

# FEES AND CHARGES REGULATIONS FOR ACADEMIC YEAR 2020/21 (incorporating refunds and compensation)

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## FEES AND CHARGES REGULATIONS FOR ACADEMIC YEAR 2020/21

You can access information on University fees, bursaries, scholarships and any available help with the cost of fees for your programme (course of study) from the University website. You are also advised to contact the student finance advisors in the Student & Library Services department or the student support advisors in the SU Student Support (SUSS).

(On-Campus students referred to in this document means those students who would normally study on-Campus but due to the restrictions imposed in relation to Covid-19 are studying either on-line or through the hybrid teaching model)

### 1. TUITION FEES AND 'ACADEMIC-RELATED' CHARGES

1.1 **Fee status:** For tuition fee purposes, your fee status will be assessed by the University and you will be classified as 'Home', 'Home (EU)' or 'Overseas'. The University's assessment as 'Home' or 'Overseas' for fees purposes is independent of any decision which [Student Finance England](#), or other UK student loans awarding agency, may make concerning your entitlement to financial support.

Detailed information relating to fee status is available on the UKCISA website at <http://www.ukcisa.org.uk/Information--Advice/Fees-and-Money/England-feestatus>. If you believe that you have been incorrectly classified, you can request that the University carries out a fee assessment by contacting the Admissions Team ([admissions@tees.ac.uk](mailto:admissions@tees.ac.uk)) in the Student Recruitment and Marketing department.

1.2 **Tuition fees:** Tuition fees for University programmes are published on the Teesside University website. For full time programmes of a duration of more than one academic year, the published fee is an annual fee, payable each year, for the duration of the programme. Your annual tuition fees cover your first attempt at all of the modules necessary to complete that academic year which includes a reassessment attempt of any failed components of the module. A re-study of any modules will incur additional charges calculated by the number of credits. Home/EU tuition fees may be subject to annual increases but will not increase more than the UK Government's maximum regulated tuition fee limit set for the

relevant academic year. International fees are fixed at the same level as the year of first registration for all years of study on the programme.

**1.3 Fee waivers for continuing students:** In the academic year 2020/21 you will only receive a University fee waiver if you are a continuing student on a programme on which you registered before the academic year 2012/13, you were awarded a University fee waiver for the previous academic year and you continue to meet the criteria set by the University.

**1.4 Tuition fee liability:** By enrolling onto a programme you are contractually required to pay the tuition fees and other fees relating to the programme and be bound by these Fees & Charges Regulations. This obligation to pay tuition fees covers a full academic year or the length of the course if this is shorter than one academic year duration. See Appendix 3 for details of how to pay your fees.

**1.4.1 Student Loan Company (SLC):** If you intend to use SLC funding to pay all or part of your fees, you should indicate this when you register and enrol. You should note that you remain fully liable for payment. If the SLC does not pay your fees or subsequently revokes its decision, the Finance department will invoice you directly.

Please note:

1. For undergraduate applicants the SLC tuition fee loan value is paid directly to the University.
2. For postgraduate applicants the SLC loan value is paid directly to themselves.

It is the Student's responsibility to ensure that the University is paid in full.

**1.4.2 Sponsorship:** If you have a financial sponsor (e.g. employer or government agency) who has agreed to pay your tuition fees, you must provide details of your sponsor during the online registration/enrolment process. We will e-mail the sponsor to obtain written confirmation that they will pay your fees. You should note that you remain fully liable for payment. If your sponsor does not pay, the Finance department reserves the right to impose one or more of the sanctions as detailed in 4.1 and invoice you directly.

**1.4.3 Third party commissioned courses:** If you are studying on a programme which a third party has directly commissioned with the University and enrolment is at the request of your employer, your employer will be liable for your tuition fees. In the event that your employer does not meet their contractual obligations, the University reserves the right to suspend the course and withdraw teaching.

**1.5 Tuition fee payments:**

### 1.5.1 On-Campus Home & EU students:

Undergraduate students whose fees will be initially funded by a tuition fee loan provided by the Student Loan Company (SLC) will have their fees collected from the SLC as per their loan agreement. For self-funding students studying, on-campus, on programmes with a duration of one academic year or more, the University operates 3 options for payment of your annual tuition fees:

Option 1 Payment in full by the invoice due date.

Option 2 Payment in 3 equal instalments due:

<b>Sept/Oct 2020 enrolments</b>	<b>Jan/Feb 2021 enrolments</b>
31 <sup>st</sup> October 2020	31 <sup>st</sup> March 2021
12 <sup>th</sup> January 2021	30 <sup>th</sup> June 2021
20 <sup>th</sup> April 2021	30 <sup>th</sup> September 2021

Dates for Post Graduate 3 instalment option will be agreed in line with the Post Graduate Loan payment dates set by the SLC.

