

# UNIVERSITY OF CUMBRIA

# STUDENT FINANCIAL REGULATIONS Applicable to Student registering in Academic Year 2017/18

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# 1) Introduction

- 1.1 The academic year at the University of Cumbria ("the University") starts on 1 September.
- 1.2 Students are personally responsible for ensuring that all appropriate fees, fines, and other charges, are paid in accordance with the requirements set out below. This applies even where a fee is being paid on a student's behalf by a third party.

In enrolling on a programme, students enter into a contract for the supply of education for the full duration of their programme. In doing so, they accept a contractual liability to pay the tuition fee and other related costs for the duration of their programme in accordance with these Regulations.

- 1.3 The University makes every effort to remind students of fees, fines, and other charges due by means of invoices, notices 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.
- 1.4 Students must notify the University of Cumbria immediately if there is any change in their details including their home or term-time address. Students can do this <u>online</u>.
- 1.5 Posted communications from the University are normally sent to the student's declared home address. Electronic communications from the University will be sent to the student's University email address. Students are expected to check their University email address at regular intervals. However, the University reserves the right to send communication to the student's other email addresses in addition provided that are held on the relevant IT system.
- 1.6 Student information may be released to and/or exchanged between different offices of the University in the legitimate course of student debt collection activities. An example of this would be informing the relevant Academic Department of outstanding debts to the University.
- 1.7 Should a student fall into arrears of payment to the University, the University may disclose adequate, relevant and sufficient personal data to a third party to enable the debts to the University to be pursued and recovered.
- 1.8 Students may authorise the University to release and discuss the financial information from their student record with named individuals by notifying the Finance team in writing or via email from one of their registered email addresses.
- 1.9 All payments made to and from the University of Cumbria in respect of student fees, fines, and other charges must be made in £ Sterling. Any currency conversion costs or other charges incurred in making a payment or in processing a refund shall be borne by the Student or the third party making or receiving the payment on their behalf, and shall not be deductible from the amounts due to the University of Cumbria.

- 1.10 No interest will be paid on returned deposits or overpayments.
- 1.11 Students are legally obliged to inform the UK Visas and Immigration (UKVI), and also required to inform Programme Administration (PAD) if there are changes to statuses that relate to student visa, e.g. change of address or change of course.

### 2. Tuition Fees: Fees and Payments

- 2.1 The method of billing for a programme will be course billed unless otherwise indicated on their offer letter as modular. Tuition fees for course billed programmes are payable for each year of a programme, with invoices raised on an annual basis. Tuition fees for modular billed programmes, are invoiced on a modular basis in the semester that a module commences.
- 2.2 The tuition fee for the first year of a student's study will be confirmed in their offer letter. Tuition fees for study in a second and subsequent year will usually, subject to Government regulations, rise by inflation compared to the previous year of study. The rate of inflation will be calculated with reference either to the RPI-X forecast (the retail price index, excluding mortgage interest payments) for the forthcoming year which is published by the Office of Fair Access annually or the rate that the Government or a Governmental body otherwise advises.
- 2.3 All students registered at the University will pay a tuition fee which, unless otherwise stated, will cover Admission, Registration, Tuition, Supervision (for research students) and Examination Fees, but not repeat tuition, re-taken examination fees or repeat placements for which additional fees will be charged. Any additional costs directly related to the programme, such as field trips and field work costs and bench fees for research students, will be made clear separately with the details provided, where possible, before registration.
- 2.4 Research students are required to register and continue to pay tuition fees until such time as they transfer to writing up status. Writing up fees will then be charged, as appropriate, until the submission of the thesis. Information regarding Post Graduate Research Continuation fees can be found at <a href="http://www.cumbria.ac.uk/StudentLife/Finance/Postgraduate.aspx">http://www.cumbria.ac.uk/StudentLife/Finance/Postgraduate.aspx</a>
- 2.5 Where students plan to take out a tuition fee loan to cover their costs or expect to receive sponsorship, they should refer to section 2.8 and 2.9. Students should be aware that they have responsibility for the payment of tuition fees and they should make sure that funding is in place prior to registration. If loans or other funding are not available or are withdrawn, including if the lender / funder assesses or reassess the student as being ineligible for a loan / funding, the student remains liable and will be expected to pay the tuition fees due. Students should be aware that previous Higher Education study at the University of Cumbria or elsewhere may restrict the loan / funding available even if this study was only partly completed.

#### 2.6 Tuition Fee Instalment Arrangements

2.6.1 The University provides students with the opportunity to pay fees in instalments where the course is course-billed and the annual fee is in excess of £1,000. The University reserves the right to withdraw the instalment provisions from a student if the payment due dates are not met.

