

# TUITION FEE CHARGING POLICY

This document sets out the University's approach to the charging of tuition fees and the sanctions in the event of non-payment.

<b>Version</b>	1.4
<b>Executive Sponsor</b>	Chief Operating Officer
<b>Officer Responsible for Policy/ Procedures</b>	Executive Director of Finance
<b>Consultation Process</b>	Finance Academic and Student Services Office of the General Counsel
<b>Date of Approval and Committee and/or Executive Officer</b>	Executive
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# 1. SCOPE OF THE POLICY

## 1.1 Purpose of the Policy

The purpose of this Policy is to ensure the correct and lawful treatment of students with respect to payment of tuition fees.

## 1.2 What is covered by the Policy

This Policy sets out:

- The basis on which students will be charged for tuition fees and their liability at each stage of the academic year if they withdraw or take leave of absence; and
- the sanctions associated with any non-payment of tuition fees.

## 1.3 Who is covered by the Policy

All those who undertake a role relating to the payment of tuition fees at the University, including staff, must be aware of and comply with the Policy.

## 1.4 Breach of this Policy

Any breach of this Policy and its associated procedures by staff will be investigated in accordance with the University's disciplinary procedure. Any breach of this Policy and its associated procedures by non-staff will be investigated and steps taken in accordance with the law and any relevant contract.

## 1.5 Policy Ownership

The Executive has approved this Policy, the Chief Operating Officer is the Executive sponsor, and the Director of Finance is the officer responsible for the Policy. Any questions about the operation of this Policy or any concerns that the Policy has not been followed should be referred in the first instance to the Director of Finance.

# 2. THE POLICY STATEMENT

## 2.1 Guiding Principles

The guiding principles of this Policy are that the University will act lawfully and in a fair and transparent manner in relation to the fee charging and always in accordance with Policy.

## 2.2 Procedures

The following procedures implement this Policy:

- Tuition Fee Charging Procedure.

# 3. GLOSSARY OF TERMS

The terms set out in this section 3 apply to this Policy.

**Academic year:** a 12-month period which begins on 1st August and end on the 31<sup>st</sup> of July in the following year.

**Academic cycle:** The anniversary of the commencement of the programme studied.

**Full continuation fee:** the continuation fee payable by the student as notified by the University in the student's offer letter from the University.

**Full tuition fee for the academic year:** the tuition fee payable by the student as stated in the student's offer letter from the University.

**Full writing up fee:** the tuition fee payable by the student during the writing up period of the programme as stated in the student's offer letter from the University.

**Home student:** The rules about qualifying as a home student depend on nationality, the immigration status of you and your family members and where you have all been living. This is a student who qualifies to be considered for a tuition fee loan and grants and loans for living costs from the UK government.

**Initial period:** 7 calendar days after the beginning of each term. The start date of each term can be found at [About | Aston University](#). For the purposes of this policy, the beginning of the first term, for both new and returning students, will be deemed to begin on the date listed as the 'First Term Start Date for Returning Students'.

**Leave of absence:** This is when a student stops their studies for a period (normally longer than 60 days) for reasons such as illness. Applications to take leave of absence must be made through MAP. An application to take leave of absence has been formally approved when it has been considered by the relevant College of study and a final decision has been made. The status of the request in the MAP task at this stage will normally show as "Request approved and processed by academic College."

**Overseas student:** This is a student who is a non-UK national who does not meet any of the other eligibility criteria to pay 'home' fees. Overseas students will not be eligible for loans from the UK Government and will need to pay for their own tuition fees and living costs in the UK.

**Term:** Portions of the Academic year specified on the University website.

**Withdrawal:** A student may apply to withdraw from their programme at any time and requests to do so must be made through MAP. An application to withdraw from a programme of study has been formally approved when it has been considered by the relevant College of study and a final decision has been made. The status of the request in the MAP task at this stage will normally show as "Request approved and processed by academic College."

## 4. PRINCIPLES

Students should note that if the 14-day Cancellation Period under their Contract has not yet expired in relation to acceptance of their offer, the provisions of their Contract will apply.

The University must comply with the following principles in relation to tuition fee charging:

### 4.1 For Undergraduate students

- a) A student will not be liable to pay tuition fees if the student makes an application for withdrawal or leave of absence in accordance with this Policy within the initial period (see above).
- b) If a student makes an application for withdrawal or leave of absence in accordance with this Policy in teaching period one (but after the initial period has passed) and within the initial period of teaching period two, the student will be responsible to pay twenty-five per cent of the full tuition fee for the academic year.

