



# Abertay University

## Student Debt Management Policy 2021 - 2022

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## 1. INTRODUCTION

- 1.1 The aim of this policy is to minimise levels of student debt and bad debts in order to allow the University to continue to invest in teaching and research excellence and in its students.
- 1.2 This policy applies to all types of student debt including but not limited to: Tuition Fees, Project Research Fees, Accommodation Rents/Charges, Library Fines and other miscellaneous charges, for both former and current students and sponsors.
- 1.3 All sums due to the University in respect of clause 1.2 must be paid to the University in Pounds Sterling.

## 2. SUPPORT TO STUDENTS

- 2.1 In applying this policy, the University recognises that in some circumstances, students may face financial hardship which may impact on their ability to pay their debts. The University takes the welfare of its students very seriously and will at all times seek to be sympathetic and understanding of a student's situation. In the event that any student faces financial difficulty, the University endeavours to offer support and assistance in relation to debt owed to the University. The University cannot advise on debt owed to third parties. In order to offer these services, it is imperative that the student contacts the appropriate department. The sooner contact is established, the more the University can do to support and assist the student:
  - [Tuition/Accommodation/Project Research Fees](#) [finance@abertay.ac.uk](mailto:finance@abertay.ac.uk)
  - [Student Funding](#) (SAAS/SLC/Discretionary/Other) [advisory@abertay.ac.uk](mailto:advisory@abertay.ac.uk)
  - [Accommodation/Lease Queries](#) [residences@abertay.ac.uk](mailto:residences@abertay.ac.uk)
  - [Support Enquiry Zone](#) (Including Library Debt) [sez@abertay.ac.uk](mailto:sez@abertay.ac.uk)
  - [Student Association Services](#) (Advice and Advocacy) [saadvice@abertay.ac.uk](mailto:saadvice@abertay.ac.uk)
- 2.2 Action will be taken against all current and former students who: (i) have failed to engage with the University to find a solution to settle any outstanding debt; or (ii) have failed to adhere to agreed payment plans.

## 3. COMMUNICATION WITH STUDENTS

- 3.1 The University's main form of communication with students will be via the student's University email address. Students are required to check their email messages at regular intervals and respond promptly.
- 3.2 The University reserves the right to establish contact with the student via (i) telephone; (ii) personal email address; (iii) home postal address; and (iv) term time postal address where deemed necessary.
- 3.3 Students must update their contact details through OASIS whenever there has been any change.

## 4. TUITION FEES AND PROJECT RESEARCH FEES

- 4.1 Unless otherwise stated, the tuition fee quoted by the University will include registration, tuition and examination fees. Other charges, such as repeat tuition/examination fees will be charged for separately each year.
- 4.2 Students must confirm the value of their tuition fees as part of online registration and are given the opportunity to query the amount if required. Once registration is complete, there is a legally binding contract in place between the student and the University in relation to the payment of tuition fees.
- 4.3 **SAAS/SLC:** Funding will be confirmed by SAAS/SLC direct to the University. If confirmation has not been received by 1st December (Term 1 starts) or 28<sup>th</sup> February (Term 2 starts), irrespective of the reason, the student will be regarded as self-funded and must contact Finance to set up a payment plan. Failure to do so will result in one or more sanctions as stated in clause 7.1. Any payments made in respect of tuition fees will be refunded if SAAS/SLC approve funding at a later date. **NOTE:** SAAS will only fund 120 credits each year. Students will be self-funded in respect of fees relating to any additional credits taken in accordance with clause 4.5.
- 4.4 **Other Sponsors:** If a student is sponsored by another organisation such as an employer, embassy or other funding body, the student must provide evidence of funding to Finance during registration. The sponsor will be invoiced shortly after registration and is required to pay the full invoice within 30 days. Where a sponsor fails to pay an invoice timeously, the student will become liable for payment and advised accordingly.
- 4.5 **Self-Funded Students (UK, Non Student Visa Holders):** If a student is self-funded for all or part of their tuition fees, they are required to make payment arrangements for these fees during registration. Although the fees become due for payment on the date of registration, students can opt to pay fees by recurring instalments via a debit/credit card. See **Appendix A** for further details on recurring instalment plans.
- 4.6 **International Students (Student Visa Holders):** Students are required to pay a 50% deposit at the start of a new course in order to obtain an unconditional offer and CAS number. The remaining 50% must be paid prior to registration. For the remainder of the course, tuition fees must be paid each year, in full, prior to registration. If sponsored by a University approved sponsor, clause 4.4 will apply. See **Appendix B** for further information.

