

STUDENT FEE & DEBT MANAGEMENT PROCEDURE

Enabling Policy Statement; Executive Owner; Approval Route:	Our Students - Chief Student Officer - Executive Board
Is the Procedure for internal use only (Non- disclosable) ?	Disclosable
Associated Policy Statements:	Our Operations – Chief Operating Officer
Authorised Owner:	Chief Financial Officer
Authorised Co-ordinator:	Executive Assistant to the Chief Financial Officer
Effective date:	1 December 2024
Due date for full review:	1 December 2027
Sub documentation:	N/A

Approval History

Version	Reason for review	Approval Route	Date
1.0	Scheduled review and migration to new POPP template	University Education Committee and Executive Board	Dec 2024

1. Purpose

- 1.1 This document sets out the procedure of the University of Surrey in relation to student fee collection along with the debt management procedures followed in furtherance.

This procedure specifically covers the collection of fees and charges payable to the University by current and former students for tuition, accommodation, library services, miscellaneous charges and fines.

It is vital that all decision makers in the University are aware of the importance of cash management and fully co-operate with the staff who manage the administration process. Members of the Finance Department will provide assistance and advice to the University on credit control and debt management issues.

The purpose of the procedure is to minimise levels of student debt and of bad debts, to

- Maximise resources available for investment in teaching and research excellence
- Protect students from the adverse consequences of failing to deal with unmanageable personal debt.

2. Scope and Exceptions to the Procedure

- 2.1. This procedure is applicable to all current students of the University of Surrey and former students with outstanding debt.

- 2.2 This procedure authorises the Student Finance Team to allow considerable discretion in their approach to managing student debt; as such those suffering genuine financial hardship will receive all reasonable support to help them address outstanding payments.

- 2.3 This procedure excludes SOL students who should refer to the [SOL Student Fee and Debt Management Procedure](#).

3. Definitions and Terminology

Charges – Ancillary amounts due to the University including but not limited to fines imposed by the University, hardship loan repayments, charges for damage to University property, charges for lost books.

Fees – Amounts due to the University in respect of services provided, including but not limited to tuition and accommodation

Financial Hardship – Difficulty meeting financial obligations, due to temporary or permanent changes in expected income/expenditure, which is supported by documentary evidence.

OSCAR - [Office of Student Complaints, Appeals & Regulation Oscar@surrey.ac.uk](mailto:Oscar@surrey.ac.uk)

Sponsors – organisations that may provide funds for, or contribute towards, tuition fees and / or living costs. Any such arrangement remains between the student and their sponsor. Sponsors have no liability for fee payment unless a contractual agreement exists with the University.

Student Finance Team – members of the Finance Department responsible for collection of overdue University accommodation and tuition fee payments. This team may also be referred to as Student Receivables. The Student Finance Team can be contacted by email at student-receivables@surrey.ac.uk

Student Money Advice – members of the Student Money Advice team are responsible for providing information, advice and guidance relating to student money queries, for example budgeting, general financial awareness, and statutory funding (Student Finance and NHS Learning Support Fund). This support can include signposting to external support where appropriate. The Student Money Team administer the University Hardship Fund, and support students in emergency financial situations. The team does not offer financial support with tuition fees. See <https://money.surrey.ac.uk/>

University Email Address - All University of Surrey students are registered to use Surrey365 email and are provided with an email address. Students are obliged to check their Inbox regularly as it is the University's primary method of communication.

4. Procedural Principles

4.1 Financial Requirements for all Students

The majority of students on a programme of study at the University of Surrey will be required to pay tuition fees and other charges. Fees and charges may be in respect of a defined period of study or for a module of study. Fees are normally collected in the academic year in which the period of study or module starts. Progression through a programme of study may be affected if this financial obligation is not fulfilled.

Students are personally responsible for ensuring that all appropriate fees, fines and other charges, including any element of fees payable by sponsors, are paid in accordance with the requirements set out below. In accepting the offer of registration, the student accepts a contractual liability to pay the tuition fee for the duration of their course in accordance with these requirements.