Option 3 Payment in 7 equal instalments due:

<b>Sept/Oct 2020 enrolments</b>	<b>Jan/Feb 2021 enrolments</b>
31 <sup>st</sup> October 2020	31 <sup>st</sup> March 2021
30 <sup>th</sup> November 2020	30 <sup>th</sup> April 2021
31 <sup>st</sup> December 2020	31 <sup>st</sup> May 2021
31 <sup>st</sup> January 2021	30 <sup>th</sup> June 2021
28 <sup>th</sup> February 2021	31 <sup>st</sup> July 2021
31 <sup>st</sup> March 2021	31 <sup>st</sup> August 2021
30 <sup>th</sup> April 2021	30 <sup>th</sup> September 2021

For programmes with a duration of less than one academic year or for students who have a financial sponsor, payment in full is required by the due date on the invoice.

### 1.5.2 On-Campus International students:

All new self-funded international students must pay a deposit of £4,000 before a Confirmation of Acceptance for Studies number (CAS) is issued. The requirement for payment of a deposit is detailed in all conditional offer letters. If you are applying for a six month International Foundation programme or a pre-session English course the University requires full fees in advance of enrolment.

The University operates 3 options for payment of the balance of tuition fees or for continuing international students re-enrolling onto subsequent academic years of their programme:

- Option 1 Payment in full by the invoice due date.  
 Option 2 Payment in 3 equal instalments due:

<b>Sept/Oct 2020 enrolments</b>	<b>Jan/Feb 2021 enrolments</b>
31 <sup>st</sup> October 2020	31 <sup>st</sup> March 2021
31 <sup>st</sup> January 2021	30 <sup>th</sup> June 2021
30 <sup>th</sup> April 2021	30 <sup>th</sup> September 2021

- Option 3 Payment in 7 equal instalments due:

<b>Sept/Oct 2020 enrolments</b>	<b>Jan/Feb 2021 enrolments</b>
31 <sup>st</sup> October 2020	31 <sup>st</sup> March 2021
30 <sup>th</sup> November 2020	30 <sup>th</sup> April 2021
31 <sup>st</sup> December 2020	31 <sup>st</sup> May 2021
31 <sup>st</sup> January 2021	30 <sup>th</sup> June 2021
28 <sup>th</sup> February 2021	31 <sup>st</sup> July 2021
31 <sup>st</sup> March 2021	31 <sup>st</sup> August 2021
30 <sup>th</sup> April 2021	30 <sup>th</sup> September 2021

For programmes with a duration of one academic year or more international students paying their tuition fees in full, prior to the commencement of the course start date or before enrolment are entitled to an early payment discount of £500.00 (excluding the half year International Foundation Year course which is £250.00).

International students studying a 2 year Masters (MA or MSc) are entitled to the early payment discount of £500 in year 1 only.

### 1.5.3 TU Online and Distance Learning Students

Online students studying a TU Online course exclusively off-campus and by distance learning are required to pay up front in full before or at enrolment, and as a minimum, for the modules being studied. The amount of tuition fee payable will depend on the number of credits in each module being studied. This includes online postgraduate students in receipt of a Student Finance loan. Course content will be released in accordance with the course schedule but only once payment has been received.

Online undergraduate students who are in receipt of a Student Finance loan must provide evidence of such loan on or before enrolment. Without such evidence being provided, course content will not be released.

Online ELCAS funded undergraduate and postgraduate students must provide a copy of their Claim Authorisation Note confirming the amount of funding awarded. Any funding to be met by the student must be paid on or

before enrolment. Course content will not be released without such evidence being provided and payment being made.

Students studying a TU Online course and whose course fees are to be paid by their employer, government body, Embassy/Consular Office ('sponsored) should arrange for their course fees to be paid in the same way as self-funding students. Where this is not possible (e.g. no corporate credit/debit card) the University must receive satisfactory evidence of financial assistance from sponsors before enrolment onto each level of study. The required evidence is a letter on letter-headed paper or a financial document such as a Purchase Order, showing an agreement to sponsor, the dates of sponsorship and the amount being sponsored. Sponsored students must provide proof of sponsorship before each enrolment period in order to enrol. It is the student's responsibility to ensure any agreed sponsorship of Course fees is paid within 28 calendar days of enrolment, in the event that a student's sponsor withdraws sponsorship or does not pay within 28 calendar days the Course invoice will be issued directly to the student and must be paid in seven working days. Students are liable for fees if a sponsor fails to pay.

