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University of Chichester

# Student Tuition and Accommodation Fees Policy

**Approved by the Vice Chancellor's Group on 28 April 2020**

## 1. Background

- 1.1 This document sets out the policy of the University of Chichester in relation to student fee collection along with the debt management procedures followed in furtherance of this policy.
- 1.2 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.

## 2. Purpose and scope

- 2.1 The aim of the policy is to minimise levels of student debt and of bad debts, to maximise resources available for investment in teaching and research excellence and to protect students from the adverse consequences of failing to deal with unmanageable personal debt.
- 2.2 This policy covers the collection of fees and charges payable to the University by current and former students for tuition, accommodation, library services, miscellaneous charges and fines.
- 2.3 Other than as set out in this policy, **staff are not empowered to change this policy, tuition fees, licence terms and fees, payment schedules or agree exceptions with students on behalf of the University.**

## 3. Tuition Fees

- 3.1 All students registered at the University must pay the relevant tuition fees for their programme(s). The current applicable fees are available at <https://www.chi.ac.uk/study-us/fees-finance/tuition-fees>.
- 3.2 Unless otherwise stated, tuition fees are set in respect of a student's entire programme of study and are not referable to specific modules, services or service levels.
- 3.3 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.
- 3.4 The tuition fees for UK undergraduate students are set by the UK Government. If government policy changes, the fees may increase accordingly. These arrangements may also extend to some non-UK undergraduates.
- 3.5 Tuition fees for all other students (postgraduates, and most non-UK undergraduates) are set by the University, for continuing students and will normally increase by 4% annually, rounded up to the nearest £100 (or equivalent for non-full-time programmes). Non-UK and postgraduate students may also be required to pay a non-refundable deposit to secure their place on their programme.
- 3.6 Many students will be eligible for a tuition fee loan. For UK students, these are provided by the UK Government. More information is available at <https://www.gov.uk/student-finance>. It is the responsibility of the student to ensure that any loan applied for is correct and sufficient. Students must provide evidence of any loan funding before or at the time of registration.
- 3.7 If:
  - 3.7.1 the loan does not cover the full extent of the fees; or
  - 3.7.2 the loan is not paid for whatever reason; or
  - 3.7.3 the loan is paid but subsequently the University is required to repay the monies to the lender (for example, as a result of a change in the student's circumstances);the student will be liable for any resulting shortfall in fees in accordance with the applicable terms.
- 3.8 Many students receive full or partial support for their fees from an employer or other sponsoring agency. Sponsored students are required to complete an external sponsorship form (available at

<https://www.chi.ac.uk/study-us/fees-finance/tuition-fees/how-pay-tuition-fees> or from the Finance Department) and provide written evidence of their sponsorship before or at the time of registration.

- 3.9 The University is not under any obligation to accept any particular organisation or person as a sponsor. The University also reserves the right to undertake credit searches in order to establish a potential sponsor's ability to pay fees due.
- 3.10 Unless otherwise specified, 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. This clause does not apply to degree apprenticeships, which are governed by separate agreement.
- 3.11 If:
- 3.11.1 the sponsorship does not cover the full extent of the fees; or
  - 3.11.2 the sponsorship monies are not paid or are paid late for whatever reason; or
  - 3.11.3 the sponsorship monies are paid but subsequently the University is required to repay the monies to the sponsor (for example, as a result of a change in the student's circumstances);
- the student will be liable for any resulting shortfall in fees in accordance with that applicable terms.
- 3.12 From time to time the University may offer scholarships, bursaries and/or discounts. For details of eligibility and other requirements, please see <https://www.chi.ac.uk/study-us/fees-finance/funding-and-advice> and the relevant terms and conditions.
- 3.13 For the avoidance of doubt:
- 3.13.1 students who undertake a placement or year abroad as part of their course will be liable for the applicable fee(s) set out at <https://www.chi.ac.uk/study-us/fees-finance/tuition-fees>;
  - 3.13.2 a student who repeats a year of study will be liable for a further year's tuition fee;
  - 3.13.3 postgraduate students who are permitted to transfer to a 'writing up' phase will be asked to pay the associated fees in accordance with the University's Academic Regulations; and
  - 3.13.4 in certain other circumstances, including where modules need to be 'made up' following an exam board decision, or where there is a need for a Recognition of Prior Learning assessment, additional fees are chargeable as set out at <https://www.chi.ac.uk/study-us/fees-finance/tuition-fees>.

#### **4. Accommodation Fees**

- 4.1 Students in University accommodation are required to pay a licence fee for the duration of their licence period. Weekly rates for accommodation are provided to each student prior to occupation. Occupation of University accommodation is subject to a signed licence agreement which includes details on the fees and the terms and conditions for occupation.
- 4.2 Students are responsible for ensuring that all accommodation fees, charges or fines are paid in accordance with defined due dates. Non-payment, persistent late payment and/or breach of the licence agreement may result in it being terminated.

