

**Birmingham City University**  
**Credit and Refund Policy – effective from 2017/18**

## **1. Introduction**

This policy sets out how the University calculates refunds and reductions to fees for students who have enrolled on a course or programme of study.

The policy also provides guidance for:

- Dealing with fee waivers or bursary payments that may require cancellation or withdrawal after they have been given
- Cases where the University does not pay fee waivers or bursaries
- Credit and refund requests for non-tuition fees
- Credit and refund requests made by commercial and non-student customers

## **2. Tuition Fee Refunds and Charges**

You should tell your faculty as soon as possible and before the start of term if applicable/possible, if you wish to claim a reduction or cancellation of tuition fees, or a refund of payments for the following reasons:

- Leaving the course without completing the full study programme
- Not starting or attempting the course or programme
- Interrupting your study
- Returning from an interruption of study
- Withdrawing from your course
- Transferring to another programme within the University
- Transferring to another university or teaching establishment

The University will tell you if you are eligible for a refund and calculate your refund or your continuing fees.

There may be cases where circumstances are beyond your control; these are known as 'extenuating circumstances'. If you believe you have extenuating circumstances your request in writing together with any supporting documentation needs to be sent to your faculty or the department providing the service.

For details of the university's charges, please refer to Appendix A: Credit and Charging Matrix, also available via the following link: <https://icity.bcu.ac.uk/Finance/Accounts-Receiveable>

### When is a refund due?

- If an applicant cancels their place within the 14 day cooling off period pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which is normally applicable following acceptance of the offer and again following enrolment. Unless the course has already started (see below), any tuition fees and deposits already paid will be returned in full.
- Where the course has already started prior to the student cancelling within the 14 day cooling off period referred to above, the University will provide a refund but the student will be liable to pay a proportion of the tuition fees on a pro rata basis to cover the period from the start of the course to the date of cancellation which will be deducted from the refund provided.
- If a student withdraws from a course within two weeks of the course start date the University will cancel all tuition fees in full and will return any fees paid (including any deposit) in advance to the person or organisation that originally made the payment (**This does not apply to students studying modular courses (see 3.7 below).**)
- Where a student withdraws from a course and it is outside the above 14 day cooling off period or the 2 weeks after the course start date then the amount of refund will depend on the point at which the withdrawal is recorded on the students account (see term dates and refund categories below).
- A full refund is given if the University cancels the chosen course of study and cannot offer a suitable alternative.
- Where exceptional circumstances apply which as a matter of fairness, require the University to refund all or part of the tuition fees paid.

As set out above, the University will refund the tuition fee deposit where an applicant cancels within the 14 day cooling off period. The University will also refund an applicant's tuition fee deposit where the reason for not taking up the accepted place on the University programme is deemed by the University in its absolute discretion to be genuine and outside of the applicant's control, such as in the following circumstances:

- For International students where a student visa application is rejected in writing by the Embassy/High Commission, subject to the provisions relating to fraudulent applications below. Should a visa application be rejected, the University requires the applicant to provide:
  - A request in writing for a refund
  - A copy of the full Visa Rejection Notification from the High Commission
- Where the applicant fails to meet the University's academic entry requirements
- Where there are exceptional circumstances beyond the applicant's control such as illness or death of an immediate member of family

An application for this type of refund must be supported by Certified Documents such as a Doctor's certificate and / or relevant documents verifying the situation. Decisions regarding exceptional circumstance refunds are at the discretion of the Head of Admissions and Conversion in the International Office for the International students.

- In the event of a default by the University due to the following circumstances:
  - when the University does not offer a course on the advertised start date
  - when the University terminates a course after the course start date and before the course completion date
  - when the University does not provide a course as advertised, due to circumstances beyond its control

In order to protect the interests of genuine students and the University, refunds **will not** be given in the following circumstances:

- **For International students, once the applicant/student has arrived in the UK or after the commencement date of the course**, save as where the University considers in its absolute discretion for exceptional circumstances to be applicable.
- For International students, if the UKVI has cancelled a visa as a result of a **breach of visa conditions**, or if a visa application is refused by the UKVI because the UKVI concluded that the application was made using **falsified documents**.
- Similarly, for International students where the UKVI or the University has determined that **fraudulent documents are used or submitted** at any other stage of the process including at the time of application or enrolment.

Any requests for refunds for International students should be sent to Nicola Lawley, Head of Admissions and Conversion, International Office, [nicola.lawley@bcu.ac.uk](mailto:nicola.lawley@bcu.ac.uk).