## **1.6 Student Liability periods (interruption and withdrawal):**

1.6.1 As per paragraph 1.4, you become liable for payment of your annual tuition fees or for the full duration of the course if shorter, once you have completed the online registration/enrolment process. If you are considering transferring, interrupting or withdrawing from your programme you must talk to a finance advisor in the Student & Library Services department or student support advisors in the SUSS regarding the financial consequences. Information can be obtained at

<https://www.tees.ac.uk/sections/studentssupport/studentfunding.cfm>.

1.6.2 If you withdraw or interrupt, you must formally notify the University by completing and submitting a form which you can obtain from your Academic School or Partner College. The date of withdrawal or interruption is the last known date of attendance or engagement.

1.6.3 The liability periods below are used to calculate any payments due or to be refunded should a student withdraw or interrupt in accordance with paragraph 1.6.2. Students paying fees by instalments who withdraw or interrupt their programme will be required to complete payment of their outstanding tuition fees as determined by the liability periods set out below.

### **1.6.4 On-Campus Home & EU students**

- If you withdraw or interrupt within 2 weeks of the course start date you will not be liable to pay any fees.

- If you withdraw or interrupt after 2 weeks during term 1 - you will be liable to pay 25% of the fees.
- If you withdraw or interrupt during term 2 – you will be liable to pay 50% of the fees.
- If you withdraw or interrupt during term 3 – you will be liable to pay 100% of the fees.
- If in extenuating circumstances the University has agreed to waive the fee liability any Awards that have been paid to you must be repaid in full to the University.

If you are using a loan from the SLC to pay your fees, you will be liable to repay to the SLC the amount of the loan which you agreed with the SLC.

### 1.6.5 On-Campus International students

Note: This section also applies to those international students who would normally study On-Campus but due to the restrictions imposed in relation to Covid-19 are commencing Semester 1 on-line.

Subject to your statutory right to cancel, your deposit of £4,000 is non-refundable unless:

- a) The University is unable to assign a CAS.
  - b) You are refused a visa to study on a programme at the University. The University requires a full copy of the Home Office refusal documentation prior to any refund being made. If it is discovered that a false statement has been made, false documents submitted or significant information omitted and your visa is refused, you will not be eligible for a refund of your deposit.
- If you withdraw or interrupt from a programme of study after 2 weeks of commencing the course the full semester fee will be due\* excluding in the event that a visa is genuinely refused, other than on the grounds of fraud, but where online tuition has occurred.
  - If you commenced your course in September and withdraw or interrupt anytime in the second semester the full fee for the academic year will be due\* excluding in the event that a visa is genuinely refused, other than on the grounds of fraud, but where online tuition has occurred.
  - If you commenced a MA/MSc including with Advanced Practice course in January (and withdraw or interrupt anytime in the second taught Semester (i.e. commencing September of each year), the full fee for the academic year will be due.\*

In all cases the University will retain any deposit which will be used to offset the level of fee due. Any outstanding fee due over and above the non-refundable deposit paid will need to be remitted by the student. Any overpayment by the student will be refunded.

\* If you are receiving a Teesside University Global Excellence Scholarship, this will be deducted from the fees that you are liable to pay before your invoice is generated. Therefore, if you interrupt or withdraw you are liable for the reduced fee after deduction of the Teesside University Global Excellence Scholarship.

### 1.6.6 Online and Distance Learning

Note: This section applies to students studying a TU Online course exclusively off-Campus and by distance learning

If you withdraw within 2 weeks of purchasing your course modules you will not be liable to pay any fees. If you withdraw or interrupt after 2 weeks from the module release date you will be liable to pay in full for any module started. This includes accessing the module material even if you have not engaged.

### 1.6.7 **Non-standard Short Courses (Module Based)** – 60 credits or less (students studying on a short course with a duration of less than one academic year):

- If you withdraw or interrupt within 2 weeks of the course start date, you will not be liable to pay any fees.
- If you withdraw or interrupt after 2 weeks from the course start date you will be liable to pay in full for any module started. Any modules not yet started will be removed and credited in full.

### 1.6.8 Refund Method: Other than in exceptional circumstances, any refunds will be made to the person making the original payment using the same means of payment as the original transaction. You will be required to complete a refund request form, available from Finance or online at <http://www.tees.ac.uk/docs/DocRepo/Student%20regulations/Financial%20Regulations/Refund%20Request%20Form.doc>, detailing dates of payments made and payment method in order to process the refund in accordance with the Anti-Money Laundering Policy. If a cash payment was made, a cheque will be issued. If a credit or debit card refund is rejected the reason for the rejection will be investigated prior to processing an alternative [refund method of cheque/BACS](#).