## 5. RESIDENCES: RENTS & CHARGES

- 5.1 **Application for Accommodation:** The University provides a range of accommodation for its students. Where an accommodation offer is made, students are required to accept the terms of the lease and arrange for payment, as per clause 5.2 below, within 14 days. This then forms a legally binding contract.
- 5.2 **Rent Payment Options:** Payment can be arranged via one of the following options: (i) in full. (2% discount will be given); or (ii) pay the stated pre-payment amount and set up a payment plan to pay the remaining rent by monthly instalments via debit/credit card (no discount). **NOTE:** Instructions on how to set up a payment plan will be sent just before your lease commences.
- 5.3 **Non-Rent Charges:** The University will invoice students throughout the academic year as and when charges apply. Invoices will be located on OASIS. Students are required to pay these invoices within 14 days from the date of the invoice. If paying rent by monthly instalments, these charges will be added to your payment plan.

## 6. LIBRARY SERVICES

Library users have an obligation to respect the rights of other users by returning Library materials and equipment timeously. Fines will be imposed for late return. If items are not returned, students will be liable for the replacement cost of that item in addition to the standard fines.

## 7. OVERDUE DEBT & SANCTIONS

- 7.1 **Tuition Fees:** Where tuition fees become overdue or where a student fails to set up a payment plan when requested, the student will be subject to one or more of the following sanctions (see **Appendix C**):
- A non-refundable late payment charge of £20.00 (plus VAT) will be applied to cover administration costs;
  - The offer of a payment plan may be withdrawn and the full sum due will become payable immediately;
  - Procedure to withdraw the student from the University will be initiated;
  - The student will be prevented from graduating and receiving their qualifications obtained to date;
  - The University will not permit students to register for a further programme of study;
  - Students on a Student VISA may lose the right to remain in the UK. (International students only);
  - A referral charge of £35.00 plus VAT will be charged and the debt passed to an external debt collector.
- 7.2 **Rent & Charges:** Where accommodation fees become overdue or where a student fails to set up a payment plan when requested, the student will be subject to one or more of the following sanctions (see **Appendix C**):
- A late payment charge of £20.00 will be applied to cover administration costs;
  - A 'Notice to Quit' will be served and legal proceedings initiated to evict the student from the property;
  - A referral charge of £35.00 plus VAT will be charged and the debt passed to an external debt collector;
  - Any future application for accommodation from a returning student will be rejected;
  - Should a landlord approach the University for a Reference, the University has an obligation to inform the landlord of any late/missed payments. A landlord may refuse a rental application on this basis.
- 7.3 **Library Fines & Charges:** If fines or charges become overdue, the student will have an opportunity to bring the account back up to date or agree an alternative payment plan with the Library. If this is not done, the student will be subject to one or more of the sanctions in accordance with **Appendix D**:
- 7.4 **External Debt Collector:** Once a debt has been passed to an external debt collector, legal proceedings may be raised which may result in the student being ordered by the court to pay the court expenses and judicial interest in addition to the debt. Such action may also have an adverse effect on the student's credit rating which may prevent the student from obtaining credit in the future. This could include credit cards, all types of loans, mortgages and even mobile phone contracts. Any pronounced court order can also be enforced. Not only will the costs of the enforcement action be added to the debt, but it may result in personal effects being seized and sold at auction, wages arrested or even bankruptcy.

## 8. WITHDRAWAL FROM THE UNIVERSITY & FEE IMPLICATIONS

If a student withdraws or suspends from their course early, they may become personally liable to pay part or all of their tuition fees, even if they were initially funded by SAAS or SLC. (See **Appendix E** for further information.) If in halls of residence, rent will continue to accrue until the withdrawal/suspension date or until the keys are returned, whichever is the later.

## 9. COMPLAINTS

Our aim is to resolve issues of dissatisfaction by conducting a thorough and fair investigation. For further information, please view the University's *Complaints Handling Procedure* which is located on our website <http://www.abertay.ac.uk>

## APPENDIX A – RECURRING INSTALMENT PLANS

All self-funded students will be required to make arrangements for payment of their tuition fees as part of online registration. If a student (UK, and Non Student VISA) opts to pay by monthly instalments, the payment plan they are put on will depend on when the student registers and how many terms they register for. The student will be required to register their bank card details on our payment system in order to complete the instalment plan.