Any requests for refunds from home/EU students should send their claims for a refund to their relevant faculty for initial approval and in line with its obligations under UK Money Laundering legislation the University is unable to make any refunds in cash. The University also reserves the right to refuse or reject any financial transaction where the University are unable to identify or trace the origin of the payment made.

**Please note that if the University needs to make a refund the University will return funds to the person or organisation that originally made the payment. This means that student fees paid by sponsors, parents or any other individual (apart from the student) cannot be refunded to the student. Unless there are exceptional circumstances.**

Where a student has withdrawn before the period of study is completed, all tuition fee refunds are calculated on the gross tuition fee (i.e. the published fee) rather than the fee after a fee waiver, reduction or discount has been applied to a student's account.

In line with its obligations under UK Money Laundering legislation the University is unable to make any refunds in cash. The University also reserves the right to refuse or reject any financial transaction where the University are unable to identify or trace the origin of the payment made. **Refunds will be processed within 30 days of Finance receiving the request. Please note the University can only make**

refunds to the person or organisation that originally made the payment unless there are exceptional circumstances.

### **2.1 The no charge rule for tuition fees**

If you withdraw from the course within two weeks of the course start date the University will cancel all tuition fees in full and will return any fees paid in advance to the person who originally paid.

**This does not apply to students studying modular courses (see 3.7 below).**

### **2.2 Cancelling the contract within the 14 day cooling off period**

If an applicant cancels their place within the 14 day cooling off period pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which is normally applicable following acceptance of the offer and again following enrolment, unless the course has already started (see below), any tuition fees and deposits already paid will be returned in full.

Where the course has already started prior to the student cancelling within the 14 day cooling off period referred to above, the University will provide a refund but the student will be liable to pay a proportion of the tuition fees on a pro rata basis to cover the period from the start of the course to the date of cancellation which will be deducted from the refund provided.

## **3 Term Dates and Refund Categories**

The University will confirm if you are eligible for a refund and calculate your refund based on when you withdraw from the course during the academic year.

The actual start dates for studies will vary across the University depending on the length and teaching programme in line with the academic calendar for the course or programme. The faculty delivering the study programme will confirm the term dates and the level of tuition fees applicable. These details can be found on the individual course pages on the University's website at <https://www.bcu.ac.uk/courses>.

The table below sets out the cut off periods for each term for charging purposes. **Term dates are based on the first working day of a new term. Any date prior to that first working day is treated as the previous term for the purposes of cut off periods.**

**Table 1**

September 2017 Intake	Term Dates for charging purposes
Term 1	Course start date up to 31.12.2017
Term 2	01.01.2018 up to 31.03.2018
Term 3	01.04.2018 up to 31.07.2018

January 2018 Intake	Term Dates for charging purposes
Term 1	Course start date up to 31.03.2018
Term 2	01.04.2018 up to 31.07.2018
Term 3	Course start date up to 31.12.2018

### 3.1 Further Education and Undergraduate Level Students (Home and EU)

Please see the categories set out below.

- **FE** - Further Education aimed generally at 16-18 year old students or any course that carries accreditation below or leading up to undergraduate level.
- **Undergraduate level** – all students charged at home fee status, therefore excluding any fees charged as international status.
- **Postgraduate Level** – courses that are registered for SLC funding only.
- **ELQ** – Equivalent Learning Qualification, where a student studies at an undergraduate level and already has a qualification at the same level.

If you are studying at undergraduate level the University will charge you in line with its standard term dates regardless of funding source or who is paying your fees, which are set out in table 2 below.

**Table 2**

This table applies to Student Loan Company (SLC) funded students only

	Term one	Term two	Term three
SLC Liability and Funding Periods September 2017 Intake	Course start date	01/01/2018	01/04/2018
SLC Liability and Funding Periods January 2018 Intake	Course start date	01/04/2018	01/07/2018

The above does not apply to you if you are:

- on a modular course (see item 3.7)
- taking a short course (see item 3.6)

**Table 3**

This table applies to a Standard undergraduate taught period and confirms the amount of tuition fees that students must pay if they withdraw, interrupt or transfer on or after the first working day of a new term. Any date prior to that first working day is treated as the previous term.

	Term one	Term two	Term three
Amount of tuition fees	25% of fees to pay	50% of fees to pay	100% of fees to pay

For example, if you withdraw during term two, you will have to pay 50% of your tuition fees.

This tuition fee charge rule applies to you if you pay your tuition fees in any of the following ways:

- If you are self-funding paying directly or via a parent or guardian to the University.
- Students who have applied for and secured full or partial funding via the Student Loan Co (SLC), including those studying at postgraduate level where funding is confirmed.
- If you are a sponsored student funded by an employer or third party organisation. A sponsor is a company, government body, employer, charitable or third party non-domestic organisation; a relative, individual or friend is **not** deemed an official sponsor.