## 1.7 Refunds and Compensation



1.7.1 Teesside University has published a Student Protection Plan which is designed to assure current and future students that the University has appropriate measures in place to ensure the continuation of study should the need arise.

1.7.2 This section details the circumstances in which a refund or remedy may be applied in the unlikely event that the University is unable to provide continuation of study and or is in breach of contract. It should be noted that the University is committed to ensuring that wherever possible, all students are able to complete their studies and that a remedy under these Regulations is to be considered a last resort.

1.7.3 For changes to and discontinuation of a course:

1.7.3.1 The University may sometimes make changes to a course, or occasionally have to discontinue a course. Such circumstances are outlined in Section C of the University's Quality handbook which can be found at

[http://www.tees.ac.uk/sections/about/public\\_information/quality\\_handbook.cfm](http://www.tees.ac.uk/sections/about/public_information/quality_handbook.cfm).

1.7.3.2 In the event that the University is forced to change the publicised location of a course, where a student incurs additional travel costs as a result, the University will approve the re-imbusement of the affected student's reasonable additional travel costs upon production of receipts. The University will also consider on a case by case basis the reimbursement of other reasonable maintenance costs incurred by the change in location, for example increase in child care costs on the production of receipts or other supporting evidence. Any such receipts should be produced to the University within six weeks of the expense being incurred.

1.7.3.3 Where the University makes a change to a course (which may include the discontinuation of an individual module but excludes change in post graduate research supervision which is dealt with separately under paragraph 1.7.3.9) and the student is not happy with that change, the student can leave the course with reference to the process set out at paragraph 1.6 above. The student's fee liability will then normally be calculated in the same way as referred to in paragraph 1.6. However, in the unlikely event of a change (or module discontinuation) that is likely to have a serious adverse effect on the student (for example by prejudicing their future choice of career), the University will consider their fee liability on a case by case basis.

1.7.3.4 It is extremely unlikely that the University would discontinue an entire degree course prior to completion and the University will always seek to 'teach out' any courses which are due to be discontinued. Where teach out is not possible the University will help to facilitate the transfer

of affected students to an alternative course provider in the UK. In the event that a student has to transfer provider, the University will make refunds to affected students in respect of any element of the course that has been paid for but not taught, as appropriate. The method of refund is as set out in paragraph 1.6.8 above.

- 1.7.3.5 In circumstances where transfer of provider occurs under paragraph 1.7.3.4, if the tuition fees payable to that alternative course provider are higher than those that were payable to the University, the University will pay the difference in those fees upon production of evidence of the fees payable for the first twelve months of study at that alternative provider. Where a student transfers in their final year of study, the University will pay any increase in tuition fees for the remainder of that final year (excluding any resit or repeat periods of study). Any difference in tuition fees will be paid directly by the University to the alternative course provider unless the student is funded via Student Finance in which case the sum will be paid directly to the student.
- 1.7.3.6 The University is committed to honouring student bursaries in circumstances where a student has been granted a bursary by the University and is then required to change course provider under paragraph 1.7.3.4. This means that where the alternative course provider either does not provide a similar bursary or they do but the student is not eligible for such bursary, the University will pay to the provider directly a sum equivalent to the outstanding element of the bursary as a contribution to fees, unless the student is funded via Student Finance in which case the sum will be paid directly to the student.
- 1.7.3.7 Further, where a student changes course provider in the circumstances outlined in paragraph 1.7.3.4 above, the University will consider compensating such student for any reasonable additional travel and/or maintenance costs incurred upon production of receipts and/ or evidence of such provided the need for such additional costs has been agreed with the University in advance of being incurred. Any such receipts should be produced to the University within six weeks of the expense being incurred.
- 1.7.3.8 If a student's course is discontinued before they have completed, and if none of the alternative arrangements offered by the University under paragraph 1.7.3.4 are acceptable to the student, the University will refund to the student in respect of any element of the course that has been paid for but not taught, as appropriate. The method of refund is as set out in paragraph 1.6.8 above.
- 1.7.3.9 If a post graduate student's research supervisor is no longer available before the student has completed, and if there is no alternative supervisor offered by the University, the University will approve a refund to the student in respect of any element of their post-graduate research

that has been paid for but not completed, as appropriate. The method of refund is as set out in paragraph 1.6.8 above.

#### 1.7.4 Breach of Contract

1.7.4.1 The University recognises that there may be rare instances where it fails to meet a contractual obligation that it owes to a student. In such circumstances, both the University and the affected student will seek to work together to remedy the issue. In most cases, the remedy will not involve financial compensation. For example, if a substandard service has been delivered, the student may be offered a repeat performance of part or whole of the course at a reduced price.