- 2.6.2 The instalment dates set out below represent the latest point at which payment can be made. Students may make earlier payments or to make payments more frequently.
- 2.6.3 The University has the right to request credit references either from students or commercial organisations at any time, and can also withdraw or refuse instalment facilities if such references are unsatisfactory or if the student has previously fallen into arrears of payment to the University of Cumbria within the current, or any previous academic year. The amount payable for tuition will be confirmed in the student's offer letter and then, in subsequent years, through further correspondence before registration.

#### 2.6.4 Where students

- enroll on modular-billed programmes, or
- enroll on course-billed programmes with an annual fee less than £1,000, this tuition fee must be paid within seven days of an invoice being issued. If the fees have not been paid in full by this point, students will not be permitted to take up their place on the course. Non-payment of tuition fees may lead to suspension or withdrawal from the course.

# 2.7 Tuition Fee Due Dates – Undergraduate and Postgraduate Taught Home / EU students (course-billed programme costing more than £1,000)

Instalments must be received by the following dates. Term dates are published on the University's website each year.

TERM	DUE DATE FOR PAYMENT
Term 1	One Third - First Monday of programme
Term 2	One Third - First Monday of Term 2
Term 3	One Third - First Monday of Term 3

#### 2.8 Tuition Fee Due Dates – Postgraduate Research Home / EU students

Instalments must be received by the following dates

REGISTRATION DATE – Home / EU Postgraduate Research Students	DUE DATE FOR PAYMENT
All registration dates	One Third due upon registration.
	Final Two Thirds due within nine months of registration.

#### 2.9 Tuition Fees - International Undergraduate and Postgraduate students

2.9.1 New students are required to pay a £5,000 fee deposit before receiving a Confirmation of Acceptance (CAS). Graduating students wishing to progress to a further course of study at the University of Cumbria will also be required to pay a deposit prior to a CAS. Sponsored students must provide evidence of sponsorship.

Tuition fees are payable by the payment due dates set out below: -

PAYMENT AMOUNT REQUIRED – New international Students	DUE DATE FOR PAYMENT
£5,000 (deposit)	On acceptance of the Offer (prior to the CAS)
75% of Tuition Fee (including deposit)	By registration day
25% balance of Tuition Fee (September start)	1 December 2017
25% balance of Tuition Fee ( January start)	12 March 2018
PAYMENT AMOUNT REQUIRED – Continuing international Students	DUE DATE FOR PAYMENT
75% of Tuition Fee	By registration day
25% balance of Tuition Fee (September start)	1 December 2017
25% balance of Tuition Fee ( January start)	12 March 2018

- 2.9.2 Students who pay their fee in full by registration day are entitled to a £1,000 early payment discount. This is only available in year one and is not applicable in conjunction with any other fee discount, waiver or offer.
- 2.9.3 Sponsors are expected to pay 100% of the tuition fee by registration day and are not eligible to the early payment discount.
- 2.9.4 Students who do not make payment by registration day will remain "Provisionally" registered and will not be permitted to take up their place on the programme. This includes payments from sponsors.
- 2.9.5 Given the importance of UKVI compliance, if any international student does not make a payment which is due, details will be passed immediately to the University's International Office.

#### 2.10 Tuition Fee loans

- 2.10.1 Eligible Undergraduate and PGCE students can apply for a tuition fee loan through the relevant funding body (\*Student Finance England, Student Finance Wales, Student Finance Northern Ireland or the Student Awards Agency for Scotland) via a secure online system. Students should be aware that the amount they are able to borrow as a tuition fee loan will be verified by the relevant funding body\* and that the University has an obligation to notify the relevant funding body\* of any discrepancies or inconsistencies in the details submitted.
- 2.10.2 Applications must be submitted annually to the relevant funding body\*. Deadlines for completion and submission of the application forms are stated on the relevant funding body's\* website.
- 2.10.3 In the case of Student Finance England, funding is notified to students by a Student Finance Notification and a payment schedule. Note that funding is not provided without a signed declaration being returned by the student to Student Finance England.
- 2.10.4 All students must provide their National Insurance Number to the relevant funding body\* in order to receive any loan (tuition, maintenance or other) from the relevant funding body\*.
- 2.10.5 The University may request that the balance of any tuition fee is payable by the student until the date a tuition fee loan is confirmed.
- 2.10.6 If no tuition fee loan is arranged, or it is insufficient to cover the tuition fees, the student remains personally liable for the tuition fee balance. Students are also liable for any outstanding balance if there is any failure to pay the tuition fee liability in whole or in part by the Student Loans Company. This applies also where there is a subsequent reassessment of the student's financial position by the relevant funding body\* and a loan is reduced or withdrawn.
- 2.10.7 Tuition fees for undergraduate and Post Graduate Certificate of Education(PGCE) students which are payable in full or in part by the relevant funding body\* will be collected by the University from the body concerned.