### 3.2 Postgraduate and Professional Level Students (Home and EU)

If you are studying a course at postgraduate level regardless of who is paying your tuition fees, the University will charge you in line with our standard term dates that are published. See Table 1 above for a **standard 33 or 48 week taught period**

**Table 4**

	Term one	Term two	Term three
Amount of tuition fees	33% of fees to pay	66% of fee to pay	100% of fees to pay

This tuition fee charge rule applies to you if you pay your tuition fees in any of the following ways:

- If you are Self-funding paying directly or via a parent or guardian to the University.
- If you are a Sponsored student funded by an employer or third party organisation. A sponsor is a company, government body, employer, charitable or third party non-domestic organisation; a relative, individual or friend is **not** deemed an official sponsor.
- If you are a SLC funded postgraduate student, the University will charge you in line with Table 1.

This rule does not apply if you are:

- on a modular course (see item 3.7)
- on a short courses (see item 3.6)

### 3.3 International Students

If you are an international student the University will charge you an international fee each term in line with your course delivery as decided by the faculty providing the course or study programme. The dates in Table 1 are **for guidance only** based on our standard academic calendar. Where there are variations from these dates, the faculty delivering the study programme will confirm the fees payable based on the actual date of the change in study in line with their academic calendar for the course or programme. See table 5 for a standard 33 or 48 week taught period.

**Table 5**

	Term one	Term two	Term three
Amount of tuition fees	33% of fees to pay	66% of fees to pay	100% of full fees to pay

This tuition fee charge rule applies to you if you pay your tuition fees in any of the following ways:

- If you are self-funding paying directly or via a parent or guardian to the University.
- If you are a sponsored student funded by an employer or third party organisation. A sponsor is a company, government body, employer, charitable or third party non-domestic organisation; a relative, individual or friend is **not** deemed an official sponsor.

This rule does not apply if you are:

- on a modular course (see item 3.7)
- on a short courses (see item 3.6)

### **3.4 Research Students**

#### **3.4.1 New or Continuing Research Students (Non-Final Year)**

Research degree students may enrol in September or February (or, extraordinarily, in May) each academic year. Study is research rather than attendance based so the exact date when you withdraw can be difficult to calculate. In order to allow a fair and practical solution, the University will calculate the amount of fees you have to pay and whether you are entitled to a credit / refund on a pro rata basis depending on the actual date you withdraw, interrupt or transfer your study programme, using the table below.

Table 6

	<b>Study Change Occurs</b>	<b>Fee Liability</b>		<b>Study Change Occurs</b>	<b>Fee Liability</b>		<b>Study Change Occurs</b>	<b>Fee Liability</b>
<b>Start Date Sept 2017</b>	Within 2 weeks of course start	No Fees Due	<b>Start Date Feb 2018</b>	Within 2 weeks of course start	No Fees Due	<b>Start Date May 2018</b>	Within 2 weeks of course start	No Fees Due
	01/09/2017 to 30/11/2017	25% of fees		01/02/2018 to 30/04/2018	25% of fees		01/05/2018 to 31/07/2018	25% of fees
	01/12/2017 to 28/02/2018	50% of fees		01/05/2018 to 31/07/2018	50% of fees		01/08/2018 to 31/10/2018	50% of fees
	01/03/2018 to 31/05/2018	75% of fees		01/08/2018 to 31/10/2018	75% of fees		01/11/2018 to 31/01/2019	75% of fees
	01/06/2018 to 31/08/2018	100% of fees		01/11/2018 to 31/01/2019	100% of fees		01/02/ 2019 to 30/04/2019	100% of fees

### 3.5 Externally Funded and Full Cost Courses

#### 3.5.1 Externally Funded

For those courses where the University must follow the fee payment terms and charging policies imposed by an external organisation (e.g. the Law Society) as a condition of running that course, the University will charge you in line with the external organisation's regulations. In such cases, those regulations will override this policy and the University will use the regulations to confirm the amount payable.

#### 3.6 Students on Short Courses

These are courses which do not give an award or courses that do not run longer than 15 weeks. Save as in exceptional circumstances, the University does not consider a full credit or refund in the following circumstances:

- Save as when 2.2 applies, if the course has started and you have taken part or started studying.
- If the University cannot recover the costs the University have incurred preparing for the course.

The faculty or department delivering the programme must confirm instances where credits and refunds may apply; the budget holder responsible for course provision will be responsible for advising the Accounts Receivable Manager of instances where it is appropriate to cancel fees. The University will deduct any administration fees or overheads reasonably incurred by the University from the credit or refund due.