<u>Month of Registration</u>	<u>Terms Registering For</u>	<u>% of Total Tuition Fee</u>	<u>Date of Payment</u>
September 2021	Term 1 Only	33.4%	8 <sup>th</sup> October 2021
		33.3%	8 <sup>th</sup> November 2021
		33.3%	8 <sup>th</sup> December 2021
September 2021	Term 1 & 2	14.2%	8 <sup>th</sup> October 2021
		14.3%	8 <sup>th</sup> November 2021
		14.3%	8 <sup>th</sup> December 2021
		14.3%	8 <sup>th</sup> January 2022
		14.3%	8 <sup>th</sup> February 2022
		14.3%	8 <sup>th</sup> March 2022
		14.3%	8 <sup>th</sup> April 2022
September 2021	Term 1, 2 & 3	14.2%	8 <sup>th</sup> October 2021
		14.3%	8 <sup>th</sup> November 2021
		14.3%	8 <sup>th</sup> December 2021
		14.3%	8 <sup>th</sup> January 2022
		14.3%	8 <sup>th</sup> February 2022
		14.3%	8 <sup>th</sup> March 2022
		14.3%	8 <sup>th</sup> April 2022
January 2022	Term 2 Only	33.4%	8 <sup>th</sup> February 2022
		33.3%	8 <sup>th</sup> March 2022
		33.3%	8 <sup>th</sup> April 2022
January 2022	Term 2 & 3	16.5%	8 <sup>th</sup> February 2022
		16.7%	8 <sup>th</sup> March 2022
		16.7%	8 <sup>th</sup> April 2022
		16.7%	8 <sup>th</sup> May 2022
		16.7%	8 <sup>th</sup> June 2022
		16.7%	8 <sup>th</sup> July 2022
May 2022	Term 3 Only	33.4%	8 <sup>th</sup> June 2022
		33.3%	8 <sup>th</sup> July 2022
		33.3%	8 <sup>th</sup> August 2022

Please contact the finance department on [finance@abertay.ac.uk](mailto:finance@abertay.ac.uk) if you wish to apply for an alternative payment arrangement.

**APPENDIX B – INTERNATIONAL STUDENTS & APPROVED SPONSORS**  
**(Student VISA HOLDERS ONLY)**

**SELF-FUNDED**

All self-funded international students starting a new course will need to pay a deposit of 50% of the expected tuition fee in order to receive an unconditional offer letter and, where a Student Visa is applicable, a CAS number from the Admissions Office. The remaining 50% of the tuition fee must be paid prior to the student completing registration.

All returning self-funded international students registering for the same course will need to pay their Tuition Fee in full prior to registration each year.

**UNAPPROVED SPONSORS**

Sponsors of international students who are not on the University's approved sponsor list (below) are required to pay the student's tuition fees in accordance with the self-funded section above.

**APPROVED SPONSORS**

The undernoted sponsors have been approved by the University and therefore, these sponsors are excluded from the above self-funded payment requirement. These sponsors will be invoiced for the full tuition fees by the Finance department in accordance with clause 4.4 of this policy. Where a sponsor fails to make payment of the invoice by the deadline, the student will become liable for payment of the tuition fees and notified accordingly.

Bahrain Ministry of Education  
BP Angola  
Brazilian Government – Science without Borders Programme  
British Council  
Chevening  
Ghana Education Trust Fund  
Jordanian Ministry of Education  
Kurdistan Regional Government – Human Capacity Development Programme  
Kuwait Embassy  
Kuwait Ministry of Education  
MARA Institute of Technology  
Ministry of Higher Education – Togo  
Nanchang University  
National Police Agency of Japan  
Nigerian National Petroleum Corporation (NNPC)  
Petroleum Technology Development Fund (PTDF)  
PT PLN  
Saudi Embassy  
The Royal Thai Embassy  
Tullow Oil (Ghana)  
University of Abuja – Tertiary Education Trust Fund

## **APPENDIX C – DEBT MANAGEMENT SYSTEM AND SANCTIONS**

### **Tuition Fees**

All self-funded students opting to pay by instalments will be required to register a debit/credit card on our payment system. If a payment attempt fails:

- Day 1 – An email will be sent to the student advising them of the payment failure. The student has 5 days to rectify any account issues, or apply to the finance team for an alternative payment arrangement;
- Day 7 – If the second payment attempt fails a late payment charge of £20.00 plus VAT will be applied to the student's account. The student will be requested to bring the account up to date by the end of that week;
- Day 14 – The student will be invited to speak with the credit controller to discuss the payment arrears, and where appropriate, make payment;
- Day 21 – If the payment arrears have not been resolved, the option to pay fees by instalments will be revoked. Full payment of the remaining fees must be paid within 7 days in order to prevent withdrawal;
- Day 28 – The student will be withdrawn from the University. IT account and Library facilities will be disabled;
- Day 42 – A demand letter will be sent to the former student asking for payment of all outstanding fees due;
- Day 63 – This will be the final opportunity to pay all sums due in order to prevent further action being taken;
- Day 70 - A referral charge of £35.00 plus VAT is applied to the account and the debt passed to an external debt collector where legal proceedings may be initiated.