#### 2.11 Sponsorship

2.11.1 Where a student's tuition fees are being paid by an external organisation, students must provide a letter of confirmation to the Admissions Team for the programme on the sponsor's letterhead in order to enrol on their course of study. This letter should state the student's name, programme name, financial value of the sponsorship and the period which the sponsorship will cover.

- 2.11.2 Sponsors will be invoiced for their contribution to the student's fees after the student has been enrolled. Payment terms are set as immediate however sponsors are welcome to contact the University to arrange for a 30 day payment term. Instalment arrangements are not available to sponsors.
- 2.11.3 Students are responsible for ensuring that any fee to be paid to the University by a sponsor is paid in full and on time. Failure to ensure a sponsor pays by the due date and in full will be subject to the debt management procedures outlined below.

#### 2.12 Repeat Fees

- 2.12.1 Students repeating all or part of an academic session will be charged an additional proportion of the annual fee. Students should expect to pay such fees personally, as sponsors and funders not (including the Student Loan Company) may not give financial support for repeat study.
- 2.12.2 For clarity, repeat fees are charged for repeated periods of tuition, teaching practice for Initial Teacher Training students and re-examination.

#### 2.13 Prepayments and overpayments

2.13.1 In the event that an overpayment is made against the total annual tuition fee amount, the student will be informed. Usually, the credit balance arising will be used to offset any debt or invoice (e.g. outstanding tuition or accommodation debts to the University) on the Student's account (whether arising from tuition, accommodation, or any other legitimate charge) in due date order. If there is no other debt or invoice, the credit balance will usually be carried forward to match any fees remaining on the programme. Students will be notified before this takes place and may request a refund. Refunds will be made within 28 days once it has been approved and the Finance Team has received notification.

#### 2.14 Fee waivers and discounts

- 2.14.1 The University reserves the right to reduce the tuition fee communicated alongside the offer that is made to a student. Examples of such reductions include the University's postgraduate study alumni discount or fee waivers which are provided via a bursary or scholarship scheme.
- 2.14.2 The **postgraduate study alumni fee** discount is offered to previous students of the University and to students who have achieved a relevant University award from a partner institution.

To be eligible for this discount, students will need to have achieved a University Undergraduate award within the last five years which consists of a minimum of 120 credits and they must meet the relevant entry requirements for Post Graduate Study. Eligible students can obtain a 20% discount on the first postgraduate taught course of study for which they register at the University or a 10% discount on the first postgraduate research programme.

This discount will apply to the full programme for which they have initially registered. International students will be entitled to the same absolute (not percentage) Alumni discount as applies to Home and EU students on the relevant programme. Please note that this discount does not apply to PGCE courses.

The postgraduate study alumni discount cannot be combined with any other awards or discounts that may be applicable.

2.14.3 Accreditation of Prior Learning (APL) is how the University assesses and formally recognise learning which has taken place in the past. The APL process allows students to present prior learning in order to claim credit and therefore exemption from part of a course of study. The prior learning must be relevant to a student's course of study at the University of Cumbria and at the same academic level. If students are unsure about this, contact our APL Officers for advice at: <a href="mailto:apl@cumbria.ac.uk">apl@cumbria.ac.uk</a>. Key details, including the charge for Accreditation of Prior Experiential Learning in 2017/18 are stated at

http://www.cumbria.ac.uk/Courses/ApplicationsEnquiries/Applicants/APL/FAQs.aspx.

2.14.4 The **International Scholarship** is available to self-funded Undergraduate and Postgraduate students with overseas fee status. For Undergraduates the scholarship is to the value of 50% of tuition fee costs for the first year, and Postgraduates to the value of 50% of the full tuition fee. The scholarship is not paid in cash or in conjunction with any other university award or discount.

Scholarships are awarded on merit and outstanding achievement. Applicants must hold an unconditional offer place at the University of Cumbria on an eligible full-time bachelor's degree, topup degree or a taught master's degree at 180 credits. The Terms and Conditions and how to apply are available at <a href="https://www.cumbria.ac.uk/StudentLife/Finance/ScholarshipsBursaries">www.cumbria.ac.uk/StudentLife/Finance/ScholarshipsBursaries</a>.