#### 3.7 Students on Modular Courses

If you are charged on a module by module basis (including students on a distance learning course), the rules below apply for charging, cancellations and refunds. Please note: the Two Week No-Charge Rule will not apply to you, as detailed in item 2.1.

If you withdraw **after** a module start date and you have attended, engaged or taken part in the module in any way, you must pay in full for the module and will not be eligible for a refund or cancellation save as in respect of the refund set out at 2.2 above where applicable

If you withdraw **before** a module start date or you have not attended, engaged or taken part in the module in any way, the University will cancel the module charge in full and you will be eligible for a refund if you have already paid us.

If you deselect a **before** a module start date and you have not attended, engaged or taken part in the module in any way, the University will cancel the module in full and you will be eligible for a refund if you have already paid us.

#### 3.8 Distance Learning

If you are studying a University distance learning course or programme, the University will charge you on a module by module basis as stated in item 3.

If you are studying by distance learning and need to pay a block fee assessment, the University will charge you as follows: All durations of study where Block Fee assessment takes place (not module based charges)

<b>Table 7</b>	Term one	Term two	Term three
	Start date	Start date	Start date
Amount of tuition fees	33% of fee liability	66% of fee liability	100% of fee liability

#### 4. Registration, Residential and Other Tuition Related Fees

##### 4.1 Registration Fees

For courses where the University must follow an external organisation's fee payment or registration requirements, the external body will be responsible for cancellations or refunds. If you withdraw or take an interruption of study from a course, you will have to pay registration fees and these are non-refundable.

##### 4.2 Residential and Other Course Fees

Subject to 2.2 above, if you withdraw or interrupt a study programme which involves a residential, the University will only refund your residential fees if you withdraw before the residential trip has taken place.

You are not eligible for a refund of residential fees once a residential has taken place. The University will charge you for any costs the University incurs if you cancel.

Your faculty should forward refunds for other fees to the Accounts Receivable Manager once they have been approved by the Executive Dean or approved nominee.

#### 5. Returning from an Interruption to Study or Resuming a Course or Study programme

If you are temporally interrupting your studies you may still be entitled to a credit or a refund but the credit or refund will remain on your account until you return.

So if you are returning from a temporary interruption to continue the remaining year of your course or programme within the same academic or a subsequent academic year the retained balance of monies paid will be reapplied to any outstanding balance of fees charged on your return. **The fees charged will be those fees that are applicable when you return.**

Please note the University will charge you at the fee rate applicable for the year in which the interruption occurred.

**If you return and re-take any study previously delivered, or repeat any aspects of the course or programme already undertaken, the faculty reserves the right to re-charge any elements already delivered that you choose to re-take or need to re-take in order to complete the course. This may result in an increase to overall cost of the original course or programme, if repeat study is necessary for course completion or revision purposes.**

## **6. Transferring Study**

### **6.1 Transferring within Birmingham City University**

If you transfer during the academic year the University will charge you in line with the terms set out in item 3, as applicable depending on the student and study type. The University will calculate charges for the amount due based on the time spent on each course and when the transfer takes place.

### **6.2 Transferring into Birmingham City University from another University**

If you are receiving funding from SLC, the University will calculate your fees at the point at which you join the University in line with the term dates in Table 2.

The previous institution who claimed the original payment will keep any SLC fees paid to them before your transfer to us. Any fees paid to a previous institution (excluding SLC funding), are subject to the terms and conditions for charging and refunds of the previous institution; therefore you should discuss such claims directly with the original institution. The University will charge fees for the course or study programme as standard unless otherwise agreed by the faculty.

### **6.3 Transferring from Birmingham City University to another institution**

If you are transferring to another institution the University will charge you for withdrawing from your course in line with the terms set out in item 3. The University will keep any fees paid including SLC funding to cover your charges due to us up to the point of transfer.

## **7. Fee Waivers, Bursaries and Discounts**

Where a student has withdrawn before the period of study is completed, all tuition fee refunds are calculated on the gross tuition fee (i.e. the published fee) rather than the fee after a fee waiver, reduction or discount has been applied to a student's account.

For details and clarification of when awards, bursaries or fee waivers will or will not be reversed, please refer to Appendix A: Credit and Charging Matrix.