- c) If a student makes an application for withdrawal or leave of absence in accordance with this Policy in teaching period two (but after the initial period has passed) and within the initial period of teaching period three, the student will be responsible to pay fifty per cent of the full tuition fee for the academic year.
- d) If a student makes an application for withdrawal or leave of absence in accordance with this Policy in teaching period three (but after the initial period has passed), the student will be responsible to pay the full tuition fee for the academic year.
- e) Sections 4.1(a)-4.1(d) inclusive apply to any student commencing their studies outside the main September/October entry point and their tuition fee liability will be calculated with reference to the dates of the teaching period relevant to that course of study.

#### **4.2 For Postgraduate Taught Students OnCampus**

- a) A student will not be liable to pay tuition fees if the student makes an application for withdrawal or leave of absence in accordance with this Policy within the initial period.
- b) If a student makes an application for withdrawal or leave of absence in accordance with this Policy in teaching period one (but after the initial period has passed) and within the initial period of teaching period two, the student will be responsible to pay one third per cent of the full tuition fee for the academic year.
- c) If a student makes an application for withdrawal or leave of absence in accordance with this Policy in teaching period two (but after the initial period has passed) and within the initial period of teaching period three, the student will be responsible to pay two thirds per cent of the full tuition fee for the academic year.
- d) If a student makes an application for withdrawal or leave of absence in accordance with this Policy in teaching period three (but after the initial period has passed), the student will be responsible to pay the full tuition fee for the academic year.
- e) Sections 4.2(a)-4.2(d) inclusive apply to any student commencing their studies outside the main September/October entry point and their tuition fee liability will be calculated with reference to the dates of the teaching period relevant to that course of study.

#### **4.3 Student Loan Company Information (Home Students ONLY)**

- a) If the student has taken a tuition fee loan from the Student Loans Company Limited (SLC) to pay their tuition fees, then Aston University will notify the SLC of any change in the student's circumstances and their revised tuition fee liability for that academic cycle. Students must also contact the SLC themselves to confirm this information.
- b) Students who have been assessed to receive maintenance support for living costs and / or supplementary funding from the SLC may be asked to repay part of this funding if they withdraw or take leave of absence. The SLC will calculate on a pro rata basis the level of funding a student is entitled to receive.

#### **4.4 Postgraduate Research and Postgraduate Taught Distance Learning students**

- a) Other than in the circumstances set out in section 4.4 b, a student's tuition fee will be recalculated where a student has made an application to be withdrawn from their programme or take leave of absence part way through an academic year. The student will be liable to pay tuition fees for the number of full calendar months that they have completed and any calendar months that they have partially completed. The recalculated fee is the full fee divided by 12 calendar months multiplied by the number of full calendar months and part calendar months completed on the programme. For example, a leave of absence from 15 January to 22 February will mean that the student is still liable to pay tuition fees, because the student will have partially completed January and February.

- b) Where a writing-up student withdraws from their programme or takes leave of absence, the writing-up fee will not be adjusted, and the student will continue to be liable to pay the full writing-up fee.
- c) Where a continuation fee is payable by the student and a student withdraws from their programme or takes leave of absence, the continuation fee will not be adjusted. The student will continue to be liable to pay the full continuation fee. Where a student submits prior to their expected end date they will continue to be liable to pay the full continuation fee.

#### **4.5 Pre-sessional English Programmes**

Where a student withdraws from their programme or takes leave of absence part way through their programme, their tuition fees will only be considered if the reason for withdrawal or leave of absence is beyond the control of the student as identified in section 6 (Refunds).

#### **4.6 Aston Online Learning and Modular Learning**

Where a student's application to be withdrawn from their module or take leave of absence is approved prior to the "withdrawal deadline," as identified in the Aston Online Learning - Academic Calendar, the student will not be liable to pay the full fee, and a full refund will be granted. Where a student's application to be withdrawn or take leave of absence is not approved before the "withdrawal deadline" then the student will be liable to pay the full fee.

#### **4.7 Tuition Fees – General**

The University believes that it is in the interests of both the student (or student's sponsor), and the University, that applicants and students should be notified as early as possible of the total fees due for their programme of study, including any additional costs, along with the arrangements for payment.

For each programme of study, the University will set, publish, and charge tuition fees for the full duration of that programme.

Tuition fees will be confirmed in the Offer letter sent to students.

## **5. DEPOSITS**

The University must comply with the following requirements in relation to deposits.

#### **5.1 Calculation of a deposit**

Where an applicant is required to pay a deposit to secure a place on their programme, the amount of the deposit will be deducted from the total tuition fee payable for the academic year.

