

FEES, REFUNDS AND DEBT

Purpose and scope

- 1.1. This policy explains how the College sets its fees and charges, when and how a student must pay these, how and when the College refunds any payment, and what the College may do when a student does not pay.
- 1.2. This policy applies to all current and past students for any payments due on or after 1 June 2017 regardless of the date on which a student began their study.

Definitions

- 1.3. 'Study year' means each calendar year from the first day of the student's first term on the award they are currently registered on.
- 1.4. 'Short course' means a programme of study that does not lead to an award. Short courses may or may not attract credits that can later contribute to the award of an award or qualification.
- 1.5. 'SLC-funded student' means students who are paying their tuition fees directly to the institution through a tuition fee loan from Student Finance England or equivalent authorities in Scotland, Wales and Northern Ireland.
- 1.6. 'Self-funded student' means students not receiving tuition-fee loans from Student Finance England or equivalent authorities in Scotland, Wales and Northern Ireland. This includes those students being funded by a sponsor and those receiving Student Loan Company (SLC)-funded maintenance loans only.

Introduction

Overview

- 1.7. The quality of College teaching and services is dependent on funding and the College must act to ensure that it is clear to all students on the fees that are charged for its services and how it will recover any debts.

Principles

- 1.8. Tuition fees and additional charges for all programmes are set by the College and published on the website at www.gsmlondon.ac.uk/feesandcharges.
- 1.9. Each student is liable for the payment of their fees including where sponsorship agreements have been approved. The College will seek to recover fees directly from students in cases where payment from other sources (such a Student Finance England or an approved sponsor) is not forthcoming.
- 1.10. Payment of the course or programme tuition fees entitles a student to:
- a) one (1) delivery of the module;
 - b) access to learning and teaching resources;
 - c) an initial opportunity to attempt each assessment component; and
 - d) one (1) in-module retrieval of assessment elements or referral opportunity (where available)
- 1.11. The College may take appropriate action against students who fail to pay their fees or additional charges or make satisfactory arrangements to pay by the end of a set period after the start date of their programme.
- 1.12. Further, in the event of non-payment of tuition fees, the College reserves the right to terminate the registration of a student, prevent participation in graduation ceremonies and withhold degree certificates, transcripts and references.

NOTE: The Department for Education (DfE) sets the maximum tuition fee support available to UK and EU undergraduate students.

Undergraduate students receiving funding from the Student Loans Company (SLC)

- 1.13. UK/EU students on a designated undergraduate programme may be eligible for a tuition fee loan from Student Finance England or equivalent authorities in Scotland, Wales and Northern Ireland. This financial support is administered by the Student Loans Company (SLC). Eligible full-time students may also apply for a maintenance loan to support them with the costs of studying full-time.

- 1.14. Students are responsible for entering the correct programme and fee information when applying to the SLC for support. Applications for support must be made for each year of study for the correct programme, programme year and amount.
- 1.15. Applications for SLC tuition fee loans must be completed, including the provision of all requested documents to the SLC, before the start of term.
- 1.16. SLC-funded students will not normally be allowed to complete registration for their programme of study until they have provided evidence to the College that they have completed an SLC application form.
- 1.17. Students whose applications for funding are rejected by the SLC after they have started their programme will be liable to pay their own tuition fees. Students receiving late notification from the SLC of rejected applications should contact the College as soon as possible to discuss their options.
- 1.18. The SLC will normally provide loan funding for a first undergraduate degree for the number of years' duration of the programme plus one (1) year. Students will be personally liable for any additional years of study, or for any years of study that may not be funded by the SLC due to previous study at another institution.

NOTE: The maximum SLC tuition fee loan available to any undergraduate student at the College is currently £6,000 per academic year of study. SLC-funded students registering on an accelerated degree programme accept responsibility for direct payment of all tuition fees charged above this amount at the liability points specified in this document.

Changes to tuition fees

- 1.19. If DfE applies inflationary increases to the amount of tuition fee funding that can be claimed by the College students on designated programmes, the College may increase the tuition fee charged to students in line with this increase. In this event, all existing students will be liable for the increased fee amount from the start of their next study year.