The exception to the requirements above are PhD students with funded studentships whose fees are paid by a 3rd party. These students will have a funding offer in place and should refer to the conditions on their funding offer letter.

Students in University accommodation are required to pay accommodation fees for the duration of their licence period. The cost of the licence is provided to each student at the time of accepting the room offer. Students are responsible for ensuring that all appropriate fees, charges or fines levied are paid in accordance with defined due dates. Occupation of University accommodation is subject to a signed licence agreement which includes terms and conditions for occupation.

The University may remind students of fees, fines and other charges due by means of invoices, letters and statements, however, these are reminders only and students are contractually responsible for paying fees, fines and other charges on time whether invoices, notices or statements are received or not. The Finance Department's primary method of communication will be through the student's University email address although we may use personal email addresses for some correspondence. It is the student's responsibility to access their email addresses regularly. Failure to check email addresses is not an acceptable reason for late or non-payment of fees or charges due.

All payments made to and from the University in respect of student fees, fines and other charges must be made in £ sterling. Any currency conversion costs or other charges incurred by a student or sponsor in making a payment or in receiving a refund shall be borne by the student or the third party making or receiving the payment and shall not be deductible from the amounts due to the University.

Academic staff are not empowered to vary fees or agree payment schedules with students on behalf of the University.

Students who have not paid their tuition fees by the due dates will be subject to sanctions and debt management procedures which form part of this procedure.

4.2 Tuition Fees

4.2.1 Tuition Fees Payable

All students registered at the University of Surrey will each year be liable for tuition fees for the full academic period. Tuition fees are chargeable for the academic period required by the programme, with annual amounts charged for each academic year of the programme, unless otherwise stated.

Unregulated tuition fees (overseas Undergraduate and all Postgraduate fees) will increase by 4% rounded up to the nearest £100 annually. Regulated undergraduate fees may increase by inflation or legislation as set out by the UK government.

Many students receive full or partial support for their fees, whether from Student Finance England, from an employer or other sponsoring agency. Sponsored students are required to complete an external sponsorship form and provide written evidence of their sponsorship before or at the time of enrolment, so that the sponsor can be billed. Failure to provide this information will result in the student being invoiced for the full fee as a self-funded student. Where the sponsor is a commercial organisation, the University reserves the right to undertake credit searches in order to establish their ability to pay fees due. The University is not under any obligation to accept an organisation as a sponsor. In the event that a fee paying body fails to pay, or unduly delays payment, the student remains liable for the amount due.

Home undergraduate students may be eligible for a tuition fee loan. If they take the loan for the full tuition fee amount, they will not have to pay towards their fees during the time they study at the University. If they are taking a partial fee loan they will receive an invoice from the University for the balance of fees not covered by the tuition fee loan. It is the responsibility of the student to ensure that the loan applied for is correct and sufficient. In the event that a change in circumstances occurs which affects eligibility for funding, either during or after a period of study, resulting in a claw back of fees by the awarding body, the student will be liable for any resulting shortfall in fees.

4.2.2 Tuition Fees Due Dates

Invoices will be raised following fee assessment. The date invoices are raised may vary, but students are reminded that they are contractually obliged to pay tuition fees regardless of whether an invoice is received or not. Tuition fees are payable for the full academic period; however under normal circumstances students will be given the opportunity to pay in instalments. Instalment dates are dependent on the fee status of the student as detailed below. Failure to meet obligations or agreements may result in the option to pay by instalments being withdrawn resulting in all amounts due being payable in full.