# 3. Cancellations, withdrawal from programmes or interruption of study

3.1 In the event that a student cancels their registration or withdrawal from a programme – the tuition fee liability for students is set out below. This section also applies to fee liabilities related to postgraduate research programmes.

Students have a legal right to cancel a contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below. This means that during the relevant period if a student changes their mind or decides for any other reason that they do not want to receive the tuition or other service they have entered into a contract for, they can notify the University of their decision to cancel the contract and receive a reduction in the liability or a refund.

The legal right to cancel begins on the initial course start date. Specific course starts will be published on the University's website prior to registration.

#### (a) All students with Home/EU/Islands fee status

Course-billed Programmes - Annual Invoicing

Where students are registered on course-billed programmes that are invoiced on an annual rather than a modular basis, the proportion of the annual fee liability if the student cancels or withdraws on or after the relevant date is as follows:

RELEVANT DATE	ELEMENT OF FEE LIABILITY
Within 14 calendar days of course start date in Year 1 of a programme.	Pro-rated charge for each day after the course start date.
First day of Term 1 (or 14 days after registration date in Year 1 of a programme.)	25%
First day of Term 2	50%
First day of Term 3	100%

The relevant date will be taken from the last date of registration as recorded on the student record system.

Students who have applied for tuition fee loan funding from the relevant funding body (\*Student Finance England, Student Finance Wales, Student Finance Northern Ireland or the Student Awards Agency for Scotland) should be aware that any reduction in tuition fees charged by the University due to a withdrawal will be notified directly to the relevant funding body.

Students who have applied for funding via SAAS (Scotland) should be aware that if they withdraw before 1 December then SAAS will not provide any funding, however the student will still be subject to the University's withdrawal policy and therefore may end up with a liability to the University.

Where a student withdraws from a course that does not last a full academic year, a pro-rata charge will apply based on the expected duration of the course. If the course has been fully delivered, no refund or reduction in liability will apply.

Where a student withdraws from a programme that did not begin in the first term of the academic year – i.e. September – "Term 1" will be deemed to refer to their first term of attendance. For example, if the student registers in January and withdrew on 1 February, the 25% fee liability will apply. This same principle will apply to Terms 2 and 3.

Where there is no specific "course start date", the fee liability will be calculated from the date of registration.

Modular-billed Programmes -

Where a student withdraws from a modular billed programme, the following fee liabilities will be chargeable:

RELEVANT DATE	ELEMENT OF FEE LIABILITY
Within 14 calendar days of module start date	20%
After 14 calendar days of module start date	100%

#### (b) All students with overseas fee status

RELEVANT DATE	ELEMENT OF FEE LIABILITY
Within 14 days of course start date in Year 1 of a programme.	Full deposit amount
Any point from 14 days after the course start date	100%

- 3.2 In the event that a withdrawal results in the requirement of a partial refund to a student or a sponsor, this will be done within 28 days of confirmation on the student record system of the withdrawal or interruption.
- 3.3 Where students interrupt their studies for up to 12 months, the sum paid will be carried forward to the intended year of return, reducing the liability for that year.
- 3.4 Where a student is forced to withdraw from a course due to exceptional circumstances that were unknown at the time of registration, such as a bereavement or serious illness, the student may request a review of the tuition fee charged. Any such request must include full details of the exceptional circumstances and be supported by documentary evidence. Requests should be submitted in writing and either posted to Accounts Receivable, Finance, University of Cumbria, Bowerham Road, Lancaster, LA1 3JD or emailed to <a href="mailto:accountsreceivableteam@cumbria.ac.uk">accountsreceivableteam@cumbria.ac.uk</a>. Where possible, requests must be provided within 90 days of the withdrawal.

# 4. Debt Management Procedures - Tuition Fees

- 4.1 The University makes every effort to remind students of any charges due by means of invoices and other communications. 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.
- 4.2 Students are required to meet all due dates of payment whether these are annual payments or instalments. Students whose accounts are not fully paid by the due dates will be subject to debt management procedures below:-

Stage	Tuition Fees
One	Reminder letter sent explaining the payment is now overdue. Student invited to contact the Finance team within seven days in order to discuss their financial situation. If the student is an international student, this will be reported to the University's International Office given the potential need to report this to UKVI.
Two	If situation is not resolved through contact with the Finance team the following may take place alongside communication with the relevant Academic Department:  • Temporary suspension from the course/programme. Students will not be permitted to attend lectures/classes or be in receipt of supervision or tutoring from academic staff • IT / Library Access may be suspended
Three	If situation is not resolved following this stage, the student will be de-registered and the debt, if necessary, passed to an external debt collection agency and / or subsequent legal action.