1.7.4.2 Where appropriate in accordance with the principles of consumer and contract law, the University may refund a proportion (or all) of the tuition fees that have been paid by a student and/or make a payment to compensate the student for loss or damage suffered as a result of the University's failure to meet its contractual obligations and may include provision for:

- maintenance costs
- lost time
- additional tuition costs
- travel costs as a result of relocation of provision.

1.7.4.3 If a student has a complaint in relation to the University's performance of its contractual obligations then they should raise this under the Student Complaints Policy & Procedure. Note that the Student Complaints Policy also permits a group of students to complain about an issue. If a complaint is upheld then the University will seek to implement the most appropriate remedy as soon as practicable.

1.7.4.4. Approved refunds will strictly be paid in the same method and to the same account as the money was originally received. To comply with the University's money laundering regulations evidence of payment and copy bank statement may be required to verify details. All refunds and compensation payments will usually be paid within 14 days of the agreement that the payment is due.

## 2. **ACCOMODATION FEES AND CHARGES**

2.1 Fees and charges relating to University accommodation are fully outlined in your occupancy contract.

2.2 Accommodation deposit refunds will be refunded to the Student named on the accommodation contract in the first instance.

2.3 Accommodation invoices for which a payment plan is not set up become due one month from the invoice date.

### **3. REPAYMENT OF DEBTS**

- 3.1 If you pay money to the University without explicitly stating what it is for, it will be used to pay off any outstanding accommodation debt in the first instance.
- 3.2 If you pay by cheque which is not accepted by your bank, you will be liable to reimburse the University for any charges levied by your bank.

### **4. SANCTIONS ON TUITION FEES AND 'ACADEMIC-RELATED' DEBTS**

- 4.1 It is in your interests to talk to the University about any issues you have in settling your academic debt and if required seek advice from Student Union Student Support or the University's Financial Advisers. Where necessary and proportionate, the University reserves the right to apply one or more of the following sanctions to any student. Further details can be found in Appendices 1 and 2.
- a) Deferral or cancelling the payment of a discretionary bursary or scholarship funded by the University.
  - b) Withholding and/or withdrawing all teaching and learning and other associated facilities.
  - c) In the case of Online and Distance Learning courses, no access to content will be granted until fees due have been paid or, for undergraduates in receipt of Student Finance funding, your confirmation of funding has been received or for ELCAS and Sponsored students confirmation of award or Sponsorship has been received.
  - d) Refusing to assess your performance including refusing to accept a thesis and/or arrange associated examinations.
  - e) Withholding the results of any assessment or your progress. This is without prejudice to any right of access under the General Data Protection Regulation and the Data Protection Act 2018.
  - f) Include relevant details in any reference provided to a third party.
  - g) Revoking your enrolment; preventing you from re-enrolling on your current Programme; and preventing you from enrolling on another Programme.
  - h) Not conferring any degree, diploma or other qualification. In such circumstances, the University is unable to furnish an academic transcript. This is without prejudice to any right of access under the General Data Protection Regulation and the Data Protection Act 2018.
  - i) Not inviting you to the awards ceremony or publishing your name in the academic awards brochure.
  - j) Withdrawing you from the University on financial grounds.
- 4.2 Late payment of your tuition fees will result in the application of a debt flag to your student account, which will prevent you from completing the re-enrolment process. On receipt of full payment, the debt flag will be removed and re-enrolment can continue. Removal of a debt flag will normally take place within one working day from confirmation of receipt of cleared funds.

- 4.3 In addition to the sanctions outlined above, the University reserves the right to pursue or seek recovery of any outstanding tuition fees through the courts. A county court judgement (CCJ) will affect your future ability to obtain credit. Enforcement will be carried out during the student's time at the University and after you have left. The University also reserves the right to refer students' unpaid accounts to external agencies.
- 4.4 If you are withdrawn on financial grounds and subsequently settle your academic debt, you must apply for re-admission as a student. Such an application will be considered on a case by case basis by your School.
- 4.5 If you are a Tier 4 student and are withdrawn on financial grounds, the University is required to withdraw Tier 4 sponsorship and notify the Home Office, which has implications for your leave to remain in the UK.

## **5. ACTIONS ON OTHER DEBTS**

- 5.1 It is in your interests to talk to the University about any issues you have in settling your non-academic debt as where necessary and proportionate, the University reserves the right to apply one or more of the following sanctions to any student who defaults.
  - a) Deferment or cancelling the payment of a discretionary bursary or scholarship funded by the University.
  - b) Withdrawal of unpaid services.
- 5.2 In addition to the sanctions outlined above, the University reserves the right to pursue or seek recovery of any outstanding debts through the courts. A county court judgement (CCJ) will affect your future ability to obtain credit. Enforcement will be carried out during the student's time at the University and after you have left. The University also reserves the right to refer students' unpaid accounts to external agencies

### **5.3 Accommodation debts**

Failure to pay the use and occupation charge or failure to make and adhere to arrangements for payment of accommodation, can also result in eviction from the premises by the University making application to the court for an order of possession, together with an order for repayment of outstanding use and occupation charges along with associated legal costs and disbursements.