Instalment options for fee payments are as follows:

Home Undergraduate – Self Funding

*2 instalments: 50% in October and 50% January

International Undergraduate

*2 instalments: 50% in October and 50% January

Postgraduate (initial year) – excluding Home Postgraduate Taught Students

*3 instalments: £3,000 prepaid deposit followed by 50% of balance in October and 50% of balance in January

Postgraduate (subsequent years) – excluding Home Postgraduate Taught Students

*2 instalments: 50% in October and 50% in January

Undergraduate and Postgraduate - Professional Training Year– excluding Home Postgraduate Taught Students

*2 instalments: 50% in October and 50% in January

**Note, exact instalment dates are subject to change. Details for the current academic year can be found on the [tuition fees page of the University website](#).*

Postgraduate students starting programmes after the main October intake (January, February, April or July) will be required to make payment of their tuition fees as detailed in the payment terms outlined on receipt of invoice.

Home Postgraduate Taught students and any of these students completing a Professional Training Year will also be invoiced in 3 instalments. Details for the current academic year can be found on the [tuition fees page of the University website](#).

Students whose fees are payable on a modular or stage basis are not eligible to pay their fees by instalment.

On receipt of a completed sponsorship form as detailed in the [Tuition Fee Policy](#) and acceptance of the organisation as a sponsor, the Student Fee Records Team will invoice the sponsor directly. Payment terms applicable to sponsors are strictly 30 days from the date of invoice. Should a sponsor fail to pay within terms, the invoice will be cancelled and re-issued to the student.

Any sponsorship agreement is between a student and their sponsor. By raising an invoice to a sponsor, the University does not enter into a contractual agreement with that sponsor.

The liability for payment remains with the student regardless of sponsorship arrangements.

4.3 Accommodation Fees

Accommodation offered by Accommodation Services is dependent on the student signing a Licence Agreement for the period of accommodation. The University approved payment options for accommodation fees are:

1. A single payment in full by the date of the first instalment.
2. Undergraduates: 3 instalments: October*/February/May
Postgraduates September starters: 4 instalments: October */February/May/July
Postgraduates February starters: 5 instalments: February/April/June/October/December

** Students starting at other times of the year will receive a payment pattern suitable to their length of stay and standard payment terms.*

Instalment amounts will be dependent on the type of accommodation occupied and the duration of the stay. Students will be provided with the cost of the licence at the time of accepting the room offer and signing the licence agreement.

Students who do not pay their accommodation fees in full or pay the required amount by the specified instalment dates will be subject to sanctions and debt management procedures which form part of this procedure.

4.4 Payment Methods

The preferred method of payment for tuition and accommodation fees is by UK debit card via the University's secure card payment gateway. Students making payment from an overseas bank account may make an online bank transfer through Flywire. This is a secure method of payment which incurs no cost to either the student or the University. The currency conversion rate is subject to prevailing rates set by Flywire.

Cash payments for accommodation and tuition fees are not accepted. In order to make payment, students should refer to <https://money.surrey.ac.uk/fees/pay-your-fees>

4.5 Early Withdrawal

Students who wish to withdraw from their course of study and / or accommodation may do so, however there are strict time limits and fees may still be payable for all or part of the academic year as detailed below. Before withdrawing, students are encouraged to submit a request to discuss this matter through the student portal.

Tuition Fee liability following early withdrawal is as follows:

4.5.1 Withdrawal from Studies

Student classification	Date of absence/withdrawal	Fee liability
Full-time Home Undergraduate Foundation Year or Year 1 (Level 4) for programmes without a Foundation Year	On or before the last day of teaching week 4 in Semester 1	No liability. From the start of the 5 th Teaching week in Semester 1 onwards the liability is the same as Home Undergraduate students continuing their studies
Full-time Home Undergraduate – continuing, Year 1 (Level 4) for programmes with a Foundation Year (Levels 5, 6 & 7) for programmes without a Foundation Year, including the Professional Training Year	Between the second teaching week of Semester 1 in October and the end of the first teaching week of Semester 2 in February	25% of the annual fee
	Between the end of the first teaching week in Semester 2 in February and on or before the end of the last week of the Spring Vacation	50% of the annual fee
	On or after the start of the teaching week following the Spring Vacation	100% of the annual fee
Full-time International Undergraduate Foundation Year or Year 1 (Level 4) only for a programme without a Foundation Year	On or before the last day of teaching week 4 in Semester 1	No liability. From the start of the 5 th Teaching week in Semester 1 onwards the liability is the same as International Undergraduate students continuing on their studies
Full-time International	Between the second teaching	50% of the annual fee