## **8. Student Fees and Charges - Non Tuition / Other Fees**

The relevant budget holder or approved nominee in the faculty or department that provided or intended to provide the service or goods will consider requests for the cancellation of non-tuition fee income or the return of pre-payments. To include, for example:

- Accommodation fees
- Library fines and fees
- Car parking
- Printing, stationery and materials
- Payments made because of award ceremonies, fees, charges, certificates or transcripts.
- Tickets to events, seminars, external functions or third party items whether directly or indirectly arranged by us will be subject to the terms and conditions detailed at the time of booking by the service provider. The University accept no liability for any losses or costs incurred as a result of third party failure.
- Commercial services, products, contracts, funding or any other income due to, or received by us.

All refunds must be authorised by the area of the University submitting the request. Accounts Receivable will not action a refund if they are unable to identify that a legitimate refund is due. (i.e. an overpayment is on the account or the student has withdrawn within the two week period allowed).

## **9. Refunds**

The University considers and issue refunds on a case by case basis using the following criteria and in line with Money Laundering regulations.

### **9.1 Money Laundering Regulations**

The University will follow the recommendations and guidance provided in the Money Laundering Regulations and will notify the Serious Organised Crime Agency (SOCA) if the University suspects any suspicious activities or fraudulent transactions.

### **9.2 Students or Customers in debt to the University**

The University reserves the right to deduct overdue fees or charges which you have not paid from any refund due to you. Where this is the case the University will use the refund to pay the oldest unpaid debts first; the University will refund the remainder to you in line with the following rules.

### **9.3 Minimum Refund Value**

The University will not normally consider refunds for values of less than £10.00 as the cost of processing a refund.

### **9.4 Return to Payer**

The University issue refunds to the person who originally paid, this includes third party payments made on behalf of a student or customer. If this is not possible, the University will consider an alternative refund provided you let us have written authorisation and supporting evidence to confirm the relationship between the original payer, the student or customer and person who is receiving the refund.

### **9.5 Method of Refund**

The University will process refunds via the original source of payment (excluding cash transactions) in line with Money Laundering Regulations. If this is not possible or if you originally paid in cash, our preferred method of issuing refunds is via BACS. In exceptional circumstances the University may consider alternative refund methods (for example CHAPS or SWIFT payments). The University will take off any reasonable administration or handling charges incurred by us, from the refund due.

If you paid via debit or credit cards, online to the University's bank, via an online payment provider, or by bank transfer the University will refund you using the original method and to the original source.

### **9.6 Refund Currency**

The University issue refunds in GBP £ Sterling but will consider requests for payment of refunds in other currencies but cannot guarantee this. If the University incurs any administration charges the University will deduct these from the refund due. The university accepts no responsibility for any shortfall of refunds made that are caused by currency fluctuations or charges applied by the beneficiary's bank account. Students are encouraged to make their own enquiries in this regard prior to requesting the refund.

### **9.7 Refunds Over £3000**

If the refund for an individual is £3000 or higher, the University may need you to complete a signed authorisation / request form before the University issue the refund. The University may also require a form of personal identification and an address identification. For example a driving licence, a passport or a bank account statement.

### **9.8 International Student Refunds**

In line with UK Visas and Immigration regulations, if you are an international student the University may need you to provide proof of your return flight tickets if you withdraw from a course. If the University needs this proof, the University will refund you when the University validates this documentation.

### **9.9 Refund Authorisation**

The University will process all refund requests forwarded to Accounts Receivable from the faculty or professional service, with supporting documentation appropriately authorised by the relevant budget holder, in line with the University's financial rules.

### **9.10 Collecting refunds in person**

No refunds will be made in person.

**Appendix A: Credit and Charging Matrix Tuition Fees 2017-2018**

Category	Student and Fee Type	Attendance Mode	Course or Module	Self-Funded	SLC Funded	Sponsor	Credit and Charging Policy – Applied based on when Withdrawal / Interruption / Transfer Date occurs:
Two Week No Charge Rule	All Students  All fee types	ALL	Course	•	•	•	If takes place within first two weeks of course start date. No fees chargeable.
FE Level Study  Undergraduate  Equivalent Learner Qualifications	Home students and fees	Full Time Part Time	Course	•	•	•	Based on 3 SLC Liability periods, if takes place within: <ul style="list-style-type: none"> <li>○ Term 1 - 25% charged 75% credited</li> <li>○ Term 2 – 50% charged 50% credited</li> <li>○ Term 3 – 100% charged zero credited</li> </ul>
Postgraduate  Professional Level	Home students and fees	Full Time Part Time	Course	•		•	Termly charging based on faculty term dates relevant to study / programme if takes place within: <ul style="list-style-type: none"> <li>○ Within 1<sup>st</sup> and last day of term 1 – 1/3<sup>rd</sup> charged 2/3rds credited</li> <li>○ Within 1<sup>st</sup> and last day of term 2 – 2/3rds charged 1/3<sup>rd</sup> credited</li> <li>○ Within 1<sup>st</sup> and last day of term 3 – 100% charged zero credited</li> </ul>
International Students	International students and fees	ALL	Course	•		•	
Distance Learners	ALL	ALL	Course	•		•	

