

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 3rd 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.

Online	<p>A student can pay online at http://www.bcu.ac.uk/student-info/finance-and-money-matters/payments</p> <p>The University accept most major debit and credit cards.</p>
By telephone	<p>ASK Student enquiry service on 0121 331 7777</p>
In person	<p>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</p>
By Bank Transfer	<p>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.</p> <p>NatWest Birmingham City Centre Branch 1 St Philips Place, Birmingham B3 2PP</p> <p>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</p> <p>Please include their name, student number (if a student has one), amount and date</p>

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, 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>