Undergraduate – continuing Year 1 (Level 4) for programmes with a Foundation Year (Levels 5, 6 & 7) for programmes without a Foundation Year including the Professional Training Year	week of Semester 1 in October and the end of the first teaching week of Semester 2 in February	50% of the annual fee
	From the start of the second teaching week in Semester 2 in February	100% of the annual fee
Full – Time and Part –Time Home and International Postgraduate Taught (Sep/Oct entrants)	On or before the last day of teaching week 4 in Semester 1	No liability
	Between the first day of teaching week 5 and 31 December	25% of the annual fee
	Between 1 January and 31 March	50% of the annual fee
	On or after 1 April	100% of the annual fee
Full- Time and Part-Time Home and International Postgraduate Taught – continuing (Sep/Oct entrants) including the Professional Training Year for 24-month programmes.	On or before the last day of teaching week 1 in Semester 1	No liability
	Between the first day of teaching week 2 and 31 December	25% of the annual fee
	Between 1 January and 31 March	50% of the annual fee
	On or after 1 April	100% of the annual fee
Full-Time and Part-Time Home and International Postgraduate Taught (Feb entrants)	On or before the last day of teaching week 4 in Semester 2	No liability
	Between the first day of teaching week 5 in Semester 2 and 30 April	25% of the annual fee
	Between 1 May and 31 July	50% of the annual fee
	On or after 1 August	100% of the annual fee
Full-Time and Part-Time Home and International Postgraduate Taught – continuing (Feb entrants) including the Professional Training Year for 24-month programmes	On or before the last day of teaching week 1 in Semester 2	No liability
	Between the first day of teaching week 2 in Semester 2 and 30 April	25% of the annual fee
	Between 1 May and 31 July	50% of the annual fee
	On or after 1 August	100% of the annual fee
Home and International Postgraduate Research	All dates	Monthly based on the last date of attendance (full month liability for any part of the month attended)
Home and International Postgraduate Taught Modular Self Pacing	All dates	Due in full on registration to a module

4.5.2 Withdrawal from University Accommodation

Students wishing to withdraw from their accommodation should refer to the terms and conditions of their licence and discuss the financial implications of early withdrawal with the Accommodation Services Team *before* vacating their room.

4.5.3 Refunds

Refunds will only be paid on request and are at the discretion of the University. While we attempt to administer all requests as soon as possible, during busy periods of the year, requests may take between 2 and 3 weeks to be processed.

Students must not intentionally overpay their fees in order to obtain their living costs or circumvent any government regulation or restriction. Any fee payments received intended for living costs will, upon receipt of a refund request, be returned to the original sender. The University must abide by UK money laundering legislation.

All authorised refunds are returned to source. For fees that are paid by credit or debit card (either online or offline) refunds will be credited back to the card charged with the original payment.

The University will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred.

If a student has a recorded debt to another department, any requested fee refund may be withheld and applied to the outstanding balance.

If, in exceptional circumstances a program is to be closed at the discretion of the University, the 'Student Protection Plan' ensures appropriate communication, guidance and support is offered to affected participants. Where alternative study and teaching support is unable to be provided, the University will refund the invoiced fees paid for the periods of study which have not been completed. For further information regarding programme closure, please refer to the 'Student Protection Plan' and where necessary 'B7: Procedure for complaints'.

4.6 Other Fees and Charges

The University may be required on occasion to raise invoices to students for other fees and charges. These may include but not be limited to library fines; hardship loan repayment; provision of other resources. Such invoices are payable within 30 days of the date of invoice. The invoice will clearly state the due date. Students who fail to pay such invoices will be subject to debt management procedures which form part of this procedure the exception to this are payments under the International Guarantor Scheme, which are due within 7 days of the notification date.