Tuition fee liability

Tuition fee liability

- 1.20. On an **accelerated** undergraduate programme, a student is liable for the annual tuition fee as follows:
- a) At the **first** liability point – Monday of week 3 of their first term in the study year – the student is liable for 31% of the annual tuition fee (£2,500).
 - b) At the **second** liability point – Monday of week 1 of their second term in the study year – the student is liable for 31% of the annual tuition fee (£2,500).
 - c) At the **third** liability point – Monday of week 1 of their third term in the study year – the student is liable for 38% of the annual tuition fee (£3,000).
- 1.21. On a **standard** undergraduate programme, a student is liable for the annual tuition fee as follows:
- a) At the **first** liability point – Monday of week 3 of their first term in the study year – the student is liable for 50% of the annual tuition fee (£3,000).
 - b) At the **second** liability point – Monday of week 1 of their second term in the study year – the student is liable for 50% of the annual tuition fee (£3,000).
- 1.22. On a **taught or research** postgraduate programme, a student is liable for the annual tuition fee as follows:
- a) At the **first** liability point – Monday of week 3 of their first term in the study year – the student is liable for 50% of the annual tuition fee.
 - b) At the **second** liability point – Monday of week 1 of their second term in the study year – the student is liable for 50% of the annual tuition fee.
- 1.23. On a **short course or non-award** programme, a student is liable for the tuition fees in full before the course or programme starts.

Additional periods of study (including module resits and repeats)

1.24. A student who does not pass a module in their initial entitlement may re-attempt the module without teaching; a charge of £40 is made for second attempts.

1.25. Students are liable for tuition fees for retaking modules and any additional periods of study required to complete their credits, as follows:

1.25.1.1. Undergraduate students who are retaking modules in addition to the normal credit load in a term *and* have not passed their programme completion date will be liable for a tuition fee of £10 per credit until they pass their programme completion date.

1.25.1.2. Undergraduate students who have passed their programme completion date **but not entered a new study year** (that is, they have not passed the anniversary of their start date) will be liable for a tuition fee of £50 per credit until they enter a new study year.

1.25.1.3. Undergraduate students who have passed their programme completion date and entered a new study year (having passed the anniversary of their start date on the programme) will be liable for a tuition fee of £50 per credit and may study up to three (3) semesters a year until their maximum period of registration is reached.

1.26. Fees will be payable according to the same liability schedule applied to all other tuition fee payments.

NOTE: If an accelerated student exceeds their normal programme completion date and requires one (1) or more additional semesters of study, the College may require that the student transfers to a standard 3-year degree programme. In this event the College will submit a Change of Circumstances (CoC) form to the SLC to notify them of the change so that tuition fee and maintenance loan funding can be adjusted accordingly.

NOTE: For SLC-funded students, the SLC will normally provide tuition fee funding for students to re-take one (1) year (a maximum of two (2) semesters) of study, if required. A student who is not receiving tuition fee loans, or is not eligible to receive tuition fee loans for repeat study at the College (for example because they previously studied elsewhere or have taken a break in their studies), is still liable to the College for the full tuition fee amount.

Charges

1.27. Charges are any payments owed to the College for services other than tuition fees. Examples of a charge are library fines, replacement books, regulatory charges, field trips, or computer printing.

1.28. The arrangements for paying a sundry charge will be explained by the College, Department or service making the charge. If an official College invoice has been raised, payment must be made in full within thirty (30) days of the date of invoice.

Payments

1.29. The College accepts payment:

- a) online via the College's online payment system (Sagepay);
- b) by telephone using a credit or debit card;
- c) in person using a credit, card debit card or cash at the Greenwich or Greenford campuses;
- d) by recurring credit or debit card payment; or
- e) by bank-to-bank transfer.

NOTE: The College does not accept American Express or Diners Club cards and does not accept payment by banker's draft or cheque.

1.30. The College allows payment by instalments if the total tuition fees payable exceed £1,000. This allows students to spread their tuition fee payments over a number of months. Payment by instalment does not alter the amount owed at each liability point.

