

*Subject to Executive Board approval on 16/05/2024



SURREY ONLINE LEARN (SOL) STUDENT FEE & DEBT MANAGEMENT POLICY

Originator name:	Joanne Sexton
Section / Dept:	Finance
Implementation date:	14 March 2024
Date of next review:	14 March 2026
Related policies:	Tuition Fee Policy
Policy history:	Replaces 27 September 2021 policy

Version History

Version	Author	Revisions Made	Date
1	Joanne Sexton	First Draft	14 March 2024

Approval History

Equality Analysis

Version	Reviewed by	Comments	Date
1	Sarah Heighes		

Committee Sign Off*

Version	Committee Name	Date of Sign Off
1	Executive Board Member – Kerry Matthews	29 April 2024

1	Introduction
	<p>This document sets out the policy of the University of Surrey in relation to Surrey Online Learn (“SOL”) student fee collection along with the debt management procedures followed in furtherance of this policy.</p> <p>This policy specifically covers the collection of fees and charges payable to the University by current and former SOL students for tuition, library services, miscellaneous charges, and fines.</p> <p>It is vital that all decision makers in the University are aware of the importance of cash management and fully co-operate with the staff who manage the administration process. Members of the Finance Department will provide assistance and advice to the University on credit control and debt management issues.</p>
1.1	Purpose
1.1.1	<p>The aim of the policy is to minimise levels of SOL student debt and of bad debts, to</p> <ul style="list-style-type: none"> • Maximise resources available for investment in teaching and research excellence. • Protect students from the adverse consequences of failing to deal with unmanageable personal debt.
1.2	Scope
1.2.1	This policy is applicable to all current SOL students of the University of Surrey and former SOL students with outstanding debt.
1.3	Equality Analysis
1.3.1	An equality analysis has been undertaken and this has determined that no protected groups will suffer adverse consequences as a result of this policy. Data relating to fee and debt management will be reviewed as it becomes available in order to ensure that no group in particular is impacted by difficulties relating to fee management.
1.4	Definitions
1.4.1	<p>Sponsors – organisations that may provide funds for, or contribute towards, tuition fees. Any such arrangement remains between the student and their sponsor. Sponsors have no liability for fee payment unless a contractual agreement exists with the University.</p> <p>Student Finance Team – members of the Finance Department responsible for collection of overdue payments. This team may also be referred to as Student Receivables. The Student Finance Team can be contacted by email at student-receivables@surrey.ac.uk</p> <p>Student Money Support Team – members of the Student Money Support department are responsible for providing information, advice and guidance relating to student money matters. See https://money.surrey.ac.uk/</p> <p>OSCAR - Office of Student Complaints, Appeals & Regulation Oscar@surrey.ac.uk</p> <p>Fees – Amounts due to the University in respect of services provided, including but not limited to tuition fees.</p> <p>Charges – Ancillary amounts due to the University including but not limited to fines imposed by the University and hardship loan repayments.</p> <p>Financial Hardship – Difficulty meeting financial obligations, due to temporary or permanent changes in expected income/expenditure, which is supported by documentary evidence.</p>

	University Email Address - All University of Surrey students are registered to use Surrey365 email and are provided with an email address. Students are obliged to check their Inbox regularly as it is the University's primary method of communication.
1.5	Legislative context
1.5.1	Enterprise Act 2002 County Court Act 1984 Protection from Eviction Act 1977 Equality Act 2010 Consumer Protection Regulations (2008 & as amended 2014)
1.6	Health & Safety Implications
1.6.1	Not Applicable
2	Policy
2.1	Principles
2.1.2	Financial Requirements For All Students
	<p>Students on an online programme of study at the University of Surrey will be required to pay tuition fees and other charges. Fees and charges may be in respect of a defined period of study. Fees are normally collected in the academic year in which the period of study or module starts. Progression through a programme of study may be affected if this financial obligation is not fulfilled.</p> <p>Students are personally responsible for ensuring that all appropriate fees, fines and other charges, including any element of fees payable by sponsors, are paid in accordance with the requirements set out below. In accepting the offer of registration, the student accepts a contractual liability to pay the tuition fee for the duration of their course in accordance with these requirements.</p> <p>The University may remind students of fees, fines and other charges due by means of invoices, letters and statements, however, these are reminders only and students are contractually responsible for paying fees, fines and other charges on time whether invoices, notices or statements are received or not. The Finance Department's primary method of communication will be through the student's University email address although we may use personal email addresses for some correspondence. It is the student's responsibility to access their email addresses regularly. Failure to check email addresses is not an acceptable reason for late or non-payment of fees or charges due.</p> <p>All payments made to and from the University in respect of student fees, fines and other charges must be made in £ sterling. Any currency conversion costs or other charges incurred by a student or sponsor in making a payment or in receiving a refund shall be borne by the student or the third party making or receiving the payment and shall not be deductible from the amounts due to the University.</p> <p>Academic staff are not empowered to vary fees or agree payment schedules with students on behalf of the University.</p>