Disciplinary matters may result in a misconduct fine being imposed. The student will be informed in writing of the amount due and the date for the fine to be paid; invoices are not issued for these fines. Misconduct fines must be paid in accordance with the Student Disciplinary Regulations and normally within 28 days. Students who fail to pay amounts due will be subject to further disciplinary action in accordance with the Student Disciplinary Regulations (Appendix A).

4.7 Non-Payment of Fees and Charges

In applying the Student Fee and Debt Management Procedure, the University Finance Department will at all times seek to be sympathetic to, and understanding of, individual students' financial circumstances, however, for the University to do so, students must engage in dialogue with the Finance Department if they are experiencing difficulties.

Action to enforce settlement of debt for outstanding fees and charges will be taken against current and former students who have failed to engage with the Finance Department to find a solution to any outstanding debt issues, or who have failed to honour agreements to pay. Such action may include, but not be limited to the referral of individual cases to a Debt Collection Agency and

enforcement through the County Court. Specific detail relating to collection activity by the Finance Department can be found in the Debt Management Procedures which form part of this procedure.

4.8 Debt Management Procedures

4.8.1 Tuition Fee Debt

Tuition fees may be paid in full, or must be paid by instalment on dates according to the fee status of the student. Students will be notified of instalment dates on their invoices.

4.8.2 Late Payment

Where a student is suffering financial difficulty, they must contact the Student Finance Team at the earliest opportunity, preferably before an instalment becomes overdue.

Students who do not make contact prior to an instalment date will be contacted by email by a member of the Student Finance Team 7 days after an instalment becomes overdue and weekly thereafter. This correspondence will advise the student of the amount outstanding and the due date. The student will be asked to make immediate payment or to contact a Student Finance Advisor. In addition to standardised weekly emails, the Student Finance Advisor responsible for the debtor account will endeavour to make contact with the student by telephone or email.

In all cases, the student will be offered an interview with a Student Finance Advisor. If there is evidence of genuine difficulty in making payment, the Student Finance Advisor will try to agree a realistic programme of payment, which is within the means of the student and payable over a period of time acceptable to the University. Students will be advised that they are not entitled to progress to the next academic year of study if any tuition fee debt remains outstanding.

Students must be able to provide evidence of their financial circumstances verifying that they can either meet all of their obligations including any payment arrangement made, or that the situation causing the hardship will change and enable full payment.

Sanctions

Students who fail to make payment of the overdue instalment or an agreed payment will be subject to sanctions approved by the University. These sanctions will be:

Home Undergraduate

- Failure to pay the first instalment of fees prior to the start of the Spring Semester (dates as published annually) will result in immediate termination of registration.
- Failure to pay the second instalment of fees before the start of the next academic session will result in immediate termination of registration, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

International Undergraduate

- Failure to pay the first instalment of fees prior to the start of the Spring Semester (dates as published annually) will result in immediate termination of registration and reporting to UKVI in accordance with the University's Student Route Sponsorship Licence.

- Failure to pay the second instalment of fees before the start of the next academic session will result in immediate termination of registration and reporting to UKVI in accordance with the University's Student Route Sponsorship Licence with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

Postgraduate Taught

October starters

- Failure to pay 50% of the annual tuition fee before the Easter vacation will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence.
- Failure to pay the second 50% of fees before the start of the next academic session will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

February Starters

- Failure to pay 67% of the annual tuition fee before the end of the academic year will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence.
- Failure to pay the remaining 33% of fees prior to the start of the Spring semester will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

Unstructured modular programmes

- Failure to pay tuition fees for modules enrolled upon for semester 1 prior to the start of the spring semester will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence.
- Failure to pay tuition fees for modules enrolled upon for semester 2 fees before the start of the next academic session will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

