

Debt Policy 2024/25

Finance Services 22/07/24

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Introduction

This document sets out the University's Debt Policy for all outstanding debt including tuition and accommodation fees applicable to you if you are a registered student at the University.

In applying this policy, the University will at all times seek to be understanding of your individual financial circumstances. Any financial difficulties you are experiencing which affect your ability to meet your financial obligations to the university must be highlighted as early as possible, either directly to the University's Finance Services or through other student support services such as a Student Support Advisor or the Student Money Service. The sooner you are able to contact the University, the more options may be available to assist you.

The University is committed to fair treatment of all students and will work with any students in financial difficulty to find a suitable solution where possible.

Action to enforce settlement of debt for outstanding fees and charges will be taken against you if you have failed to discuss with the University a solution to settle any outstanding debt, or if you have failed to honour an arrangement or other agreements to pay. This will include passing your details to our appointed debt collection agents.

The University will try to accommodate your needs wherever reasonable. However, the University reserves the right to terminate your registration on your course if you are in debt. Any action to terminate your registration will take place after all reasonable efforts to communicate and engage with you have been exhausted or there has been a failure to agree payment or to maintain payments on an agreed plan.

Exceptions

This policy does not apply to you if you are a degree apprenticeship student in accordance with relevant sections of the latest Apprenticeship Funding Rules for Main Providers as published by the ESFA.

All queries regarding payments and monies owed for degree apprentices should be directed to: Degreeapprenticeships@uwe.ac.uk

Definitions

We/Us/Our/the University/UWE Bristol means the University of the West of England, Bristol

You/Your means a registered student of UWE Bristol

Apprentice means an employee who is registered for a UWE Programme as part of an apprenticeship.

Apprenticeship means an apprenticeship as defined by approved Apprenticeship Standards.

Apprenticeship Programme means the Programme that is offered as part of an apprenticeship.

HESA means Higher Education Statistics Agency

Material Change means a change to the Material Information listed below.

Material information means the information we provided to you when we made you an offer of a place on your Programme which includes:

- the published details of your Programme , including: Programme title; entry requirements; what you will study (for example core modules and likely optional modules); method of study (for example, lectures, seminars, work placements); expected workload including number of contact hours and expected self-study; the overall methods of assessment for your Programme (for example exams, course work or practical assignments); the award you will receive on successful completion of your Programme; location of study or possible locations; length of your Programme; whether your Programme is accredited by a professional, statutory or regulatory body (PSRB).
- Key facts documents covering: tuition fees; complaints; appeals; academic regulations and procedures, and non-academic policies noted here in the appendix
- Our Admissions Policy.

Material non-disclosure means failure or refusal to declare or reveal some information that is required to be declared or revealed.

Programme means your course or Programme of study.

Partner institution means an institution or organisation with which the University has an agreement to deliver courses approved by the University and which lead to University awards.

Registration means the process by which you:

- confirm and update as necessary, the personal details we hold for you which you provided in your application
- confirm the UWE Bristol Programme you are intending to study
- agree to abide by, comply and engage with our Terms and Conditions and related University regulations, policies and procedures
- agree to pay or make arrangements to pay your tuition fees in accordance with the University's Tuition Fee Policy

Stakeholders means a professional, statutory or regulatory body (PSRB) (for example the Nursing and Midwifery Council or the Engineering Council), external examiners, employers, national and local government education departments, funding councils or bodies which commission or accredited programmes.

Tuition Fee Debt

You are expected to make arrangements to pay your tuition fee during registration and you retain ultimate responsibility for the payment of your fees and all other monies owing to the University regardless of your sponsorship agreements. Please refer to information on the University website for published payment terms. <https://www.uwe.ac.uk/courses/fees/paying-your-fees>

The University will try to accommodate your needs wherever reasonable. If you are having problems paying tuition fees, or any other monies owing, it is essential that you contact the University as soon as possible to discuss alternatives.

