

Student Tuition Debt Collection Policy

December, 2018 v14.9

POLICY

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| Approving authority: | University Executive |
| Consultation via: | Professional Services Leadership Board, Fees Working Group, Directors of Administration. |
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| Responsible Executive: | Director of Finance |

POLICY

HERIOT-WATT UNIVERSITY
STUDENT TUITION DEBT COLLECTION POLICY

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POLICY

1. INTRODUCTION

Heriot-Watt University's Charter allows it to demand and raise fees¹. These are defined in its Ordinances²:

Fees are the various sums which are levied in respect of the academic work of the University and which are determined by the Court. These fees include tuition fees, registration fees, laboratory deposits, examination fees and graduation fees.

The University must collect the fees it levies. Collection must comply with the University's Charter and Ordinances, and all other applicable laws and regulations.

2. PURPOSE

This policy sets out the principles that the University will follow collecting student fees. These principles agree with the framework of Section E, Ordinance 1.

3. OBJECTIVES

The University will seek to maximise collection of all fees levied.

The University will also be guided by the principle that its actions are:

- clear and consistent
- fair and reasonable
- open and transparent
- legally compliant

4. SCOPE

Student Tuition Debt Collection Policy covers all fees set out under Section E, Ordinance 1, paragraph 3.1 (see above).

Tuition fees do not include other University goods or services which are not necessary parts of an academic course.

This policy applies to University staff and students (at its campuses in Scotland, both on- and off-campus. It does not apply to staff or students at the Edinburgh Business School; or at the University's campuses in Dubai and Malaysia, where different legal jurisdictions apply; or at Approved Learning Partners. These campuses and Partners have their own policies.

5. LINES OF RESPONSIBILITY

The University Executive has responsibility for ensuring that the University meets the commitments detailed in this Policy.

The Director of Finance as head of the Finance Office is responsible for the day-to-day management and implementation of this Policy.

¹ Heriot-Watt University Charter Articles 4.2.3 and 4.7.3

² Heriot-Watt University Section E, Ordinance 1 Fees, Charges, Fines and Debts, paragraph 3.1

Schools and Departments of the University who levy the charges and/or fines set out in 1. above, or administer or manage them, are responsible for ensuring that they are in compliance with this policy.

6. MONITORING AND EVALUATION

Monitoring and review of this policy is the responsibility of the Director of Finance. This policy will be reviewed periodically to ensure continued compliance with legislation, effectiveness, and equality impact.

7. IMPLEMENTATION

Standard Terms and Conditions

Section E, Ordinance 1, paragraph 5 states that:

All fees and charges due to the University are payable in advance and except in exceptional circumstances shall not be returned.

The University currently waives strict compliance with this Ordinance with regard to tuition fees. Instead tuition fees are payable either:

- i. 30 days after the start of the course for all tuition fees not being paid under the University's online recurring payment schemes.
- ii. On the specific instalment dates that are allowed under the University's online recurring card payment schemes. These are notified to students from time-to-time and before agreeing to pay using this scheme.

Fees are due for all students and are charged by academic session.

The University must not convert tuition fees into a loan.

Under its Policy on Advance Instalments, the University may require students to make an advance payment before they enrol for an academic session. Advance payments do not affect these terms and conditions.

Students become personally liable for their own fees when they accept a firm offer. The University requires all such students to ensure that fees can be paid in full when they fall due.

Students with a University fee scholarship will have their fees waived for the academic session/s as covered by the fee scholarship.

Eligible undergraduate students may have their fees paid by the Student Awards Agency for Scotland (SAAS) or the Student Loan Company (SLC).

All other students who are not paying their own fees for an academic session themselves must provide proof of sponsorship.

Sponsors include companies or foreign government agencies. Third parties who are not being invoiced directly by the University are not sponsors.

Payment Methods

The University offers students several payment methods, including:

- Online recurring payment scheme
- Payment via Western Union
- Debit and credit card
- Bankers draft
- Cheque
- Cash

Additional Payment Information

Students should be notified in advance of changes to payment methods unless changing economic conditions, new regulatory requirements or fraud prevention mean this is not possible.

Additional charges for bank fees and administration should only be charged when students have been notified in advance.

Students making payment from a non-UK bank must pay for all currency translation, conversion and bank charges incurred by the University.

The University may require students to pay bank charges incurred by the University from processing payments by debit or credit card.

The University accepts no liability for cash, paper documentation or any other form of payment which is lost in the post or in transit.

Variation of Standard Terms and Conditions

The University is under no obligation to extend payment terms beyond its standard terms and conditions.

However, the University recognises that major events can occur, which:

- i. are beyond foresight and control, and
- ii. create an ongoing disruption to a student's flow of funds, and
- iii. limit or constrain the student's ability to pay fees when they fall due.

In these exceptional circumstances, and at its own discretion, the University may extend payment terms beyond its standard terms and conditions.

In determining a request to extend payment terms the University may require the student to provide documentation to support the request.

Refunds

Section E, Ordinance 1, paragraph 5 states that:

All fees and charges due to the University are payable in advance and except in exceptional circumstances shall not be returned.

However, at the University's discretion, refunds may be given:

- i. for advance payments (see above) made by students who have been refused a Student Visa by the UK Border Agency, or
- ii. for fees on a proportionate basis for student formally withdrawing from a course.