Postgraduate Research

October Starters

- Failure to pay the first instalment of fees before the Easter vacation will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence.
- Failure to pay the second instalment of fees before the start of the next academic session will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence, with no entitlement to progress to the next academic session.
- Students eligible for an award - where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

January/April/July Starters

- Failure to pay the tuition fees as invoiced for the first academic year before the start of the next academic session will result in immediate termination of registration and, in the case of international students, reporting to UKVI in accordance with the University's Student Route Sponsorship Licence.
- For following academic years students will be invoiced for the whole academic session and the same sanctions as for October starters will apply.
- Students eligible for an award – where tuition fees greater than £100 remain unpaid; the University reserves the right to withhold the award of a degree. Students will not be eligible to attend a degree ceremony.

All Students

Any student who is on temporary withdrawal and has unpaid tuition fees must pay these fees prior to resuming their course. Failure to pay these fees will result in the above sanctions being applied.

4.8.3 Reinstatement

The Student Finance Team will in all cases endeavour to resolve debt issues without recourse to sanctions, however in some cases these will be unavoidable. Where sanctions are applied but a student subsequently clears all outstanding tuition fees before the end of the academic year in question, reinstatement may be considered prior to the final date of registration deadline. Reinstatement after this date will be contingent on all academic requirements being met, faculty authority for reinstatement provided in writing and tuition fees for the new academic session being paid in full prior to re-registration.

4.8.4 Termination of Registration

Where registration is terminated, the University will advise the student that the debt is being referred to a nominated Debt Collection Agency (DCA). The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor.

Where the debtor is no longer in the UK, the agency will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University.

Where legal action is necessary the agency, on behalf of the University, will proceed to obtain a money judgment against the debtor under the County Court Act 1984.

In the event that the University instigates legal proceedings as detailed in this procedure, and this results in a County Court Judgment (CCJ) being registered in favour of the University, the students' future ability to obtain credit will be affected. This includes the ability to enter into a mobile phone contract, borrow from banks / lenders (including mortgage lenders), or enter into any rental contract.

Once judgment has been obtained, the University will consider instigating action to enforce the judgment. Careful consideration will be given to the students known circumstances. In some cases, enforcement action may be held in abeyance until such time as it is apparent that the student should be in a position to pay, or make payment towards, the debt.

4.8.5 Accommodation Debt

Students living in University owned accommodation are licensees and enter into a contractual licence agreement for a fixed period. If a student decides to leave the residence before the end of that fixed period, they will still be required to pay accommodation fees for the full duration of the licence agreement. When students apply for accommodation, they agree to abide by the Conditions of Residence. These conditions include the requirement to pay accommodation fees either in full at the beginning of the licence or in three to four instalments, the dates of which are specified on the invoice which is sent to the student within 14 days of arrival. Students should be aware that the requirement to make payment is not contingent on them receiving a formal invoice.

If full payment is not received at the beginning of the license period, it is assumed that the student will pay in instalments. At least 4 days before an instalment is due, students are sent a notice by email reminding them that payment is due.

Where a student is suffering financial difficulty they must contact the Student Finance Team at the earliest opportunity, preferably before an instalment becomes overdue.

4.8.5.1 Late Payment of Instalments

In the event that an accommodation instalment remains unpaid beyond the due date, a reminder letter will be emailed to the student requesting immediate payment. This reminder also informs the student that failure to pay may result in their being given notice to vacate the room. Should the student fail to pay on receipt of the reminder, and / or fail to contact the Student Finance Team in order to discuss the matter. further reminder emails will be generated and will continue on a weekly basis until payment is received. The Student Finance Team will also endeavor to make direct contact with the student during this period.

If there is evidence of genuine difficulty in making payment, the Student Finance Advisor will try to agree a realistic programme of payment, which is within the means of the student and payable over a period of time acceptable to the University. Students will be advised that they may be required to vacate their room if they are unable to make or maintain any payment arrangement made. Students must be able to provide evidence of their financial circumstances verifying that they can either meet all of their obligations including any payment arrangement made, or that the situation causing the hardship will change and enable full payment.

