a student interrupts their studies within one month of their start-date no fee will be payable at the point of interruption:
- a. If the student resumes their studies in the same academic year and was enrolled on the 15<sup>th</sup> day of the month before they interrupted their studies, the student will remain on their original Cohort and fees for the first month of study will be payable in addition to the fees for their resumption period.
  - b. If the student resumes their studies in the following academic year, the student's Cohort will be updated to the relevant Cohort for the date of their resumption with fees payable at the rate for that Cohort however, no fees will be payable for the month from which they interrupted even if they were in attendance on the 15<sup>th</sup> day of that month.

### *All Students*

127. Students that permanently withdraw from their studies within one month of their start-date will be deemed a 'false-start' and will not be charged a fee.
128. Fees for students returning from an interruption of study will be subject to any relevant inflationary uplifts.
129. Where a student returning from an interruption of studies repeats part of their studies (for example by resuming at the start of the term equivalent to the term in which they commenced their interruption), their fee for this repeat period will be calculated by attendance-based billing.
130. Where a student returning from an interruption of studies repeats part of a term they have already attended solely because of a change in the timetable of their programme (for example to study a module previously delivered in term two but now delivered in term one), no additional attendance-based fees will be payable.
131. In the absence of any repeat periods, the total fee payable by students who interrupted their studies shall not exceed the fee payable in real terms had they not interrupted their studies; any correction required will be applied to the resumption fee.

### *Repeat Attendance*

132. Students on taught programmes repeating part of their programme will be charged for the number of credits (ECTS) they repeat *pro rata* the number of credits in a year (credit-based billing).
  - a. Where the number of credits in a year varies based on the options taken by the student, the number of credits in the year against which any *pro rata* fee will be calculated will be the minimum number of credits required to pass the year.
  - b. If a student interrupts or withdraws during a repeat period subject to credit-based billing, their fee will be calculated by attendance-based billing *pro rata* the credit-based billing fee.
133. Fees for repeat attendance apply when students access or attend learning and teaching activities that they have already been enrolled to attend even if the student did not attend those activities during their first sitting.
134. There are no fees for repeating examinations or resubmitting a thesis provided the student does not repeat any associated learning and teaching activities.

### *Programme Transfers*

135. Students transferring between programmes at the same intensity part-way through an academic year will be charged an attendance-based fee for the original programme *pro rata* the number of weeks of attendance up to the formal date of transfer, and an attendance-based fee for the new programme *pro rata* the number of weeks of attendance from the formal date of transfer.
  - a. Where the formal date of transfer falls part-way through a week, the week of transfer shall be deemed to be part of the new programme for transfers before Wednesday and part of the original programme for transfers on or after Wednesday.

136. Students transferring between different intensities of curriculum-based programmes (i.e., from full-time to part-time or from part-time to full-time) will be deemed to have transferred on the first day of the academic year regardless of the date the transfer is completed.
137. Students transferring between different intensities of non-curriculum-based programmes will be treated as for transfers under paragraph 135.
138. Students that repeat any learning and teaching activities as a result of a programme transfer will be subject to additional charges for repeat attendance under paragraphs 132 – 133.

### **Refunds**

139. Application fees are non-refundable after the 14-day cancellation period.
140. Application deposits are only refundable under the circumstances set out in paragraphs 39 and 45 – 49.
141. In the event that a student interrupts their studies, the balance of fees paid in excess of the partial attendance fee shall normally be held on account against the resumption fee.
142. Refunds shall not normally be payable if the student has any other outstanding debt or liabilities on their account.
143. Refunds will be made to the same account and in the same manner as the original payment as per the College's Anti-Money Laundering Policy.
144. Any refund payable will be made as soon as possible and in any event within 14 days of the date on which the refund is agreed.