	<p>sponsor directly. Payment terms applicable to sponsors are strictly 30 days from the date of invoice. Should a sponsor fail to pay within terms, the invoice will be cancelled and re-issued to the student.</p> <p>Any sponsorship agreement is between a student and their sponsor. By raising an invoice to a sponsor, the University does not enter into a contractual agreement with that sponsor. The liability for payment remains with the student regardless of sponsorship arrangements.</p>																			
2.3	Payment Methods																			
	<p>There are differing options for payments dependant on student location and preference. All payments need to be processed through Flywire. This is a secure method of payment which incurs no cost to either the student or the University. The currency conversion rate is subject to prevailing rates set by Flywire.</p>																			
2.4	Early Withdrawal																			
	<p>Students who wish to withdraw from their course of study may do so, however there are strict time limits and fees may still be payable for all or part of the academic year as detailed below. Before withdrawing students are encouraged to discuss matters in detail with the programme lead in their academic department and the Student Finance Team. Fee liability following early withdrawal is as follows:</p>																			
2.5.1	Withdrawal from Studies																			
	<table border="1"> <thead> <tr> <th>Student classification</th> <th>Date of absence/withdrawal</th> <th>Fee liability</th> </tr> </thead> <tbody> <tr> <td rowspan="3">SOL postgraduate (initial year)</td> <td>Between the first teaching week of Semester 1 and the end of the fourth teaching week of Semester 1.</td> <td>No liability</td> </tr> <tr> <td>Between the fourth teaching week of Semester 1 and the end of the second teaching week of Semester 2.</td> <td>50% of the annual fee</td> </tr> <tr> <td>Between the end of the second teaching week of Semester 2 to the end of year 1.</td> <td>100% of the annual fee</td> </tr> <tr> <td rowspan="3">SOL postgraduate (subsequent years)</td> <td>Between the first teaching week of Semester 1 and the end of the fourth teaching week of Semester 1.</td> <td>No liability</td> </tr> <tr> <td>Between the fourth teaching week of Semester 1 and the end of the second teaching week of Semester 2.</td> <td>50% of the annual fee</td> </tr> <tr> <td>Between the end of the second teaching week of</td> <td>100% of the annual fee</td> </tr> </tbody> </table>	Student classification	Date of absence/withdrawal	Fee liability	SOL postgraduate (initial year)	Between the first teaching week of Semester 1 and the end of the fourth teaching week of Semester 1.	No liability	Between the fourth teaching week of Semester 1 and the end of the second teaching week of Semester 2.	50% of the annual fee	Between the end of the second teaching week of Semester 2 to the end of year 1.	100% of the annual fee	SOL postgraduate (subsequent years)	Between the first teaching week of Semester 1 and the end of the fourth teaching week of Semester 1.	No liability	Between the fourth teaching week of Semester 1 and the end of the second teaching week of Semester 2.	50% of the annual fee	Between the end of the second teaching week of	100% of the annual fee		
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		Semester 2 to the end of year 1.	
2.5.3	Refunds		
2.5.3.1	<p>Refunds will only be paid on request and are at the discretion of the University. While we attempt to administer all requests as soon as possible, during busy periods of the year, requests may take between 2 and 3 weeks to be processed.</p> <p>Students must not intentionally overpay their fees to circumvent any government regulation or restriction. Any fee payments will, upon receipt of a refund request, be returned to the original sender. The University must abide by UK money laundering legislation.</p> <p>All authorised refunds are returned to source. For fees that are paid by credit or debit card, refunds will be credited back to the card charged with the original payment. All payments received through Flywire will be sent back through the same via the same payment method.</p> <p>The University will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred.</p> <p>If a student has a recorded debt to another department, any requested fee refund may be withheld and applied to the outstanding balance.</p>		
2.5.3.2	<p>If, in exceptional circumstances a program is to be closed at the discretion of the University, the 'Student Protection Plan' ensures appropriate communication, guidance and support is offered to affected participants. Where alternative study and teaching support is unable to be provided, the University will refund the invoiced fees paid for the periods of study which have not been completed. For further information regarding programme closure, please refer to the 'Student Protection Plan' and where necessary 'B7: Procedure for complaints'.</p>		
2.6	Other Fees and Charges		
	<p>The University may be required on occasion to raise invoices to students for other fees and equipment charges. These may include but not be limited to library fines; hardship loan repayment; provision of other resources. Such invoices are payable within 30 days of the date of invoice. The invoice will clearly state the due date. Students who fail to pay such invoices will be subject to debt management procedures which form part of this policy. The exception to this are payments under the International Guarantor Scheme, which are due within 7 days of the notification date.</p>		