## Appendix 1

### **PROCEDURE FOR THE RECOVERY OF STUDENT DEBTS 2020/21**

#### **1. RECOVERY OF "ACADEMIC" DEBTS**

The University makes available several methods of payment to all students who are required to pay tuition fees and has arrangements for the recovery of outstanding debts due to the University in respect of tuition fees, replacement library book charges and other academic-related charges.

##### **1.1 Procedure**

By enrolling onto a programme you are contractually required to pay the tuition fees and other fees relating to the programme and be bound by the Fees & Charges Regulations. The University's debt recovery procedure seeks to encourage payment of outstanding student "academic" debts by facilitating dialogue leading to agreement on the resolution of academic debts; but also to

take such action against student debtors as may be necessary to ensure equitable treatment of all students required to pay tuition fees and other academic-related charges. Students enrolled on online courses are required to pay up front in full before or at enrolment before access to modules will be released.

## 1.2 Practical Application

1.2.1 The invoice will be emailed to both the student's Teesside University and home email address, specifying the due date for payment. It is the responsibility of the student to monitor both email addresses as they will be used for subsequent fee-related correspondence

1.2.2 Where an invoice remains fully or partly outstanding, a reminder letter will be issued immediately after the invoice due date

1.2.3 Where an invoice continues to remain outstanding in full or in part, and no arrangement for deferred settlement has been made, a final reminder letter will be issued 14 days after the first letter.

## 1.3 Online Payments

1.3.1 Upon receipt of an invoice students are able to set up a recurring card payment via the University's website by clicking 'Pay online' prior to the payment due date. You may pay in either 3 or 7 instalments (in accordance with the dates stated in the Fees & Charges Regulations).

<https://www.tees.ac.uk/sections/about/pay.cfm>

- 1.3.2 If an instalment payment fails to collect an automated e-mail is sent to the student/cardholder on the date the payment is declined, via the online payment system, advising that the payment has been declined and the payment will be re-presented in 5 days from date of the e-mail.
- 1.3.3 If the declined payment fails to collect after being re-presented a further e-mail is sent advising the student/cardholder that the payment has failed.
- 1.4 If an invoice continues to remain outstanding in part or in full, and no arrangement for deferred settlement has been made, the account will then be issued to a member of the Credit Control team, who will contact the debtor by landline/mobile telephone/e-mail/text to make an appropriate arrangement, receive payment, and/or explain what sanctions may be taken by the University.
- 1.5 If the debtor then fails to make payment, fails to make a suitable arrangement to discharge the debt, or fails to implement an agreed arrangement, then a "VC1 letter" will be issued, advising that the student may be withdrawn on financial grounds from University, and asking them to contact us as a matter of urgency. A separate VC1 letter will be sent to international students advising them of the University's obligation to report them to the Home Office should they be withdrawn on financial grounds. A copy of the VC1 for international students is also e-mailed to the University's International Compliance team at [Internationalcompliance@tees.ac.uk](mailto:Internationalcompliance@tees.ac.uk) and the Lead Monitoring Officers in the relevant schools.
- 1.6 If the debtor does not make contact with the Credit Control team within Finance & Commercial Development, then a "VC2" letter will be issued 28 days after the due date, advising the student of the date of withdrawal. A separate VC2 will also be sent to International students re-affirming the University's Home Office obligations. A copy of the VC2 for international students is also e-mailed to the University's International Compliance team [Internationalcompliance@tees.ac.uk](mailto:Internationalcompliance@tees.ac.uk) and the Lead Monitoring Officers in the relevant schools and a copy to the student's University e-mail address.

Students who do not pay, or do not make arrangements to pay, on receipt of the VC2 Letter, will then be withdrawn on financial grounds after 14 days.