#### **5. Other charges**

- 5.1 Certain services offered by the University are subject to additional charges or repayment obligations, such as hardship loans, printing, and equipment hire. The applicable terms for these services are available via <https://www.chi.ac.uk/study-us/fees-finance/money-matters>.
- 5.2 In certain circumstances, the University may impose fines on students in accordance with its Academic Regulations. For more information, please see <https://www.chi.ac.uk/about-us/policies-and-statements/academic-quality-and-standards>.

## 6. Payment and due dates

- 6.1 Payments can be made via the University's payments webpage at <http://onlinepayments.chi.ac.uk/>. Current students can see all outstanding invoices and make payments by selecting 'Online Payments' in the ChiView portal. For other payment options, students should visit <https://www.chi.ac.uk/study-us/fees-finance/tuition-fees/how-pay-tuition-fees> or contact the Finance Department on [salesledger@chi.ac.uk](mailto:salesledger@chi.ac.uk). **Payments will not be accepted in cash.**
- 6.2 All payments made to and from the University in respect of student fees, fines and other charges must be made in UK pounds 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.
- 6.3 Where the University has an alternative arrangement with a funder, such as Student Finance England (<https://www.gov.uk/contact-student-finance-england>) or with a commercial sponsor, the University will collect fees in accordance with those terms. For students who receive funding from Student Finance England, this will normally mean payments will be collected in three instalments on the dates when the funding is released.
- 6.4 Tuition fees for self-funded students are payable annually in two instalments:
- 6.4.1 Instalment 1 (50%): within two weeks of the beginning of the student's first semester; and
- 6.4.2 Instalment 2 (50%): on the first day of the student's second semester.
- Students may also opt to pay in full in advance.
- 6.5 If a deposit is payable to secure a place on a programme, it must be paid no less than two months before the anticipated start date via <https://www.chi.ac.uk/study-us/fees-finance/tuition-fees/how-pay-tuition-fees>.
- 6.6 Note that exact instalment dates are subject to change. Details for the current academic year are available at <https://www.chi.ac.uk/study-us/fees-finance/tuition-fees>.
- 6.7 Students on non-standard programmes should refer to the payment terms outlined in their offer.
- 6.8 Unless otherwise specified in the licence agreement, standard student accommodation fees are payable in three instalments as follows:
- 6.8.1 Instalment 1 (40%): within two weeks of the beginning of the student's first semester;
- 6.8.2 Instalment 2 (40%): on the first day of the student's second semester; and
- 6.8.3 Instalment 3 (20%): on the first day after the Spring break.
- Students may also opt to pay in full in advance.
- 6.9 Additional accommodation nights booked outside of the standard licence agreement are payable in full in advance.
- 6.10 Unless otherwise specified, accommodation fees are non-refundable and students will remain liable for the fees even if they leave accommodation early.
- 6.11 Other charges and fines are payable in accordance with the relevant terms of service and the University's Academic Regulations.

## 7. Intermision and Withdrawal

- 7.1 Students who wish to withdraw from their course of study may do so, however there are strict time limits and fees will 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 their academic department, the Student Money Advisers and the Finance Department. Fee liability following withdrawal or intermision is as follows:

7.1.1 For undergraduate students who are funded by Student Finance England:

<b>Date of withdrawal or intermission</b>	<b>Fee Liability</b> (in that year, as a percentage of full-year fees)
After you accept your offer, but before you have registered and before your chosen course has started	0%
After you have registered and after your chosen course has started, but before the start of semester two	25%
After the start of semester two, but before the end of the Spring break	50%
After the end of the Spring break	100%

7.1.2 For all other students, including privately-funded students, international students, students withdrawing or intermitting from a full time Postgraduate Taught or any research programme, and any other students:

<b>Date of withdrawal or intermission</b>	<b>Fee Liability</b> (in that year, as a percentage of full-year fees)
After you accept your offer, but before you have registered and before your chosen course has started	Deposit (if any)
After you have registered and after your chosen course has started, but before the start of semester two	50%
After the start of semester two	100%

7.2 Students who return from intermission will be liable for fees based on the proportion of the year they retake, as follows:

7.2.1 For undergraduate students who are funded by Student Finance England:

<b>Date of return</b>	<b>Fee Liability</b> (in that year, as a percentage of full-year fees)
At the start of the academic year (in respect of the relevant programme)	100%
At the start of the second semester	75%
After the start of the second semester	50%

7.2.2 For all other students, including privately-funded students, international students, students withdrawing or intermitting from a full time Postgraduate Taught or any research programme, and any other students:

<b>Date of return</b>	<b>Fee Liability</b> (in that year, as a percentage of full-year fees)
At the start of the academic year (in respect of the relevant programme)	100%
At or after the start of the second semester	50%

## 8. Reminders

8.1 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 or not these reminders are received.