Block Fees Only							
Research	ALL	ALL	ALL	•		•	Liability based charging if takes place <ul style="list-style-type: none"> <li>○ Within Sept to Nov – 25% charged 75% credited</li> <li>○ Within Dec to Feb – 50% charged 50% credited</li> <li>○ Within Mar to May – 75% charged 25% credited</li> <li>○ Within June to Aug – 100% charged zero credited</li> </ul>

Category	Student and Fee Type	Attendance Mode	Course or Module	Self-Funded	SLC Funded	Sponsor	Credit and Charging Policy – Applied based on when Withdrawal / Interruption / Transfer Date occurs:
Externally Funded Courses	ALL		Course	•		•	Liability and charging policy may be determined by the requirements of an external organisation as a condition of running the course, e.g. Law Society.
Short Courses	ALL	ALL	Course	•			Defined as a course no more than 15 weeks long or non-credit bearing. Charged in full, but subject to faculty discretion. NOTE the 'Two week no-charge' rule does not apply to short courses.
Distance Learners	All Students All Study Levels		Module	•		•	Where study has commenced regardless of duration, 100% of fees are payable for each segment or module of study started. The 'Two week no-charge' rule does not apply to module based studies. If the module is deselected before the start state, fees may be cancelled or refunded if paid in advance.
Module Based Study	All Students All Study Levels	ALL	Module	•		•	

Category	Student Type	Attendance Mode	Course or Module	Self-Funded	SLC	Sponsor	Credit Policy – Withdrawal / Interruption / Transfer Date
Registration Residential Other Fees	All Students  All Study Levels	ALL	N/A	•	•	•	Where charged separately, (not included in course fee matrix) these items are payable in full and non-returnable
Category	Student Type	Attendance Mode	Fee Waiver or Discount	Self-Funded	SLC	Sponsor	Credit Policy – Entitlement to receive an award or waiver if Withdrawal / Interruption / Transfer occurs
Fee Waivers Bursaries Discounts	All Students  All Study Levels	ALL	N/A	•	•	•	<p>Awards NOT cancelled if course not completed – Liability remains reduced</p> <ul style="list-style-type: none"> <li>○ Staff training (internal recharge)</li> <li>○ Discretionary (extenuating)</li> <li>○ Awarded in error by BCU</li> <li>○ NSP</li> </ul> <p>Awards WILL be cancelled if course not completed – Liability re-instated</p> <ul style="list-style-type: none"> <li>○ Loyalty Awards</li> <li>○ Fee Waivers</li> <li>○ International Office</li> <li>○ Prompt Payment Discounts</li> <li>○ Research awards (non-staff members)</li> </ul>

Extenuating Circumstances	ALL	ALL	•	•	•	•	The option to override all of the above based on extenuating circumstances, proposed by faculty, approved by Accounts Receivable Manager
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**Birmingham City University**  
**Debt Management and Sanctions Policy – effective from 2017/18**

## **1. Introduction**

This policy sets out the process that Birmingham City University (the University) will follow if students and customers do not pay their fees or charges due to the University, in line with the payment terms detailed in the Fee Payment Policy 2017/18.

It applies to all applicants, students, ex-students and customers of the University, including those who are currently enrolled and those who have accepted a place and intend to enrol.

A customer includes any student, individual, company, partnership or organisation that can potentially have outstanding fees or charges owed to the University.

This policy reflects the University's commitment to helping our students manage their money and avoid getting into financial difficulties.

### **What is a debt?**

A debt includes any money owed to the University or one of its subsidiaries for unpaid fees or charges owed for services or products provided by the University, our subsidiaries, staff, approved representatives or agents appointed and instructed by the University.

### **Types of debt**

Debt owed to the University can include the following

- Debts owed by students
- Commercial debt

## **2. Debts owed by students**

A **student** is ultimately liable for a debt until the debt is fully cleared.

If a 3<sup>rd</sup> party sponsor is paying on behalf of the student then the debt is a commercial debt but the student will always be liable for any unpaid balance.

If the student's tuition fees are being funded by the Students Loan Company (SLC), then the student will be responsible for any fees that remain outstanding.

Where a student becomes liable for a debt owed, the balance owed is referred to as a Self-Funded student debt.