- 1.7 Once withdrawn on financial grounds the debtor receives a VC3 letter advising them of their withdrawal and the requirement to pay in full before being able to be re-instated as a student. A separate VC3 letter is issued to International Students. If you are a Tier 4 Student and are financially withdrawn, the University is required to withdraw Tier 4 sponsorship and notify the Home Office, which will have implications for your leave to remain in the UK.
- 1.8 Failure to make arrangements to clear Academic Debts



- 1.8.1 In the event of failure to make arrangements to clear any outstanding academic debts or to discharge such debts, then the University reserves the right to apply one or more of the following sanctions:
- a. Deferment or cancelling the payment of a discretionary bursary or scholarship funded by the University.
  - b. Withholding and/or withdrawing all teaching and learning and other associated facilities.
  - c. In the case of Online and Distance Learning courses, no access to content will be granted until fees due have been paid or, for undergraduates in receipt of Student Finance funding, your confirmation of funding has been received or for ELCAS and Sponsored students confirmation of sponsorship has been received.
  - d. Refusing to assess your performance including refusing to accept a thesis and/or arrange associated examinations.
  - e. Withholding the results of any assessment or your progress. This is without prejudice to any right of access under the General Data Protection Regulation and the Data Protection Act 2018.
  - f. Include relevant details in any reference provided to a third party.
  - g. Revoking your enrolment; preventing you from re-enrolling on your current Programme; and preventing you from enrolling on another Programme.
  - h. Not conferring any degree, diploma or other qualification. In such circumstances, the University is unable to furnish an academic transcript. This is without prejudice to any right of access under the General Data Protection Regulation and the Data Protection Act 2018.
  - i. Not inviting you to the awards ceremony or publishing your name in the academic awards brochure.
  - j. Withdrawing you from the University on financial grounds.
- 1.8.2 Students who have not reached an agreement with the University in relation to an outstanding academic debt before the start of the next academic year will be deemed to have automatically withdrawn themselves from the University by reason of non-payment of an academic debt and will not be allowed to re-enrol at the University for the next period of their studies.
- 1.8.3 A former student, whether they have left the University following withdrawal or otherwise, remains liable for debts to the University. If the debt remains unpaid, or an agreed repayment plan is not honoured, the University will continue to take measures to recover the outstanding debt, including use of an external debt-collection agency and through the county court.
- 1.8.4 The declaration of bankruptcy does not eradicate the debt and therefore the above process and sanctions still apply.

- 1.9 Students who have reached an acceptable agreement with the University in relation to an outstanding academic debt before the start of the next academic year, and the Progression/Award Board has agreed that they can progress, will be advised of their results and allowed to re-enrol at the University for the next period of their studies.

A student who has been withdrawn for financial reasons and subsequently settles their academic debt owed to the University, in full, may apply for readmission as a student. Such an application will be considered on an individual basis.

## **2. RECOVERY OF "NON-ACADEMIC" DEBTS**

Although the University makes available several methods of payment in respect of charges for such services as student accommodation, it also has arrangements for the recovery of outstanding debts in relation to such services.

### **2.1 Procedure**

The University seeks to encourage payment of outstanding student debts by facilitating dialogue leading to agreement on the resolution of debt; but also to take such action against student debtors as may be necessary to ensure equitable treatment of all students who have agreed similar contracts with the University.

### **2.2 Practical Application**

2.2.1 Finance or Campus Services, as appropriate, will send the following documents to students:

- a. The invoice will specify the appropriate due date for payment (including instalments).
- b. Where an invoice remains fully or partly outstanding, a reminder letter will be issued immediately after the invoice due date.
- c. Where an invoice continues to remain outstanding in full or in part, and no arrangement has been made, a final reminder letter will be issued 14 days after the first letter.
- d. If an invoice continues to remain outstanding in part or in full, the account will then be issued to a member of the Credit Control team, who will contact the debtor by landline/mobile telephone/e-mail/text to make an appropriate arrangement/receive payment, and/or explain what sanctions may be taken.
- e. Any unspecified payments made to the University will be allocated to accommodation debt as first priority.

### 2.2.2 Online Payments

- a. Upon receipt of an invoice students are able to set up a recurring card payment via the University's website by clicking 'Pay online' prior to the payment due date.
  - b. Students select to pay in either 3 or 7 instalments (in accordance with the dates stated in the Fees & Charges Regulations).
  - c. When an instalment payment fails to collect an automated e-mail is sent to the student/cardholder on the date the payment is declined, via the online payment system, advising that the payment has been declined and the payment will be re-presented in 5 days from date of the e-mail.
  - d. If the declined payment fails to collect after being re-presented a further e-mail is sent advising the student/cardholder that the payment has failed.
  - e. If the declined payment remains unpaid after receipt of the two e-mails above, the account will then be issued to a member of the Credit Control team who will contact the debtor by landline/mobile telephone/e-mail/text to make an appropriate arrangement/receive payment and/or explain what sanctions may be taken.
- 2.3 Where appropriate, due to continuing defaults on a payment agreement, Finance will issue County Court Proceedings for the recovery of outstanding accommodation fees, and other "non-academic" debts.
- 2.4 Any Judgement granted to the University will last for 6 years and will be enforced by Finance & Commercial Development as appropriate. Enforcement will be carried out both during the student's time at the University, and after they have left the University.
- 2.5 Failure to pay the use and occupation charge, or failure to make and adhere to arrangements for payment of accommodation, can also result in eviction from the premises by the University making application to the court for an order of possession, together with an order for repayment of outstanding use and occupation charges along with associated legal costs and disbursements.