**NOTE:** Any student with outstanding tuition fees will not be allowed to register for a new academic session nor be able to graduate at the end of their studies until such time where the debt is cleared in full. Conferment of degrees or certificates attained will be withheld and no certificate will be issued.

### **Residences: Rent**

When a Student Residences Agreement has been accepted, students opting to pay by instalments will be required to register a debit/credit card on our payment system before obtaining keys to the property. If a payment attempt fails:

- Day 1 – An email will be sent to the student advising them of the payment failure. The student has 5 days to rectify any account issues, or apply to the finance team for an alternative payment arrangement;
- Day 7 – If the second payment attempt fails a late payment charge of £20.00 will be applied to the student's account. The student will be requested to bring the account up to date by the end of that week;
- Day 14 – After at least 24 hours' notice, a member of the residences team will visit the student at their residence to discuss the arrears and where appropriate, obtain payment.
- Day 21 - A 40 day 'Notice to Quit' asking the student to vacate the property will be issued if the student has failed to pay the rent arrears or agree with the residences team an alternative payment arrangement. **NOTE:** A Notice to Quit can also be issued at any time in the event that the student: (i) continually pays rent late and fails to keep to the agreed payment schedule; or (ii) refuses to discuss the relevant rent arrears.
- After the Notice to Quit expires – If the student has not paid the rent arrears in full or vacated the property, in accordance with the 40 day Notice to Quit, eviction proceedings will be raised to evict the student from the property. The student may be found liable to pay court expenses and interest in addition to the rent arrears.
- A referral charge of £35.00 plus VAT is applied to the account and the court order for rent arrears passed to an external debt collector to enforce.

### **Residences: Non-Rent Charges**

If a student incurs a non-rent charge, an invoice will be raised and emailed. If the student is paying rent via recurring monthly instalments, payment of the non-rent invoice will be taken after 14 days. If the student is not paying rent via recurring monthly instalments, the student will need to arrange for payment of the invoice within 14 days. If payment is not received within the 14 days, then the invoice becomes overdue:

- Day 1 – A first reminder will be sent to the student by email asking for payment within 7 days or to contact the finance department to apply for an alternative payment arrangement.
- Day 7 – If payment has not been received or an alternative arrangement made, a late payment charge of £20.00 will be applied to the student's account and the student advised accordingly.
- Day 21 - A referral charge of £35.00 plus VAT is applied to the account and the debt passed to an external debt collector where legal proceedings may be initiated.

**NOTE:** Any student with outstanding rent arrears or non-rent charges, will be allowed to register for a new academic session, but should be aware that in the absence of an instalment plan being strictly adhered to, the University will refer the debt to one of its Debt Collection Agencies, if this has not already been done.

## **APPENDIX D – LIBRARY FINES AND CHARGES**

### **Library Fines**

If items are not returned on time, fines will be incurred. Fines are dependent upon the loan period, with heavily used or recalled items attracting larger fines, to ensure fair access to materials for all users. Fines are imposed at the same rate for all users: staff, students, external users, alumni etc. Overdue charges and further information can be viewed at:

<https://intranet.abertay.ac.uk/library/using-the-library/borrowing/>

### **Waivers**

Fines may be waived if the borrower has medical/self-certification evidence that they were off sick when the item was due to be returned.

### **Items Not Returned**

For items which are lost or not returned, an invoice will be raised. The invoice amount will be based on the current price for the latest edition.

### **Sanctions for Non-Return and/or Non-Payment of Fines and Invoices**

- Suspension of the University's Library borrowing facilities;
- Late Payment Fees being applied;
- Debt referred to External Debt Collector (if applicable).

### **External Debt Collector**

Debts above the threshold for debt collection and any Library charges still outstanding when a student leaves the University will be referred to an external debt collector. Books and other items which have been invoiced will be non-refundable once referred. Please refer to clause 7.4 for further information on debt collection.

<b><u>ESCALATION OF FINES/CHARGES</u></b>	<b><u>DAYS OVERDUE</u></b>
<b>Library Borrowing Suspended</b>	21 Days Overdue
<b>Invoice Issued to replace items</b>	60 Days Overdue
<b>2<sup>nd</sup> Invoice Issued</b>	90 Days Overdue
<b>Non-Refundable Fee *</b>	90 Days Overdue
<b>Refer to Debt Collector **</b>	98 Days Overdue

\* Late payment charge of £20.00 will be applied to cover the administration costs;

\*\* A referral charge of £35.00 plus VAT will be charged and the debt passed to an external debt collector in accordance with clause 7.4 of this Policy.