Sanctions

If the first instalment remains outstanding by late November (exact date variable) for September starters or late April (exact date variable) for February starters and no realistic payment plan has been agreed, students will be issued with Notice to Quit. This notice informs them that continued non-payment of the first instalment will result in the requirement to vacate the room by a specified date. It is always the intention of the University that evicting a student is avoided where possible and as such the Student Finance Team will endeavour to contact students directly and make reasonable payment arrangements.

In addition to this course of action, we may restrict services available to the student. This may include, but not be limited to:

- Restricting in room internet access
- Refusal of requests to provide confirmation of residence letters
- Refusal of requests to provide references for external landlords

Where the deadline for payment of the first instalment has passed and the Notice to Quit is enforceable but the student has failed to vacate the room, Accommodation Services will commence eviction proceedings in accordance with the Housing Act 1988 and Protection from Eviction Act 1977.

Where the deadline for payment of the first instalment has passed and the student has vacated the room, if the debt is greater than £100, the student details will be passed to a nominated Debt Collection Agency (DCA). The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor. Where the debtor is no longer in the UK, the agency will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University.

Where legal action is necessary the agency, on behalf of the University, will proceed to obtain a money judgment against the debtor. This will result in a County Court Judgment being registered in favour of the University. This will remain visible against the student's credit record until such time as the debt is settled. Any such judgment is likely to affect the students' ability to obtain credit in future.

Once judgment has been obtained, the University will consider instigating action to enforce the judgment. Careful consideration will be given to the students known circumstances. In some cases, enforcement action may be held in abeyance until such time as it is apparent that the student should be in a position to pay, or make payment towards, the debt.

This course of action will be taken regardless of the students' registration status.

Should a student fail to pay the second or any subsequent instalment, the University reserves the right to issue a Notice to Quit. As with non-payment of the first instalment, the Student Finance Team will email students and request payment, and endeavour to contact the student personally. Where it is clear that the student is experiencing genuine hardship we will make reasonable payment arrangements. In addition to this course of action, we may restrict services available to the student. This may include, but not be limited to:

- Restricting in room internet access
- Refusal of requests to provide confirmation of residence letters to
- Refusal of requests to provide references for external landlords

Should a student either fail to pay the instalment or an agreed amount despite collection activity, the student details will be passed to a nominated Debt Collection Agency (DCA). The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor.

This course of action will be taken regardless of the students' registration status.

Students who have accommodation debt outstanding at the end of an academic year will not be entitled to summer accommodation, or University accommodation in subsequent years.

Students eligible for an award – where accommodation fees remain unpaid, students will not be permitted to attend their graduation awards ceremony.

4.8.6 Financial Hardship

Where a student shows that they have a genuine hardship issue, which is preventing payment of either tuition and accommodation fees, they will be referred to the Student Money Advice Team for information, advice and guidance. Any student engaging with the Student Money Advice Team will be expected to continue interaction with the Student Finance Team. It will be made clear that whilst referral to the Student Money Advice Team will not necessarily result in discretionary funds being made available to assist with financial difficulties being experienced the team will investigate all available options. It should be made clear that the Student Money Advice Team cannot award any hardship funds towards tuition fees.

4.8.7 Other Debt

Students may on occasion be required to pay amounts to the University not related to tuition fees or accommodation rental fees. Sums due may include but not be restricted to:

- Repayable hardship loans
- Bursary overpayments
- Library fines (lost books / late return fines)
- Fines arising from Disciplinary Action
- Accommodation (non-rental) charges
- Arising under the Financial Guarantor Scheme

Sanctions

Where such balances are outstanding, the University Finance Department (or in the case of misconduct fines, OSCAR) will engage with the student in order for the debt to be cleared. Where such debt remains outstanding despite requests for payment alternative sanctions may be invoked. These may include, but not be limited to:

- Restriction / withdrawal of library privileges
- Restriction / withdrawal of in room internet access
- Withdrawal of access to further hardship funding
- A ban on future residence in University accommodation
- Further disciplinary action (in the case of failure to pay misconduct fines)

Should students fail to pay outstanding balances; details may be passed to a nominated Debt Collection Agency. The agency will act on behalf of the University. The agency will contact the student and endeavour to make a realistic payment arrangement. Where this is not possible, the agency will be instructed to commence legal proceedings against the debtor under the County Court Act 1984.