2.7	Non-Payment of Fees and Charges
	In applying the Student Fee and Debt Management Policy, the University Finance Department will at all times seek to be sympathetic to, and understanding of, individual students' financial circumstances, however, for the University to do so, students must engage in dialogue with the Finance Department if they are experiencing difficulties. Action to enforce settlement of debt for outstanding fees and charges will be taken against current and former students who have failed to engage with the Finance Department to find a solution to any outstanding debt issues, or who have failed to honour agreements to pay. Such action may include, but not be limited to the referral of individual cases to a Debt Collection Agency and enforcement through the County Court. Specific detail relating to collection activity by the Finance Department can be found in the Debt Management Procedures which form part of this policy.
3	Debt Management Procedures
3.1	Tuition Fee Debt
	Tuition fees may be paid in full, or must be paid by instalment on dates according to the fee status of the student. Students will be notified of instalment dates on their invoices.
3.1.1	Late Payment
	<p>Where a student is suffering financial difficulty, they must contact the Student Finance Team at the earliest opportunity, preferably before an instalment becomes overdue.</p> <p>Students who do not make contact prior to an instalment date will be contacted by email by a member of the Student Finance Team 7 days after an instalment becomes overdue and weekly thereafter. This correspondence will advise the student of the amount outstanding and the due date. The student will be asked to make immediate payment or to contact a Student Finance Advisor. In addition to standardised weekly emails, the Student Finance Advisor responsible for the debtor account will endeavour to make contact with the student by telephone or email.</p> <p>In all cases, the student will be offered an interview with a Student Finance Advisor. If there is evidence of genuine difficulty in making payment, the Student Finance Advisor will try to agree a realistic programme of payment, which is within the means of the student and payable over a timeframe acceptable to the University. Students will be advised that they are not entitled to progress to the next academic year of study if any tuition fee debt remains outstanding.</p> <p>Students must be able to provide evidence of their financial circumstances verifying that they can either meet all their obligations including any payment arrangement made, or that the situation causing the hardship will change and enable full payment.</p>
3.1.2	Sanctions
	<p>Students who fail to make payment of the overdue instalment or an agreed payment will be subject to sanctions approved by the University. These sanctions will be:</p> <p>SOL students</p> <ul style="list-style-type: none"> • Failure to pay the first instalment of fees before registration will mean that a student cannot register.