Students requiring refunds to a non-UK bank must pay for all currency translation, conversion and bank charges incurred by the University

Non-Payment of Fees

If fees are not paid when due sanctions should be applied. Sanctions which can be applied by the University are set out on Section E, Ordinance 1, paragraph 6:

6. *On the direction of the Court and after reasonable notice has been given, a Student who is in debt to the University in respect of fees shall be liable to one or more of the following:*
 - 6.1 *he or she shall be required to pay any costs of debt collection incurred by the University in recovering fees;*
 - 6.2 *he or she shall be excluded from lectures, tutorials and other classes including practical classes and from examinations, or from the University;*
 - 6.3 *he or she shall not be eligible to register as a Student;*
 - 6.4 *he or she shall not be eligible to register as a user of the Library and Computing Services facilities of the University; and*
 - 6.5 *he or she shall not be eligible to receive a degree or other award.*

Practical application of these sanctions includes:

- i. removal of access to Vision and/or other University online services
- ii. bar on re-enrolment for a new academic session
- iii. restrictions on issuing letters certifying student status
- iv. withdrawal of scholarships and/or bursaries
- v. bar on graduation
- vi. starting legal proceedings for recovery of debt, where the University will apply for its legal costs to be paid by the student – if the court decides in favour of the University then this can negatively affect the student's credit rating, which may limit their ability to take out loans or mortgages at a future date.

Communication

The University undertakes to communicate fee information to students in the fullest

possible way:

- students should be notified of their fees for an academic session
- monthly statements should be sent to students with any unpaid fees
- reminder (dunning) letters should be sent to students with overdue fees

Additionally, to recover overdue fees the University may:

- contact students by telephone, email or other electronic means
- require students to provide evidence of means (income, expenditure, assets and liabilities)
- require students to provide evidence of changes in their circumstances
- require students attend interviews to facilitate payment of fees

The University will primarily contact students using the Heriot-Watt University email account that the University issues to each student on enrolment (account ending hw.ac.uk). Students agree to check this email account regularly as part of the terms and conditions they agree to before enrolling.

The University may also contact students using the contact details students themselves have given to the University.

Data Protection

Under the current Data Protection Act 1998 the University is legally prohibited from giving information concerning a student's financial situation to any individual/organisation with which it does not have a direct business relationship. This includes individuals and organisations who have agreed to fund that student's fees and extends to a student's family members.

The University must not release this information to such individuals/organisations unless specifically authorised to do so in writing by the student themselves.

However, the University may share information concerning a student's financial situation amongst its own staff and individuals who are contracted to work for it, where it has a business need to do so.

Where debt has been passed for legal action, the University may release any personal data it holds on the defaulting student to its solicitors or collecting agents which is deemed necessary to facilitate collection. Under these circumstances the University's solicitors or collecting agents will be contracted to act as data processors for the University and a data sharing agreement will be in place between the University and the solicitors or collecting agents.

Fraudulent Activity

Fraud is defined as including any of the following: theft, false accounting, bribery, corruption, money laundering, forgery, deception and collusion or other financial malpractice.

Where fraud is suspected or discovered immediate action must be taken under the Fraud Prevention and Response Plan (<https://www.hw.ac.uk/documents/fraud-prevention-plan.pdf>).

Where, as a result of fraud, the University has, or is at risk of, suffering a financial loss it may take immediate steps, without further reference to minimise the risk and/or

recover any funds advanced or debts outstanding.

8. RELATED POLICIES, PROCEDURES AND FURTHER REFERENCE

Policies

Student Non-Tuition Debt Collection Policy v14.9

Supersedes <http://www.hw.ac.uk/documents/student-fees-policy.pdf> (v12.1)

Procedures

N/A – the related procedures constitute information within section 43(2) of the Freedom of Information Act 2000.

Further reference

Universities' Terms and Conditions, An OFT report, February 2014

http://webarchive.nationalarchives.gov.uk/20140402142426/http://oft.gov.uk/shared_ofc/consumer-enforcement/OFT1522.pdf

9. DEFINITIONS

N/A

10 FURTHER HELP AND ADVICE

Further help and advice on this policy is available from the Accounts Receivable team, Finance Office, Edinburgh Campus.

POLICY

11. POLICY VERSION AND HISTORY

| Version No | Date of Approval | Approving Authority | Brief Description of Amendment |
|-------------------------------------|-------------------------|---|---|
| V. 14.2 (Draft for consultation) | | e.g. UE | (include a broad summary of changes and detail any policies that have been superseded by the new document) |
| V. 14.3 (Draft for consultation) | | TBC | Completion of sections 5, 6, 7, 8, 9 and 10 |
| V. 14.4 (Draft for consultation) | | TBC | Re-dating of draft policy from May 2015 to February 2017 and change Secretary's Board to Professional Services Leadership Board |
| V. 14.5 (Draft for consultation) | | UE via i) Fees Working Group and ii) Professional Services Leadership Board | Changes to text following a review by Information Governance. |
| V. 14.6 (Draft for Approval) | | | Greater detail on consequences of legal action. |
| V.14.7 (Draft for Approval by FWG) | 09.04.2018 | Fees Working Group | Removes EBS from scope, updates references to Charter and Ordinances |
| V.14.8 | | | Fraud Prevention Policy Link Updated |
| V.14.9 (Draft for Approval by UE) | xx.xx.xxxx | University Executive | Updated to new corporate logo format. |