1.31. Students will periodically receive tuition fee statements but the College does not issue reminders for individual instalments. Students are responsible for staying informed about their tuition fee payments.

1.32. If a deposit is required, payment by instalments is available on the remaining balance after the deposit has been paid.

- 1.33.If a student misses an instalment payment, the full current liability becomes due and the College may refuse future payments by instalment.
- 1.34.Payments made to the College by students (or past students) will be applied to each category of debt listed in the order below and in the order in which they were incurred (earliest debt first):
- a) to pay tuition fees owed by the student; then
 - b) to pay sundry charges owed by the student.

Undergraduate maintenance loan support

- 1.35.Maintenance support is generally released by the SLC to undergraduate students 3-5 working days after the College submits a registration confirmation and never before the first day of teaching week 1.
- 1.36.For new students, the College will submit registration confirmation after evidence of attendance at induction week. For returning students, the College will submit registration confirmation after completion of online re-enrolment for the coming semester.
- 1.37.Students should make provision for a short gap between the start of their studies and the receipt of any maintenance loan or grants to which they are entitled. If a student experiences a delay in receiving maintenance loan funding, leading to difficulties attending scheduled classes or engaging with their studies, they should immediately contact the Student Finance Team.

Transfers into or out of another institution

- 1.38.Students with tuition fee loans from Student Finance England may transfer to another university or Higher education provider after their programme starts.
- 1.39.If a student has attended the College on or beyond a liability point, the College will retain the tuition fee loan payable at that liability point.

1.40. If a student – with approved tuition fee loans – transfers to the College after registering or studying at a different institution, the College will expect to receive tuition fee funding from the liability period following the transfer.

Sponsorship

1.41. A sponsor is a commercial or charitable organisation providing full or part funding of a student's tuition fees. A sponsor may be the student's employer, government embassy, charity or other company. However a parent, other relative, or friend is not defined as a sponsor. For the purposes of this policy, the SLC, research councils, local authorities and library boards are not defined as sponsors.

1.42. To be fully registered on a programme, students receiving funding from a sponsor must provide a signed letter of confirmation to the College on the sponsor's official letterhead.

1.43. The College will invoice sponsors for their contribution to the student's fees after the student has been enrolled. Sponsors must pay in full within 30 days from the date of invoice. Instalments are not offered to sponsors.

1.44. Students who will be receiving partial sponsorship for their course of study will have the normal self-financing payment arrangements applied to their portion of their tuition fees.

Changes to a student's study

1.45. *Taking a break from a programme*

A student taking an approved interruption of study will be liable for fees and charges, depending on the approval date. If the College approves the interruption of study:

1.45.1.1. before the cancellation period has ended, the student will be eligible for a full refund of any tuition fees paid for the programme;

1.45.1.2. after the cancellation period has ended but before the first liability point, the student will be eligible for a full refund of any tuition fees paid for the programme;

1.45.1.3. on or after a liability point, the student will be liable for the full tuition fees incurred to that point. If a student has already paid fees due at a future liability point, the College will fully refund that amount.

1.46. In this event, the student's 'programme completion date', for the purposes of this policy, will be adjusted to account for the number of interrupted semesters.

1.47. If a student is granted an interruption and is receiving SLC maintenance loan funding, the College will notify the Student Loans Company of the interruption.

NOTE: Payment of maintenance loan funding will usually stop for the period that the student has interrupted their study, except in cases of serious ill health. The decision is made by the SLC and not the College.

NOTE: In line with SLC regulations, a student who interrupts their programme part-way through a year of study will normally lose the rest of the year's entitlement to tuition fee loans. This may mean that additional tuition fee funding will not be available to the student at a later point.

1.48. *Transferring programmes*

Tuition fee charges differ between programmes. A student will be invoiced the fee appropriate to a programme at the point of provisional registration. Students must make the necessary payment before the programme's first liability point.

Students transferring after a liability point from one (1) programme to another where the fees charged for the second programme are higher than for the first must pay the fee appropriate to the new programme.

