

# Student Debt Policy

## Version control history

Version Number	Approval sought by	Approval received from	Approval date
V 7.0	Clare Butcher	Alan Houston	January 19
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## 1. Introduction

### Background / Principles

- 1.1 Students form the University's largest group of customers and are liable to the University principally for tuition fees and accommodation licence fees. The University acting in good faith will only raise additional charges to students which are valid and for which the student has received reasonable notification from the University. The student acting in good faith will pay all sums arising, as notified by the University, that are owed to the University.
- 1.2 It is recognised that a large proportion of students are young adults and that tuition fees and accommodation licence fees are of significant value. It is probably the first time that many students have needed to handle such high value transactions.
- 1.3 On occasion factors beyond a student's control can change their financial circumstances significantly notwithstanding the fact they had a sound financial plan in place when embarking on their studies. In recognition of this the University provides some financial support for students in this position via the Access to Learning Fund (for home students) and the Hardship Fund (for international students).
- 1.4 It is recognised that if a student has significant overdue debt with the University and no reasonable prospect of being able to pay, then it is not in the student's best interests to permit them to amass more debt without addressing the problem.
- 1.5 Within nine (9) months of the start of the academic year Home Undergraduate students are entitled to change their mind as to whether they will pay tuition fees personally or take out a loan from the Student Loans Company: this relates to the method of payment only, not the timing of payment under normal circumstances. Home Undergraduate students cannot apply for University Hardship Support if they have not taken out a Student Loans Company loan.
- 1.6 Generally, where a sponsor is to pay on behalf of a student, but fails to do so, then the student will be held personally liable for the payment. The responsibility for acting as an intermediary and ensuring adequate information is provided to both the University and the sponsor rests with the student.

- 1.7 There will be occasions when a refund is due to be made by the University to the student. Any refunds will be processed in accordance with the University's [Anti-Money Laundering Policy](#).<sup>1</sup>

## **Scope**

- 1.8 This policy applies to all amounts owed by students at the Maintained Colleges and tuition fees owed by students at the Independent Colleges.

## **2. Objectives**

- 2.1 To explain in an open, transparent and accessible way how the University will treat students who have outstanding debt owed to the University.
- 2.2 To demonstrate what actions students can take to mitigate any steps likely to be taken by the University to recover outstanding debt.
- 2.3 To apply a student debt policy that is "firm but fair"; that encourages all students to pay in a timely manner, but has the flexibility to recognise and respond appropriately when this is not possible because of a genuine difficulty.

## **3. Student Debt Policy Statements**

### **3.1 Operational**

#### **Late payment administration charge**

- 3.1.1 The terms of payment for the accommodation licence fees and tuition fees for full time students are thirty (30) days into the Michaelmas Term and fourteen (14) days into the Epiphany and Easter Terms. The terms of payment for tuition fees for part time students are payment in full within thirty (30) days of the date of the invoice or in instalments by direct debit.
- 3.1.2 Students who pay late may be charged an Administration Charge as set out in Appendix A.
- 3.1.3 The Administration Charge will be applied a reasonable period of time into term when the University's debt collection costs to date are starting to accumulate.
- 3.1.4 Students who contact their College or the Finance Service before the payment due date and have reasonable grounds for requesting more time to pay will be given an extension as set out in Appendix A. This will be reflected in the finance system using the 'promise to pay' functionality; please note that where the promise to pay relates to a partial value of the

balance due the finance system may issue automated reminder credit control emails (produced every 14 days) in the meantime.

- 3.1.5 The Student Support Office in the relevant College will be informed of any students who are about to incur an Administration Charge so that they can target support to those students accordingly.
- 3.1.6 The University will be transparent in operating this policy, and information will be provided to students explaining that the Administration Charge will be levied if payment is not made in a timely manner.
- 3.1.7 Students will only be able to appeal against the Administration Charge if they can demonstrate a deficiency in the communication process or if they can demonstrate that they began the payment process on or before the deadline date. This is to recognise that some payment methods are quicker than others at providing confirmation of payment to the University.
- 3.1.8 Students may also appeal against the Administration Charge to the Head of Financial Services (or appropriate delegate) in the Finance Service if there are any other mitigating circumstances which could not be explained before the due date as in 3.1.4 above.