4.3 The University may request evidence of financial difficulty by asking to see student bank statements, credit card statements, and/ or other details of their financial position where deemed

necessary. This information is required to consider requests for extensions to payment deadlines, and in the negotiation of settlement arrangements

- 4.4 Where students have passed to Stage Three above, referral to tracing and/or referral to external debt collection agents may take place. Legal action may also be taken through the Courts for recovery. All additional administrative costs, including agents and Court fees, will be added to the account. Tracing agents' and external debt recovery agents' fees are not set by the University and are subject to change. They may be linked to the location of the debtor, and/or the steps taken in order to recover the debt, such as the involvement of local agents in overseas territories. Once a debt is referred to tracing agents or external debt recovery agents, all communications and negotiations should be with the tracing or debt recovery agent and not the University.
- 4.5 The University may inform the student's sponsor, funding source, scholarship or bursary provider, guarantor, nominated individual(s) as per section 1.8 above, external credit checking companies and credit bureaus (in the UK and overseas) of the debt. In some circumstances, this will affect continued and/or future funding to the student and/or their credit rating and ability to obtain credit.
- 4.6 Payments from students in debt which are not allocated by the student will be allocated against the debt in due date order, with Accommodation invoices being cleared in advance of tuition fee invoices with the same due date.
- 4.7 Where there are arrears at the end of the University's academic year, a student's existing registration will be deemed to be cancelled unless an extension in writing has been granted by the Deputy Director of Finance.
- 4.8 No student is eligible for the award of a degree or other qualification by the University unless all tuition fees have been paid in full.
- 4.9 Students with any form of debt to the University may not be permitted to attend Graduation/Degree ceremonies. This includes accommodation and library debt. They will also not be able to re-register, restart or begin a new course until the outstanding debt is either settled or a payment plan is agreed with the University's Finance Team.

## 5. Other fees, fines and charges

Aside from tuition fees there are other charges which students may expect to pay during the length of their programme, the cost of which is not included in the tuition fee. These include the following:

- 5.1 **Field Trips** Students may be given the opportunity to participate on trips. The cost of trips will vary depending on the particulars and destination. Payment must be received prior to the commencement of the field trip. The payment related terms and conditions for each field trip will be available on the University's Online Store.
- 5.2 **Registration and Exam Fees** Although tuition fees cover Admission, Registration, Tuition and Examination Fees, there may be instances where additional charges apply. Research Degrees are an example as a separate charge is added for Registration and Exam Fees. Any such charges will be made clear to students prior to registration.
- 5.3 **Ancillary Charges** This includes course materials such as books, stationary, personal equipment, art supplies and clothing.
- 5.4 **Printing and Photocopying** Students have access to the combined printing, photocopying and scanning machines installed at the University of Cumbria sites. To pay students will need credit on their Cumbria card. For information including pricing and how to apply credit go to <a href="http://my.cumbria.ac.uk/StudentLife/Learning/ITMedia/UsingComputersOnCampus/PrintingAndPhotocopying.aspx">http://my.cumbria.ac.uk/StudentLife/Learning/ITMedia/UsingComputersOnCampus/PrintingAndPhotocopying.aspx</a>
- 5.5 **Library Charges and Fines** Students who fail to return library books on time will incur a charge or a fine. For information regarding charges and fines, students should visit <a href="https://www.cumbria.ac.uk/StudentLife/Learning/Resources/UsingtheLibrary">www.cumbria.ac.uk/StudentLife/Learning/Resources/UsingtheLibrary</a>. This weblink also provides details of the charges related to interlibrary loans.
- 5.6 Bench fees, field work and other additional costs for research students in some cases, postgraduate research students will be required to meet additional costs outside of the programme's fee. Where this is the case, every effort will be made to make these fees clear before the commencement of the programme.
- 5.7 **Equipment hire charges / deposits** the University may choose to request deposits from students who are using equipment. If this equipment is damaged or not returned, the deposit may be retained and further charges may be passed to the student. Full details of any deposits or charges in place will be made clear before equipment is loaned to a student.

# 6. Bursaries, Scholarships and Studentships

6.1 The University may choose to operate bursary, scholarship or studentship schemes of its own or on behalf of funders, such as the NCTL. These schemes lead to cash or in-kind payments being made to students. The details of each scheme are available on the University's website and the terms and conditions are outlined for students prior to payment being made.

6.2 Students who qualify for a bursary, scholarship or studentship will have their entitlements stopped on withdrawal and no further payments will be made. Any amounts that are paid after a student's last date of attendance will be repayable immediately. Any payments that have been made that relate to the period after a student's last date of attendance are also repayable.