Should you fail to pay your tuition fees in line with our Terms and Conditions the following sanctions will apply:

- You may be referred to the Fee Debt Panel to submit a written explanation explaining the reasons why payment has not been made, identifying any compelling personal reasons
- You may lose access to UWE IT Systems (e.g. MyUWE and Blackboard). This means you will be unable to submit work or access learning materials
- You will ultimately be withdrawn from your course and sponsorship of your visa will be withdrawn if you are a Tier 4 visa student
- You may be prevented from progressing to the next module of your course, where you are invoiced by module
- Discretionary funding offered by the University will not be released
- If you are a Tier 4 student requiring a status letter to obtain a visa for travel outside of the UK this may be refused

If you make the required arrangement to pay your tuition fees but the payment fails, then again you may be asked to provide a written explanation to the Fee Debt Panel to explain why and for them to consider your situation.

In the event of withdrawal, you will be liable for your tuition fees in line with our Tuition Fee Policy. In cases where there has been no engagement with university processes or default on payment plans, the University will refer your unpaid accounts to legal debt recovery and/or external agencies to pursue payment; this may include recovery of debt through the courts and will incur additional charges.

Should you be in debt as a result of unpaid tuition fees from an earlier academic year, the following sanctions will be applied.

- You will be prevented from re-registration without exception. If you pay any outstanding fees after the latest registration date you will be unable to register until the following academic year.
- You will be prevented from attending your Graduation Ceremony
- Your certificates, references and transcripts will be withheld
- You will be referred to our debt recovery agents and your debt may be sent to court
- You will be withdrawn from your course and sponsorship of your visa will be withdrawn if you are a Tier 4 visa student
- If you are a Tier 4 student your graduation will not be confirmed to the UKVI which may impact the approval of subsequent immigration decisions

Postgraduate Loans

If you are in receipt of a postgraduate loan, a variation of the payment plan will be considered to reflect your receipt of the loan and the payment arrangements in place from the Student Loan Company (SLC), if you share a copy of your loan schedule with the Credit Control team

You are only eligible to receive the second year of funding if you meet the progression requirements of your course and move from stage 1 of your course to stage 2. If you do not progress you are not eligible to receive further funds. In the case where you may fall into debt and you are required to pay for the year of study, the University will work with you to manage this debt and enable you to progress.

Serious Personal Circumstances

Serious personal circumstances do not mean you no longer have to pay your fees. It is your responsibility to ensure you have engaged with either the Student Money Service, a student support advisor or other relevant University support services. In such circumstances, the University will work with you to manage your financial commitments or debt and to safeguard your academic progress where it is appropriate to do so.

If you owe the full balance of your fees at the end of the first term and there has been no response by you to communications from us and/or there is evidence of no academic engagement, you will be withdrawn for failure to pay. The exception will be cases where it is known by the University that you, for whatever reason, have been reasonably unable to engage. Note: You will still be liable for that proportion of fees due for that term.

If you are an international student, then any debt sanctions imposed will be coordinated with the Immigration Advice Team and will be subject to a final payment warning. The decision to withdraw you for non-payment will be reported to the Immigration and Visa team for action with UKVI.

Other Debt

Accommodation Debt

Accommodation offered by the University's Accommodation Services is dependent on you signing a Licence/Tenancy Agreement for the period of accommodation. All payments for charges should be made in accordance with the terms of the Agreement.

Should you fail to pay to the accommodation charges, Finance Services will commence the process of debt collection and the following sanctions will be applied;

- Issue of Notice to Quit
- You will be referred to our debt recovery agents and your debt may be sent to court

Short Term Loan

Finance Services and the Student Money Service will pursue full payment over the period of your tenure in the University. If you have an outstanding short-term loan you will not be able to access further University financial support, all such cases will be dealt with based on your individual circumstances.

Appealing Fee Charges

The University endeavors to charge all students and apply its policies in a consistent and transparent fashion. The University takes seriously all complaints that students may have with respect of its tuition fees and the application of this Debt policy. If you wish to appeal or contest a fee charge levied by the University, you should do so by contacting your student administration team in the first instance where it will be dealt with as a stage 1 complaint in accordance with the University's complaints procedure. Details of which can be found at:

<http://www1.uwe.ac.uk/aboutus/contactuwe/complaints.aspx>