#### **Students withdrawn by the University for non-payment of tuition fees**

- 3.1.9 Under the University's Regulations students are not permitted to carry debt over from one term to another term.
- 3.1.10 Students who owe money for tuition fees will be identified at the end of each term and a series of warning letters / emails. See Appendix B.
- 3.1.11 Heads of College will be provided with a list of students who have been sent Letter 2 by the Finance Service so that they may take possible action: e.g. offer local support, pass to the Finance Service any relevant information held locally; reinforce the message to the student that this is a very serious matter.
- 3.1.12 Academic Heads of Department will be advised which students have been sent Letter 2 so that they may take possible action: e.g. pass to the Finance Service any relevant information held locally; reinforce the message to the student that this is a very serious matter; or take note that their student may be withdrawn.
- 3.1.13 Students will be permitted an alternative payment plan at any time provided it is reasonable and realistic. If a student fails to meet this plan the whole of the outstanding debt may become due immediately and the student will be treated in the same way as any other non-paying student at that time i.e. as set out in Appendix A and Appendix B.

- 3.1.14 Students who do not pay tuition fees owed to the University will be withdrawn and the debt will be pursued using external debt collection agencies in the same way as for commercial debt.
- 3.1.15 Students can be reinstated at the University if they pay the debt that is owed at that time plus a reinstatement fee as set out in Appendix A.
- 3.1.16 The University is obliged to inform the UKVI if an overseas student is withdrawn as the student will no longer be eligible to stay in the UK. The University will inform the UKVI of the withdrawal after a period thirty (30) days from the date of withdrawal from the University.

**Immediate termination of Licence to Occupy University Accommodation by the University for non-payment of Accommodation Licence Fees**

- 3.1.17 Students who are to live in college enter into a Licence to Occupy University Accommodation (the Licence). This Licence can be terminated if payment of the Licence fee has not been made twenty (20) working days after the due date.
- 3.1.18 Twenty (20) working days after the due date a letter will be sent from the Credit Control team within the Finance Service to all students who have neither paid their Licence fees nor made alternative arrangements to pay, advising them that their Licence may be terminated. Students will be encouraged to make suitable arrangements to pay.
- 3.1.19 Five (5) working days later a letter will be sent from the Finance Service to all students who have neither paid the Licence fees nor made alternative arrangements to pay; advising them that the matter will now be passed to Legal Services and formal action will be taken.
- 3.1.20 The finance system credit control functionality issues reminder emails every 14 days following the payment due date, unless otherwise affected by a promise to pay affecting the full balance due; where a promise to pay is not agreed but payment is not made to reminder emails will recommence and be sent every 14 days after the agreed payment date.
- 3.1.21 Students will be permitted an alternative payment plan at any time provided it is reasonable and realistic. If a student fails to meet this plan the Licence will be terminated and the student given the appropriate notice as described above to leave their University Accommodation.
- 3.1.22 Any student required to move out of University Accommodation prior to expiry of the Period of Occupancy as is defined in each student's Licence will be required to pay the 'Early Termination Fee' as set out in clause 8 of the Licence to Occupy University Accommodation. In all cases this charge may be relaxed according to the discretion of the Head of College (or their delegates) if the circumstances of the student suggest that it is appropriate to do so (e.g.: illness or change in financial circumstances).

## **Debt holds**

3.1.23 A debt hold can be placed upon a student's account so that they cannot register for the following academic year. The hold will be applied in the first instance with respect to any overdue debt as at the time of registration for the coming academic year opens.

3.1.24 Students for whom the debt is not academically related will be asked to contact a College Finance representative to discuss the debt and agree how it is to be paid. Any dispute about the debt should be raised in this discussion. The debt hold will be released if the debt relates only to University Accommodation and a payment plan has been agreed.