- 8.2 The Finance Department's primary method of communication will be through the student's University-provided '@stu.chi.ac.uk' email address. It is the student's responsibility to access this email address regularly. Failure to check this email address is not an acceptable reason for late or non-payment of fees or charges due.

## 9. Debt Management

- 9.1 Students who do not pay their fees and charges in full as and when required will be subject to the sanctions and debt management procedures which form part of this policy.
- 9.2 Advice and support on financial and other matters is available on a confidential basis from the University's Student Money Advisers, the Student Support and Wellbeing Team, and from the Students' Union.
- 9.3 In applying this Policy, the University 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 a timely, open and constructive dialogue with the University as soon as possible if they are experiencing difficulties. Students should be prepared to provide evidence of any hardship and of their continuing ability to pay.
- 9.4 Students who anticipate (or are experiencing) difficulty making payments should contact the Sales Ledger Team within the Finance Department as soon as possible by writing to salesledger@chi.ac.uk. The Sales Ledger Team will discuss the situation and options with the student and seek to agree to agree a realistic programme of payment, which is within the means of the student and payable over a period of time acceptable to the University.

## 10. Sanctions

- 10.1 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.
- 10.2 If the debt is for tuition fees, or other academic debts, the University may require the student to intermit their studies; withhold progression to the next academic session; terminate the student's registration; withhold any award; and/or prevent the student from participating in their graduation ceremony.
- 10.3 If the debt is for accommodation fees, or associated debts, the University may restrict the student's access to accommodation facilities; and/or terminate the student's licence agreement to occupy University accommodation.
- 10.4 In either case, the University may take such further action as is necessary to recover the debt, which may include (without limitation) to the referral of individual cases to a debt collection agency and/or enforcement through the appropriate courts. Any additional costs of enforcement will also be sought from the student.

**If a County Court Judgment (CCJ) is registered against a student, the students' future ability to obtain credit will be affected. This includes the ability to enter into a mobile phone contract, borrow from banks and lenders (including mortgage lenders), or enter into any rental contract.**

- 10.5 Where a student has a visa that is dependent on their continued studying, any of the above sanctions may also be reported to UK Visas & Immigration in accordance with the University's visa sponsorship licences and may affect the student's right to be in the UK.

## 11. Financial awards

- 11.1 Where a student qualifies for a University financial award (e.g. bursary, scholarship or hardship funds), the University reserves the right to use the monies from any award to settle any or all overdue debts which may be outstanding to the University.

## **12. Complaints**

- 12.1 Where a student has made a complaint relevant to any non-payment, this will not normally prevent ongoing sanctions or enforcement action. However, once notified, the Finance Department will liaise with other departments and may take the complaint into account if appropriate.

## **13. Refunds**

- 13.1 Fees, charges and fines are normally non-refundable, other than in the circumstances set out below. No fee waiver may be agreed other than in exceptional circumstances and with the express written agreement of the Deputy Vice-Chancellor (Student Experience).
- 13.2 All refunds are at the discretion of the University. Payments are returned to source. For fees that are paid by credit or debit card (either online or offline) refunds will be credited back to the card charged with the original payment. The University will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred. 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.
- 13.3 In the unlikely event that the University becomes unable to deliver all or part of a programme due to circumstances beyond its control (force majeure) and/or due to insolvency or an equivalent position, it will seek alternative arrangements as set out in the University's Student Protection Plan, available at <https://www.chi.ac.uk/about-us/policies-and-statements/academic-quality-and-standards>.
- 13.4 In extreme cases, a lack of suitable alternatives may mean that the University has to terminate a student's course of study unilaterally. In such cases, a commensurate refund will be given in accordance with the University's Student Protection Plan.
- 13.5 Any such refund will be subject to any legal requirements placed on the University by any statutory or equivalent process. In calculating the amount of the refund, the above structures will apply, subject to such modification as the Deputy Vice-Chancellor (Student Experience) shall reasonably determine, taking into account (amongst other elements) the timing of the decision, the impact on the student(s), and the alternative arrangements available in the circumstances.
- 13.6 The University will also provide appropriate compensation where this is fair and reasonable and where it is not prohibited from doing so. For example, the University would consider providing transport or funding for transport if the alternative arrangements mean that students are taught in a different location.
- 13.7 Students who wish to enquire about a refund or compensation, should contact the Sales Ledger Team in the Finance Department in the first instance, who will help direct your query.
- 13.8 Any complaints about this process should be directed to the Director of Finance or the Deputy Vice-Chancellor (Student Experience).

## **14. Governance**

- 14.1 The Director of Finance has overall responsibility for this policy. The Head of Financial Services is responsible for the effective operation of debt management procedures. All staff are expected to be familiar with this policy and to contribute to its effective implementation.

## **15. Exceptions**

- 15.1 Exceptions to this policy may only be authorised by the Deputy Vice-Chancellor (Student Experience) or the Director of Finance, or their nominated delegates.