The University will try to recover all Self-Funded student debt owed to the University in line with the payment terms in the Tuition Fee Payment Policies 2017/18, which can be downloaded from the following link:

<http://www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures/finance-policies>

The University or agents acting on our behalf will tell the student:

- how much they owe
- how, when and where a student can pay
- which University services are restricted as a result of an outstanding debt
- how much a student will be charged as a result of the debt

The University will give a student every opportunity to pay what is owed by providing reasonable timescales for payment and sending at least 2 reminders to students before any action is taken or sanctions applied.

The University will apply this policy equally and consistently to all students and customers who do not pay in line with the agreed payment terms. The University applies sanctions proportionately and only as a last resort - the University will review all debts on a case by case and will ensure it has made all reasonable attempts to obtain payment before applying sanctions including the restriction of access to the University and its services.

Where necessary the University reserves the right to appoint solicitors, debt collection agents and external organisations to recover the debt on behalf of the University via legal proceedings. The University or its agent will seek recovery of the reasonable costs it has incurred in recovering the debt.

**IMPORTANT - If the University has attempted to recover debts owed by students and has failed, subject to the type of debt outstanding, the University reserves the right to withdraw or suspend services and support, apply restrictions to accounts, suspend or prevent enrolment and/or future trading. In respect of tuition fee debts/instalments/deposits potentially students will be unable to access University buildings, log onto their University account or attend classes. Please see the full details set out at 2.1 below.**

These restrictions may affect all or part of the service(s) provided by the University which will continue until a student has paid all of their debt or has agreed a payment arrangement to clear all of their debt. Restrictions or sanctions applied are dependent on the type of debt a student owes.

Self-Funded student debt can be considered as any of the following:-

- Tuition fees
- Accommodation fees
- Library fees
- Other student related fees

### **2.1 Self-Funded student tuition debt – When can a full restriction be applied?**

A minimum of 2 warnings will always be issued to students prior to any restrictions being applied to their accounts.

If a student is responsible for the payment of their tuition fees, has opted to pay those fees in full and does not pay them after 30 days after the start of the course, then the University will apply a full restriction to the services available to a student. If a student continues not to pay or arrange an approved payment plan, the University reserves the right to fully exclude a student from their programme, course, module or section of study.

If a student has enrolled on a programme, course, module or section of study and has not confirmed how they intend to pay their tuition fees within 30 days of the course starting, then the University reserves the right to restrict their access to all University services.

If an international student has not paid the required 50% deposit within 30 days of the course starting, then restrictions will be applied to the students account.

If the student has opted to pay by instalments then restrictions will be applied after 30 days of the course starting if the required deposit has not been paid.

Where a student has opted to pay by instalments and there is a failed instalment then sanctions will be applied after 30 days of the instalment remaining overdue.

Any restrictions or sanctions applied will remain in place until fees have either been paid in full and cleared funds are in the University's bank account or a student has entered into a formally approved payment plan.

**A full list of the services a student would be restricted from for non-payment of tuition fees/deposits are as follows:**

- Excluded from all aspects of course, programme, module, project or study of any kind
- No access to tutorials or any method of teaching support
- No research permitted, no thesis or work will be accepted for assessment
- No IT access
- No Library borrowing
- No confirmation in writing of Results, Certificates, Awards & Transcripts
- No invitation to awards ceremonies
- No attendance or participation in awards ceremonies
- No re-enrolment
- Written results from exam / assessment boards delayed
- Validation of attendance or student status withheld
- References and written evidence of achievements or studies withheld
- No visa, UKVI endorsement and applications or CAS requests will be provided or supported (if applicable)
- No arrangement, supervision or validation of placements

**For international students it is important to note the following**

**If a student is studying with a Tier 4 student visa application and has not paid their tuition fees, the University is required to inform UK Visas and Immigration. This will have serious consequences for their ability to remain in the UK. The University reserves the right to do this where a student has not paid in full or has not entered into a formally approved payment plan.**

## **2.2 Self-Funded Non Tuition student debt: part restrictions and sanctions applied**

Non tuition student debt includes Accommodation, Library and any other non-tuition student debt.

If a debt remains outstanding then where necessary, after 30 days and at least 2 reminders the University will withdraw access to the service from which the debt arises, until payment is made or an approved payment plan is agreed.

### **2.2.1 Accommodation fees and related charges**

If a student has not paid their accommodation charges in full and in line with the payment terms specified in the Licence Agreement 2017/18 and the Accommodation Finance Information 2017/18 guide, the University reserves the right to terminate the agreement and to start legal proceedings to recover fees owed to the University, at any point during the academic year that fees become overdue. This will result in the student being removed from University accommodation.