## **Graduation**

3.1.25 Under the University's Regulations students will not be permitted to attend a Congregation ceremony or receive a degree parchment if they have any outstanding tuition fee debt owed to the University.

3.1.26 As part of the preparation for Congregation, a congregation hold will be applied to the Banner student record for any student who has any debt to the University. The student will be advised to contact the Finance Service and to make payment in order to proceed: Banner will be updated when the receipt clears the debt.

3.1.27 Students who are due to graduate and who have any outstanding tuition fee debt at the start of the Easter Term will be identified and contacted in writing to explain that they must pay in order to graduate. Note standard debt letters will have been sent the day after the due date and every fourteen (14) days thereafter.

## **Deposits / Advance Payment**

3.1.28 The University requests a deposit / advance payment in the following circumstances:

- Tuition fee deposit: payable by overseas postgraduate taught students
- Course deposit: payable as advertised on our website at [durham.ac.uk](http://durham.ac.uk)
- University Accommodation advance payment: payable as specified in the Accommodation Licence Agreement.

3.1.29 The deposit / advance payment received will be held on the student's customer account ready to be applied to the invoice for tuition fees or accommodation licence fees when raised in the coming financial year.

3.1.30 Students will be given a "cooling off period" during which they can cancel their contract with the University. The cooling off period is seven (7) days from the day after the date of the contract provided the student will be given the following information in a clear form:

- The University's identity and, where the contract requires payment in advance, the University's address

- The price and general description of the services
- The arrangements for payment
- The arrangement for delivery or performance of the services
- The existence of a right of cancellation
- Delivery costs (if appropriate)
- Information about any after sales services and guarantees (if appropriate)
- The name and address of persons to whom complaints may be addressed.

3.1.31 The following wording will be included in an offer letter along with the information above:

“Upon receipt of [your letter containing the deposit] there will be a contract between us. You have the right to cancel the contract within seven (7) days starting from the day upon which we receive your letter. You may cancel the contract using any written form; email, fax or post, but it must reach us within the correct time frame. Please note that if you have already started the course when our contract starts there will be no right of cancellation. Upon a proper cancellation your deposit will be refunded.”

The deposit is a vital tool to identify commitment and so forecast and plan the coming year’s intake of students.

3.1.32 Once the cooling off period has expired the tuition deposit refund may only be returned to a student where:

- the student is unable to obtain a visa; or
- they fail to meet the academic entry requirements set as a condition of their entry to the University; or
- a serious and evidenced medical condition means they are unable to attend.

Where a student requires a refund of their deposit during the cooling off period they should contact the Finance Service or [accounts.receivable@durham.ac.uk](mailto:accounts.receivable@durham.ac.uk).

Where a student requires refund of their deposit after the cooling off period has ended (and meets the criteria outlined above) they should contact <https://www.durham.ac.uk/study/ask-us/> or [Ask Us - Durham University](#) and complete the online web form.

If a student registers and attends the University, even for one day, the deposit becomes a part payment towards the invoice for tuition fees or accommodation licence fees and their payment balance is adjusted accordingly.

The University Accommodation advance payment is non-refundable.

### **Voluntary withdrawal, suspension or concession**

3.1.33 It is recognised that some students will not settle at the University and wish to withdraw voluntarily from their course. Likewise, a small number of students seek a suspension of studies or a concession to return at a later date. Where this occurs a proportion of the normal

tuition fee charge will be made as set out below. In all cases this charge may be relaxed according to the discretion on the Academic Registrar or Chief Financial Officer (or their delegates) where the circumstances of the student suggest that it is appropriate to do so (e.g.: serious and evidenced illness or change in financial circumstances).