### Appendix 2

## **FINANCIAL SPONSORSHIP AND THE PROCEDURE FOR THE RECOVERY OF SPONSOR DEBT**

1. In order for the University to invoice and receive payment from sponsors, the student must provide proof of sponsorship, in written format and arrange for a purchase order to be raised where required.
2. On receipt of the letter and purchase order (where required) and appropriate satisfactory due diligence on the sponsor being undertaken e.g. credit check the invoice will then be issued directly to the sponsor. The student will be contacted in the event of any issues relating to invoicing.
3. The invoice will specify the appropriate due date for payment. Students who are sponsored and enrolled on online courses are required to have their invoices paid up front in full before or at enrolment.
4. Where an invoice remains fully or partly outstanding, a statement itemising all outstanding amounts will be issued to the sponsor in the first week of the month following the due date of the invoice.
5. If payment is not received or suitable arrangements are not made for the discharge of debt within 14 days of the statement being issued, credit control staff within Finance & Commercial Development will contact the sponsor directly by telephone or email. The student will also be contacted to advise them of any sanctions that are being imposed.
6. Amounts still outstanding after 60 days and where no suitable arrangement has been made will be passed to the University's nominated solicitors for issue of a legal letter.
7. If no response is received or no suitable arrangements made for payment within 14 days of the issue of the legal letter, a further letter will be issued by the University's nominated solicitors instigating legal proceedings for recovery of the debt including interest @ 8% plus the Bank of England base rate from the date the debt fell due.
8. Any sponsor debt remaining outstanding for 100 days following the date of invoice will be credited and re-invoiced to the student. This is in accordance with the enrolment declaration agreed to by the student.

### Appendix 3

## **PAYING YOUR TUITION, ACCOMMODATION AND OTHER FEES TO THE UNIVERSITY**

**You can pay your fees in a number of ways, both online and offline.**

**The preferred and most timely, secure and efficient method of payment is by debit or credit card Online via the University Portal**

**<http://www.tees.ac.uk/sections/about/pay.cfm>**

Receipts are provided.

**Please note that methods other than paying online via the University Portal may experience longer processing times.**

Other payment methods are available as follows:

- Card payments

Debit/credit card payments can be made in person at the Student Life Building, though these can be made online.

- Cheques or Bank draft

Any payment method which involves the postal service will increase the time it takes to receive and process your payment. This may delay the dispatch of materials or other services. We also recommend you use secure post or registered mail.

All cheques/drafts must be drawn on a UK bank account, in UK Sterling and made payable to Teesside University

These should be posted directly to:-

Finance & Commercial Development  
Teesside University  
Borough Road  
Middlesbrough  
TS1 3BA

To assist with prompt processing, please ensure your payment clearly states:

- Full name
- Student ID
- Invoice number (if available)

- Bank transfers

Whilst you can pay by bank transfer please note that longer processing times are associated with this method and also that receipts are not provided by the University.

Our bank details are set out below:

Account Name	Teesside University Student Fees
Account Number	20427403
Bank Name	Barclays Bank plc, Unit 1, Centre Mall, Middlesbrough, TS1 2NR
Branch Sort Code	20-56-94
For International bank transfers you also need the following	
SWIFT	BARCGB22
IBAN	GB28 BARC 20569420427403

### **Additional Instructions for payment by bank transfer**

Your Student ID, surname and initials should be quoted as the reference to ensure accurate processing of your payment to our records

All fees are payable in UK sterling only and any costs incurred by bank transfer (e.g. handling charges or conversion costs) must be borne by the payer.

For reasons of security of students and staff, and of insurance, the University does not accept payment of fees in cash. If the funds for your fees are held in cash, you are asked to pay the money directly into our account at any branch of Barclays Bank plc, as described above. If you are considering bringing cash into the UK, please be aware that amounts over £10,000 in cash are required by law to be accompanied by documentation demonstrating their legitimate origin. For more information please visit: <https://www.gov.uk/bringing-cash-into-uk>.

Your payments should only relate to fees due to the University. Do not send additional money (for example non-University living costs) by any method to the University and request the University to repay you. The University cannot do this due to Money Laundering Regulations.

**Please allow sufficient time for transactions to be processed to ensure that funds reach the University on or before the due date.**