Full details of the Accommodation Finance Information and Licence Agreement 2017/18 are available via <http://www.bcu.ac.uk/student-info/accommodation/faqs>

The University will provide a student with every opportunity to pay what they owe us. If a student does not pay, the University reserves the right to seek advice, talk to and appoint solicitors, debt collection agents and external organisations to recover the debt.

### **2.2.2. Library charges and fines**

If a student does not return materials the University will invoice a student for the cost of replacement materials and the University will apply a fine if a student returns materials late. If a student uses the University's library services and materials, a student must comply with the terms and conditions contained within the Library Rules and Regulations.

Further information is available from Library and Learning Resources at: <http://library.bcu.ac.uk/>

If a student does not pay their library fees the University will restrict their access to University library services.

### 2.2.3. Other Student Debt

If a student incurs any debts for services or products which the University provides that do not directly relate to tuition, accommodation or library fees, a student must pay their debts in full within 30 days of the invoice date unless otherwise specified. If these items are not paid, the University reserves the right to appoint solicitors, debt collection agents and external organisations to recover the debt.

## 3. Commercial debt

Commercial debt includes all non-student related debt owed to the University or its subsidiaries in respect of unpaid fees or charges owed for services or products provided by the University its subsidiaries, staff, approved representatives or agents appointed and instructed by us.

Payment is due 30 days from the date of the invoice; if customers do not pay the outstanding balance of fees, the University will seek to recover the debt owed. If the University is forced to initiate legal proceedings, the University will seek to recover statutory interest on the judgement and payment of its legal costs.

**If a commercial debt is owed in relation to a student's tuition or accommodation fees then the student will be liable for any unpaid balance. When the debt is outstanding for over 90 days, the University will invoice the student directly and the relevant sanctions will be applied.**

Prior to signing a contract or agreement the University may require a credit check to ensure the financial stability of new customers and highlight any potential risks.

Any requests for credit checks should be forwarded to the Accounts Receivable Manager within Finance.

## 4. Ways to pay

If restrictions, sanctions or penalties are applied, they will not be removed until all fees have been settled in full, or the University has agreed a payment arrangement with the student. **Access will be restored by the next working day on receipt of cleared funds or following agreement of a payment plan.** If the University has applied sanctions or penalties to a student **the University will not accept personal cheques as a method of payment.**

The University will accept the following payment methods:

- a) Payment in person at one of our ASK desks by cash, debit or credit card
- b) Online payment by debit card or credit card
- c) Via a BACS or bank transfers, including SWIFT or CHAPS payments
- d) Payment by direct debit or by a recurring card payment

The University's bank details, address and telephone numbers, and the location and opening hours for paying in person are set out below.

**Where access to the University's services have been restricted meaning you are unable to access the buildings above, you will need to pay online via the link below or contact the ASK Helpdesk by telephone to arrange for payment.**

<b>Online</b>	A student can pay online at <a href="http://www.bcu.ac.uk/student-info/finance-and-money-matters/payments">http://www.bcu.ac.uk/student-info/finance-and-money-matters/payments</a>  The University accept most major debit and credit cards.
<b>By telephone</b>	ASK Student enquiry service on 0121 331 7777
<b>In person</b>	Curzon Building (City Centre Campus 8am to 8pm) Baker Building (City North Campus 9am to 5pm) * Mary Seacole Building (City South Campus 8am to 8pm) *No cash
<b>By Bank Transfer</b>	Payment from their bank to Birmingham City University must be in UK Pounds Sterling quoting their account number (Student Identification number) and/or invoice number.  NatWest Birmingham City Centre Branch 1 St Philips Place, Birmingham B3 2PP  Account name Birmingham City University Account number 78069467 Sort code 60 02 35 IBAN GB36 NWBK 6002 3578 0694 67 (International Bank Account Number) BIC NWBK GB 2L  Please include their name, student number (if a student has one), amount and date

## **5. Where to get help and advice**

If a student requires any help in understanding how this Policy affects them, or if they need to make the University aware of any reasonable adjustments to meet the requirements of this policy or has any other questions they should contact the ASK student enquiry service by phoning 0121 331 7777, or online at [www.icity.bcu.ac.uk/ask](http://www.icity.bcu.ac.uk/ask), or in person at

- Curzon Building (City Centre Campus)
- Baker Building (City North Campus)
- Mary Seacole Building (City South Campus)

Students can also contact the Finance and Money Matters Team which is part of Student services, more information on the support available can be found at: <http://www.bcu.ac.uk/student-info/finance-and-money-matters>