- 3.1.34 If a full time or part time student withdraws before 1<sup>st</sup> December in their first year of study they do not have to pay any tuition fee. If they have made payment they will be refunded all amounts paid including any deposits by the same payment method as the original amount was received (See 3.1.36). (**Please note** that the full time MBA is an exception to this rule because of the exceptionally high costs are incurred by the University during the induction period of the course.)
- 3.1.35 If the Finance Service is notified that a full time or part time student withdraws on or after 1<sup>st</sup> December in their first year of study the student is liable to pay one third of the annual tuition fee for each term started. Undergraduate students paying their tuition fees with a SLC loan are an exception to this rule to reflect the SLC process: if the student withdraws after the start of the third term they are liable for the full tuition fee; if the student withdraws after the start of the second term they are liable for 50% of the annual fee and if the student withdraws on or after 1<sup>st</sup> December they are liable for 25% of the annual fee.
- 3.1.36 The Academic Office may authorise and process concessions and will notify the Finance Service of such arrangements by updating the Student Records System (Banner) as soon as possible.
- 3.1.37 If the Finance Service is notified that a student has an agreed they are expected to pay for a full course, i.e. nine or twelve terms depending on the period of study. They may pay the full fee in the year they suspend, or the concession is applied and no fee in the year they return; or they may pay a proportion of each year's fee provided the sum of the proportions is one full fee. If they are paying by SLC loan then the SLC process will determine how much is to be paid when.
- 3.1.38 If the Finance Service is notified that a part time student has a concession or suspension they must pay for six part years (assuming it is a three year full time course). They may pay the full part time fee in the year they suspend study and no fee in the year they return; or they may pay a proportion of each year's part time fee provided the sum of the proportions is one full part time fee. If they are paying by SLC loan then the SLC process will determine how much is to be paid when.
- 3.1.39 Unless the Finance Service has been notified that a student has a concession for compelling personal circumstances, full tuition fees will be charged.
- 3.1.40 The same approach is taken with students who commence a course of study mid-year in January or April rather than an October starter. Students who withdraw during the first eight (8) weeks do not need to pay their tuition fees, but any withdrawal thereafter incurs a pro rata charge for each term started.

3.1.41 The last date of attendance is the date used **in all cases** to calculate how much tuition fee is owed by a student when they withdraw from the University. The date of withdrawal is used for other purposes, e.g. student maintenance loan.

3.1.42 It is recognised that under certain circumstances students may need, wish or be required to move out of University accommodation prior to expiry of the Period of Occupancy as is defined in each student's Licence to Occupy University Accommodation. Under such circumstances, students leaving University Accommodation will be required to pay the 'Early Termination Fee' as set out in clause 8 of the Licence to Occupy University Accommodation. In all cases this charge may be relaxed according to the discretion of the Academic Registrar or Chief Financial Officer (or their delegates) where the circumstances of the student suggest that it is appropriate to do so (e.g. serious and evidenced illness or unforeseen change in financial circumstances).

#### **Voluntarily move out of College accommodation**

3.1.43 Where a student voluntarily moves out of College accommodation prior to expiry of the Period of Occupancy as is defined in each student's Licence to Occupy University Accommodation but remains a student of the University they will be required to pay the 'Early Termination Fee' as set out in clause 8 of the Licence to Occupy University Accommodation. In all cases this charge may be relaxed according to the discretion of the Academic Registrar or Chief Financial Officer (or their delegates) where the circumstances of the student suggest that it is appropriate to do so e.g. illness or change in financial circumstances.

#### **Student with overdue debt wishing to return to study**

3.1.44 A student who has any overdue debt owed to the University is not permitted to return to study (even on a different course or mode of study).

## **3.2 Roles and Responsibilities**

#### **Definition of roles and responsibilities**

3.2.1 The Head of Financial Services (or appropriate delegate) will take responsibility to ensure that the policy is implemented consistently by all staff in the Finance Service including those based at Colleges.

3.2.2 Heads of College will:

- support this Policy locally in their College
- upon receipt of a list of recipients of Letter 2 (3.1.11) alert the Finance Service immediately to any relevant information that would require the Finance Service not to send Letter 3 to an intended recipient



- consider the list of students who have not paid their accommodation licence fees fifteen (15) working days after the due date (3.1.19) (see Appendix B).