This course of action will be taken regardless of the students' registration status.

Students who remain in debt to the University at the time they are eligible for an award will not be allowed to attend their graduation awards ceremony.

In the event that the University instigates legal proceedings as detailed in this procedure, and this results in a County Court Judgment (CCJ) being registered in favour of the University, the students' future ability to obtain credit will be affected. This includes the ability to enter into a mobile phone contract, borrow from banks / lenders (including mortgage lenders), or enter into any rental contract.

4.8.8 University Financial Awards

Where a student qualifies for a University financial award (e.g. bursary, scholarship or hardship funds), the University reserves the right to use the monies from any award to settle any or all overdue debts which may be outstanding to the University.

4.8.9 Complaints

There may be instances where a student, using the correct documented procedure, registers a complaint with the University. Under these circumstances collection activity will continue, however passing the account to an external Debt Collection Agency will be held pending the outcome of any investigation into the complaint. Prior to instigating legal action, as part of the debt recovery procedures, Student Finance will contact relevant departments within the University in order to establish whether there are any disputes / complaints pending.

There are strict deadlines for the submission of formal complaints and these are documented in the Procedure for Complaints.

5. Governance Requirements

5.1. Implementation: Communication Plan

This procedure was embedded when first published and is available on the University Policies and Procedures webpage for all to access and the Student Finance page of the Student intranet.

5.2. Implementation: Training Plan

This procedure was embedded when first published and is available on the University Policies and Procedures webpage for all to access and the Student Finance page of the Student intranet.

5.3. Review

This procedure will be reviewed every 3 years or sooner if required by a change in legislation or practice.

5.4. Legislative Context and Higher Education Sector Guidance or Requirements

5.4.2 Applicable Legislation:

- Enterprise Act 2002
- County Court Act 1984
- Housing Act 1988
- Protection from Eviction Act 1977
- Equality Act 2010
- Consumer Protection Regulations (2008 & as amended 2014)

5.5. Sustainability

This procedure has no impact on sustainability.

6. Stakeholder Engagement and Equality Impact Assessment

6.1. An Equality Impact Assessment was completed on 15 October 2024 and is held by the Authorised Co-ordinator.

6.2. Stakeholder Consultation was completed, as follows:

Stakeholder	Nature of Engagement	Request EB Approval (Y/N)	Date	Name of Contact
Governance	Consultation	Y	16/10/2024	Kelley Padley
H&S	H&S content consultation	N	18/10/2024	Matthew Purcell
Sustainability	Sustainability content consultation	N	17/10/2024	Martin Wiles
Academic Freedom of Speech	Consultation	N	13/11/2024	Abigail Bradbeer
COO (Our Operations is associated Policy Statement)	Consultation	Y	13/11/2024	Will Davies (COO)

APPENDIX A – Supporting Documentation

[Tuition Fee Policy](#)

Accommodation Terms & Conditions of Residence

www.surrey.ac.uk/accommodation

University Financial Awards Guidance

<https://www.surrey.ac.uk/fees-and-funding/scholarships-and-bursaries>

Disciplinary regulations

<https://www.surrey.ac.uk/office-student-complaints-appeals-and-regulation/student-disciplinary>

Student Welfare

<https://wellbeing.surrey.ac.uk/support-services>

<https://money.surrey.ac.uk/>

Complaints Procedure

<https://www.surrey.ac.uk/office-student-complaints-appeals-and-regulation/complaints>