	<ul style="list-style-type: none"> • Failure to pay the second instalment of fees before the end of week 6 of semester 2, year 1 will result in suspension of online access. • Failure to pay the third instalment of fees before re-registration for year 2 will mean that a student will be unable to re-register. • Failure to pay the second instalment of fees before the end of week 6 of semester 2 will result in suspension of online access. <p><u>All Students</u></p> <p>Any student who is on temporary withdrawal and has unpaid tuition fees must pay these fees prior to resuming their course. Failure to pay these fees will result in the above sanctions being applied.</p>
3.1.3	Reinstatement
	<p>The Student Finance Team will in all cases endeavour to resolve debt issues without recourse to sanctions, however in some cases these will be unavoidable. Where sanctions are applied but a student subsequently clears all outstanding tuition fees before the end of the academic year in question, reinstatement may be considered. Reinstatement will be contingent on all academic requirements being met and tuition fees for the new academic session being paid in full prior to the re-registration deadline date.</p>
3.1.4	Termination of Registration
	<p>Where registration is terminated, the University will advise the student that the debt is being referred to a nominated Debt Collection Agency (DCA). The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor. Where the debtor is no longer in the UK, the agency will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University.</p> <p>Where legal action is necessary the agency, on behalf of the University, will proceed to obtain a money judgment against the debtor under the County Court Act 1984.</p> <p>In the event that the University instigates legal proceedings as detailed in this policy, and this results in a County Court Judgment (CCJ) being registered in favour of the University, the students' future ability to obtain credit will be affected. This includes the ability to enter into a mobile phone contract, borrow from banks / lenders (including mortgage lenders), or enter into any rental contract.</p> <p>Once judgment has been obtained, the University will consider instigating action to enforce the judgment. Careful consideration will be given to the students known circumstances. In some cases, enforcement action may be held in abeyance until such time as it is apparent that the student should be in a position to pay, or make payment towards, the debt.</p>
3.2	Other Debt
	<p>Students may on occasion be required to pay amounts to the University not related to tuition fees or accommodation rental fees. Sums due may include but not be restricted to:</p>

	<ul style="list-style-type: none"> ○ Repayable hardship loans ○ Equipment charges ○ Fines arising from Disciplinary Action
3.2.1	Sanctions
	<p>Where such balances are outstanding, the University Finance Department (or in the case of misconduct fines, OSCAR) will engage with the student for the debt to be cleared. Where such debt remains outstanding despite requests for payment alternative sanctions may be invoked. These may include, but not be limited to:</p> <ul style="list-style-type: none"> ○ Restriction / withdrawal of library privileges ○ Further disciplinary action (in the case of failure to pay misconduct fines) <p>Should students fail to pay outstanding balances; details may be passed to a nominated Debt Collection Agency. The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor under the County Court Act 1984.</p> <p>This course of action will be taken regardless of the students' registration status.</p> <p>Students who remain in debt to the University at the time they are eligible for an award will not be allowed to purchase guest graduation tickets.</p> <p>In the event that the University instigates legal proceedings as detailed in this policy, and this results in a County Court Judgment (CCJ) being registered in favour of the University, the students' future ability to obtain credit will be affected. This includes the ability to enter into a mobile phone contract, borrow from banks / lenders (including mortgage lenders), or enter into any rental contract.</p>
3.3	University Financial Awards
	<p>Where a student qualifies for a University financial award (e.g. bursary, scholarship), the University reserves the right to use the monies from any award to settle any or all overdue debts which may be outstanding to the University.</p>
3.4	Complaints
	<p>There may be instances where a student, using the correct documented procedure, registers a complaint with the University. Under these circumstances collection activity will continue, however passing the account to an external Debt Collection Agency will be held pending the outcome of any investigation into the complaint. Prior to instigating legal action, as part of the debt recovery procedures, Student Finance will contact relevant departments within the University in order to establish whether there are any disputes / complaints pending.</p> <p>There are strict deadlines for the submission of formal complaints and these are documented in the Procedure for Complaints.</p>

4	Governance Requirements
4.1	Responsibility
	The Chief Financial Officer has overall responsibility for this policy. The Head of Financial Transactions is responsible for the effective operation of debt management procedures. Staff are expected to be familiar with this policy and to contribute to its effective implementation.
4.2	Exceptions to this Policy
	This policy authorises the Student Finance Team to allow considerable discretion in their approach to managing student debt; as such those suffering genuine financial hardship will receive all reasonable support to help them address outstanding payments.
4.3	Supporting documentation
	<p>For details of the supporting documentation referred to below, please follow the relevant link in Appendix B</p> <p>University Financial Awards Guidance Disciplinary regulations Student Services including Your Money, Your Health and Wellbeing International Guarantor Scheme Tuition Fee Policy Procedure for Complaints</p>