1.49. *Withdrawing from a programme*

A student withdrawing from a programme will be liable for fees and charges, depending on the date the College receives their withdrawal request. If the College receives the student's request:

1.49.1. before the cancellation period has ended, the student will be eligible for a full refund of any tuition fees paid for the programme;

- 1.49.2. after the cancellation period has ended but before the first liability point, the student will be eligible for a full refund of any tuition fees paid for the programme;
- 1.49.3. on or after a liability point, the student will be liable for full tuition fees incurred to that point. If a student has already paid fees due at a future liability point, the College will fully refund the amount paid.
- 1.50. The official withdrawal date will be recorded as the date on which the College receives the written notification of withdrawal or the date on which the Award Board reached its decision.
- 1.51. If a student withdraws and is receiving SLC maintenance loan funding, the College will notify the SLC of the withdrawal.
- 1.52. Where a **postgraduate degree student** withdraws from their programme of study, the College will refund tuition fees already paid on a pro-rata basis according to the proportion of teaching or supervision already received.

Deposits

- 1.53. All new international students starting a degree programme at the College must normally pay a deposit of £4,000. All students are expected to pay the deposit before or on the first day of enrolment. Payment of the deposit is a condition of enrolment and, for students requiring a Tier 4 visa, a condition for being issued with a Confirmation of Acceptance of Studies (CAS).
- 1.54. If a student decides to cancel their application or withdraw from a programme of study, the College will not normally refund their deposit a visa was refused and the College decides that the refusal was the student's fault.
- 1.55. The College will usually only accept deferral to a future semester on the payment of a non-refundable tuition fee deposit.

Refunds

- 1.56. Overpayments may arise where a student has paid tuition fees or charges in advance that are more than the fees or charges they are liable for to that date.
- 1.57. If an overpayment is made, the College will:
- a) offset the overcharge against future liabilities held on the student's tuition fee account; and then
 - b) refund any further overpaid amount in full to the student.
- 1.58. Refunds will only be made to the original payer and via the original method of payment. Refunds will not be issued in cash or by cheque. Any payments originating from these methods will be refunded by direct bank transfer.
- 1.59. Overpayment arising as a result of amounts paid by the SLC will be returned to Student Finance England and will not be paid to the student.
- 1.60. Students will be asked for documentary evidence or confirmation of bank/payment card details to support a refund request. Students should make refund requests via the refund request form. The Finance Department aim to process all refund requests within 30 days of receipt.
- 1.61. If tuition fees paid initially by the student are later paid in full (as cleared funds) by another person or body, the College will normally refund the student.
- 1.62. Overpayment arising as a result of a Professional and Career Development Loan will be refunded to the original payer and not to the loan provider. The College recommends that students consider using this refund towards repaying the loan.
- 1.63. The College will only action refunds occurring after withdrawal or interruption of study when the student has completed the appropriate form and submitted it in writing to the relevant College department.

Debt and non-payment

- 1.64. The College will at all times seek to be understanding of individual students' financial circumstances. Any financial difficulties being experienced must be highlighted as early as possible to the College in writing or by making an appointment to see a Finance Team member.
- 1.65. The College will take action to enforce settlement of debt for unpaid fees and charges against all current and former students who have failed to discuss with the College a solution to settle the debt, or who have failed to honour agreements to pay.
- 1.66. In addition, the College may charge interest on any unpaid fee at an annual rate of 5% above the Bank of England base rate. (For example, this means that if a student is overdue in paying £6,000 in tuition fees and the base rate is 0.5%, interest will accrue at £330 a year or £0.90 a day.)
- 1.67. If a student leaves their studies with debt owing to the College, the Finance Department will continue to pursue the debt. If the former student fails to make arrangements to settle the debt, they will be referred to the College's debt collection agency for further action up to and including court action. The student may then be liable for other associated costs on top of the debt including interest, court costs and administration costs.
- 1.68. If any student falls into arrears with tuition fees, the College will take the following steps to recover the debt. At each stage this may result in the arrears being cleared by payment or an agreed payment plan to reschedule the remaining amounts due.
- 1.68.1. *Step 1:* The College will issue a reminder (Day 1) to the student that they have missed a payment due date and that the amount due needs to be paid within five (5) calendar days.
- 1.68.2. *Step 2:* If the amount still remains due on the 7th calendar day, the College will arrange for the student's access to computing facilities (including their ability to submit assessment) to be withdrawn.