3.2.3 The Head of Student Registry and Academic Registrar will:

- support this policy
- upon receipt of a list of intended recipients for Letter 3 (3.1.14) alert the Finance Service immediately to any relevant information that would require the Finance Service not to send Letter 3 to an intended recipient
- upon receipt of a list of intended recipients for Letter 4 (3.1.14) alert the Finance Service immediately to any relevant information that would require the Finance Service not to send Letter 4 to an intended recipient (see Appendix B).

3.2.4 The Academic Registrar and Chief Financial Officer (or their delegates) will exercise discretion for tuition fees and accommodation licence fees arising where there is a withdrawal, suspension or concession and the circumstances of the student suggest it is appropriate to do so; for example, where there is a serious and evidenced medical condition which means a student is unable to attend and requests a deposit to be refunded.

3.2.5 College Student Support Offices will support the policy locally and communicate carefully with students in financial difficulty.

3.2.6 Academic Heads of Department will support the policy locally and take relevant action with respect to students who have academic related debt and may be withdrawn.

3.2.7 Student Advisors at the Palatine Centre will explain this policy to students as required when answering queries.

### **Staff Training**

3.2.8 The Head of Financial Services (or appropriate delegate) will ensure that all staff in the Finance Service (including those based at Colleges) are trained in this policy. This will happen as part of the Student Billing annual planning cycle communications. Any changes will be brought to the attention of relevant staff by the Head of Financial Services (or appropriate delegate).

### **Authorisation levels**

3.2.9 The authorisation levels for the write-off of bad debts are set out in Appendix A.

### **Queries**

Queries about the Student Debt Policy can be directed to the Head of Financial Services via email to [credit.control@durham.ac.uk](mailto:credit.control@durham.ac.uk).

## Appendix A

### Student debt limits and other details arising from the policy

#### Administration charges\*

Ref	Description	Credited to	Value
3.1.2	Late payment of tuition fees	Student Opportunities Fund	£70
	Late payment of accommodation licence fees	College hardship fund	£70

Ref	Type of income	Who may give extension*	Period of extension
3.1.4	Accommodation licence fees and tuition fee	College Finance Assistants	Up to one week
		College Finance Officers and Student Services (Finance) staff	Up to two weeks
		College Senior Tutor or other College representative, Head of Financial Services (or appropriate delegate), Credit Control Assistant Manager and Student Services Assistant Manager	More than two weeks
	ALF Hardship Loans	Student Immigration & Financial Support	Discretionary

\*Please note that only the Finance Service can administrate charges, payment promises and extensions: those in this table must notify the Finance Service immediately of any permitted extensions.

#### Students withdrawn by the University for non-payment of tuition fees

Ref	Description	Credited to	Value
3.1.15	Reinstatement fee	Student Opportunities Fund	£200

#### Authorisation levels for the write off of bad debts

Ref	Bad debt write-off limit	Who may authorise
3.2.9	Up to £10,000	Head of Financial Services (or appropriate delegate)
	>£10,000	See Scheme of Delegation for Financial Responsibility

## Appendix B

### Students withdrawn by the University for non-payment of tuition fees

Warning letters to be sent from the Finance Service on behalf of Senior Managers within the University

Ref	Document	Sent on behalf of	Reported to	Indicative Timings*
3.1.9	Letter 1	Head of Financial Services		End of term
	Letter 2	Finance Director	Head of College and Head of Academic Department (notified after issue)	Two weeks later
	Letter 3	Head of Student Registry	Academic Registrar (notified <b>before</b> issue), College Student Support Office and Head of Academic Department (notified after issue)	Two weeks later
	Letter 4	Academic Registrar to withdraw from the University	Head of Student Registry (notified <b>before</b> issue), College Student Support Office and Head of Academic Department (notified after issue)	< Two weeks later

\*These timings are indicative e.g. Letter 1 will not be sent for debts owed from the Michaelmas Term until after the Christmas period. The period between letters sent for debts owed from the Easter Term will be extended, but will be complete by the start of the new academic year.