## **APPENDIX E – WITHDRAWAL/SUSPENSION FROM THE UNIVERSITY**

### **Prior to Withdrawing/Suspending**

It is very unfortunate that some students withdraw/suspend from their course before its completion. As it is the student's sole responsibility to ascertain all academic and financial implications withdrawing/suspending may have, the University strongly recommends that the student speak with one or more of the following services:

- **Your Curriculum Manager/Programme Tutor** – to discuss problems with your course or programme;
- **Student Counselling** – to discuss any problems which may be affecting your studies;
- **Careers Service** – to discuss your current and future career path;
- **Student Advisory** – to discuss withdrawal/suspension implications and funding options;
- **Residences Office** – if you are staying in halls of residence.

### **Fee Implications**

**Even if a student has SAAS/SLC funding, it may be revoked, leaving the student liable to pay tuition fees.**

Further information on fee liability is located below, but students are strongly advised to contact us at [finance@abertay.ac.uk](mailto:finance@abertay.ac.uk) to establish what their fee liability will be.

#### Self-Funded Students (Taught Courses):

- For UG Scottish (Home) students who join the university for the first time in September 2021 and fully withdraw prior to and including 5<sup>th</sup> November 2021, there will be no charge.
- For all other students who withdraw/suspend after they have completed registration for term 1, but prior to and including 8<sup>th</sup> October 2021, they will be liable to pay 10% of the year's tuition fee;
- If a student registers for term 1 and withdraws/suspends after the relevant cut-off date as stated above, but before 18<sup>th</sup> February 2022, they will be liable to pay for all term 1 modules taken;
- If a student withdraws/suspends after they have completed registration for term 2, but prior to and including 18<sup>th</sup> February 2022, they will be liable to pay 10% of the year's tuition fees;
- If a student withdraws/suspends after 18<sup>th</sup> February 2022, they will be liable to pay for all term 2 modules taken in addition to term 1 modules (if they registered for term 1);
- If a student withdraws/suspends prior to and including 17<sup>th</sup> June 2022, they will not incur any fees for term 3 (if they are studying in term 3), but will still be liable to pay for all term 1 and term 2 modules taken.

#### SAAS Funded Students (Taught Courses):

- If a student withdraws/suspends on or before 1<sup>st</sup> December 2021, SAAS will revoke any funding they have previously approved and the student will be regarded as a self-funding student. Students should refer to the self-funded section above to ascertain what their tuition fee liability will be.
- If a student withdraws/suspends after 1<sup>st</sup> December 2021, SAAS will still pay funding to the University in respect of tuition fees, but this will count as a full year's funding for that student.

#### SLC Funded Students:

- SLC releases funding in 3 stages, 2 payments of 25% in term 1 and 50% in term 2.
- Students must be registered as 'in attendance' as at 20<sup>th</sup> September 2021, 10<sup>th</sup> January 2022 and 18<sup>th</sup> April 2022 in order for SLC to issue each corresponding instalment.
- If a student withdraws/suspends prior to any of these dates, they will become liable for the balance of fees not funded by SLC as per the self-funded section above.

#### Self-Funded Students (Research Courses)

- If a student withdraws/suspends within 3 weeks of the start date, they will be liable to pay 10% of fees.
- If a student withdraws/suspends after 3 weeks, but before 6 months, they will be liable to pay 50% of fees.
- If a student withdraws/suspends after 6 months, they will be liable to pay 100% of fees.

### **Withdrawal/Suspend Process**

In order to withdraw/suspend, students must contact Student Advisory in the first instance. Students who do not follow the correct withdrawal/suspension process will continue to be classed as a current student and tuition fee liability will continue to accrue until (i) the University takes steps to withdraw them; or (ii) the academic year finishes.

Please note that the tuition fees are based on what modules a student registers for, not on what classes a student has attended. Similarly, the withdrawal date is based on the date that Student Advisory approves the withdrawal/suspension, not on what date a student commences the withdrawal process or last attended classes.

**International Students** – In the event that an International student, studying under a Student Visa of the UKVI's points-based immigration system, withdraws, the University will report the withdrawal to the UKVI and that student will be required to leave the UK as the Student Visa will, at that point, cease to be valid. For further information on the Student Visa, please contact the international student advisor in Student Services.