- 1.68.3. *Step 3:* If after a further seven (7) calendar days the debt is not cleared, the College will send a second reminder (Day 14) to the student asking them to arrange a meeting to discuss the arrears, and notifying them that a charge of £100 has been made to cover the administrative and staffing expenses of chasing the debt.
- 1.68.4. *Step 4:* If after a further seven (7) calendar days the debt is not cleared, the College and the student has failed to arrange an appointment the College will issue an 'Initial notice of non-compliance' under the regulations for Termination of Registration.
- 1.68.5. *Step 5:* After completion of the Termination of Registration process, the student may be referred to the College debt collectors.

NOTE: Such action may lead to a County Court Judgment being registered and bailiffs being asked to seize property. This may also affect the student's credit rating and they may find it difficult to gain credit for six (6) years. The student will be liable for other associated costs on top of the debt including administration costs incurred by the College and third-party costs including commission, interest and court costs.

1.69. Any student with a tuition fees debt will not be able to:

- a) fully register or enrol on the next academic stage;
- b) receive formal transcripts, degree certificates or official references;
- c) receive payments of bursaries and scholarship;
- d) graduate from the College or attend the graduation ceremony; or
- e) apply for admission to another College programme or course.

NOTE: To avoid doubt, academic sanctions (specifically those referred to in the section above) do not apply to non-tuition fee debts. Non-tuition fees include accommodation charges, charges for childcare services, library charges, examination and submission fees, student loans, and fines and penalties.

Advice and support

- 1.70. Students may seek advice and assistance on payment of tuition fees and associated costs from a number of external agencies, including:
- a) The Student Loans Company; www.slc.co.uk.
 - b) UKCISA: The Council for International Education; www.ukcisa.org.uk.
 - c) National Union of Students; www.nus.org.uk.
 - d) National Association of Citizen's Advice Bureau; www.nacab.org.uk.

1.71. Advice for students and staff on fees, refunds and debt, and the associated lower-level College rules, is available from the Student Finance Team (studentfinance@gsmlondon.ac.uk). More complex queries may be referred to appropriate individuals.

Fees

1.72. The College is not liable for financial or other consequences arising from action under this policy.

Legal and regulatory context

1.73. These regulations concern the terms on which the behaviour in a relationship between the student and the College may be managed. Therefore, while there is limited legal context specifically on student loans, this policy has taken account of the College's public-law duties including our general duty to act reasonably, fairly and lawfully towards students, and the law of tort (civil wrongs) on duty of care.

1.74. The College may not be bound by the principles in paragraph 1.72 and this policy alone may not provide the procedure to meet all of these principles, some of which may be met by other College policies and procedures. It uses the principles as guidance only, to help it deal soundly with these matters.

Enforcement, monitoring and review

1.75. If any person or body in the College refuses to comply with a request or decision made to enforce this policy, their refusal must be reported to the Director of Finance, who will take such action to enforce this policy as they think necessary.

1.76. Each year, the College must receive a report that enables it to monitor, identify and act on any shortfalls in how these regulations are interpreted and applied. The annual report must include statistical data on the number payments and debts by type; the outcomes, Departments and programmes from which they originate; the length of the process in resolving debt; and the equality

characteristics (including sex, disability and ethnicity) of those to whom penalties are applied by level.

1.77. Every two (2) years, the College must review these regulations to ensure that:

- a) they remain up to date and continue to meet the expectations of the UK Quality Code, applicable legislation or guidance;
- b) areas of improvement, or any concerns, raised by students, external examiners, or professional bodies have been addressed; and
- c) opportunities to reduce unnecessary bureaucracy have been taken.

Schedule (not part of the policies or regulations):

Responsible Officer: Academic Registrar

Approved by: Board of Directors and Academic Board

Version: 1.0

Date: 1 June 2017

Monitoring and Review Body: Academic Regulations and Awards Committee

Effective From: 1 June 2017

Next Scheduled Review: June 2018