#### **5.2 Cancellation by the student**

Students have a legal right of cancellation as set out in the student's offer letter (the cancellation period). If a student cancels acceptance of their place within the cancellation period, the University will refund any deposit paid. If a student cancels acceptance of their place outside that cancellation period, the University will not normally refund the deposit paid (subject the retention of £50 fee to meet additional administrative costs) other than in the following circumstances:

- the requirements for the conditional offer have not been met by the applicant. Evidence will be required to prove that a genuine attempt had been made to meet the conditional offer.
- where the applicant is an overseas student and the application for entry clearance is refused (documentary evidence of refusal will be required). No refund will apply where entry clearance is refused due to submission of fraudulent documents/deception or any act of omission by the applicant in connection with such visa application; and
- in cases of exceptional mitigating circumstances (documentary evidence will be required). Please refer to section 6.4 for further information.

## 6. REFUNDS

The University will comply with this section 6 and specifically the circumstances under which refunds will be considered are outlined in section 6.4 (Mitigating Circumstances).

### 6.1 Deposit Refund

The University will refund the applicant the amount of the deposit payable to the student in accordance with this Policy without undue delay. The University will refund using the same means of payment as the applicant used for the initial transaction, and to the same account, unless the applicant and the University have expressly agreed otherwise. In any event, the University is not responsible for any bank charges incurred by the applicant because of the refund.

### 6.2 Tuition Fee Refund

Where a student has paid their fees in advance and subsequently applies to withdraw or take leave of absence, any refund will be calculated in accordance with this Policy. Payment of any refund will be made using the same means of payment as the applicant used for the initial transaction, and to the same account, unless the applicant and the University have expressly agreed otherwise. (My Aston Portal) within 14 calendar days after approval of the request by their college of study.

### 6.3 Agency Fee Refund

Any refunds made will not include a refund of any agency fee paid by the applicant to an agent.

### 6.4 Mitigating Circumstances Specifically Relating to Tuition Fee Deposits

The University shall consider each case of mitigating circumstances on a case-by-case basis, however, please be aware that academic and financial difficulties are not normally regarded as acceptable reasons for any refund. Such cases must be submitted to the Associate Pro Vice Chancellor (Students) who will consult with the appropriate College. The following table sets out an indicative and non-exhaustive list of mitigating circumstances list that are acceptable and non-acceptable to the University.

Usually accepted by the University	
	Notes
1. Recent (< 1 month) death or serious illness of a close relative	"Close" means parents (& guardians), children and siblings, and a spouse/partner. It may include in-laws, grandparents, and grandchildren if it can be shown that the relationship was close, but not usually aunts, uncles, or cousins.

2. Recent (< 1 month) diagnosed illness or serious accident of the student	Illness or accident affecting study that is an incapacitating illness or an unexpected deterioration in an ongoing illness or medical condition which includes bone fractures and serious sprains. Medical certification must be obtained, and medical evidence must bear the GP's practice stamp and/or be on appropriate headed paper.
3. Recent (< 1 month) Change of employment circumstances	Unforeseen changes in employment for example; a. withdrawal of sponsorship by an employer (letter from employer must be provided). b. loss of employment removing the ability to progress with the course financially (letter from employer must be provided).
4. Recent (< 1 month) other unforeseen significant circumstances	Political unrest, natural disaster, national emergency.
Visa related	Overseas Students must refer to sections 5.2.
<b>Not accepted by the University</b>	
	Notes
Minor ailments and other conditions	Minor ailments where symptoms may be relieved by over-the-counter medication, sprains, long-standing medical conditions for which special arrangements could have been made or treatment anticipated and taken. Accidents/illness affecting relatives or friends (unless serious or the student is the sole carer).
Social	Difficulty integrating to university life or home sickness or a decision to commence with employment rather than academia.
Non-serious domestic or personal disruptions which could have been anticipated	Moving house, holidays, weddings, religious festivals, or other events where the student either has control over the date or may choose not to participate. Change of job or "normal" job pressure (exceptional crises at work might be acceptable), illness or death of pets.
Study-related	Decision to transfer to an alternative institution, computer difficulties, late distribution of materials by the College, delays in printing, photocopying and issues with predefined timetabling of modules.

## 6.5 Other Requests for Refunds

In relation to requests for refunds in any other circumstances, students are referred to the Student Refund and Compensation Policy and the Student Complaints Procedure.

## 7. NON-PAYMENT

The sanctions for debt to the University are set out in the following table:

Debt	Sanction
'Substantial': academic debt of £1,000 or over (include: tuition fees, library fines, non-returned library books, overpayments of bursaries, overpayments of scholarships and unpaid disciplinary fines).	Student's Library borrowing rights and access to the University's networked learning systems (including the ability to view learning materials, submit assignments and take exams) are normally withdrawn.



	<p>Enrolment with the University for the following year normally prevented (unless satisfactory arrangements have been made with Finance for repayment).</p> <p>The University reserves the right to insist that full or partial fees are paid up front prior to commencing subsequent year of study, where there has been historic and consistent evidence of poor payment.</p> <p>Returning students who are in debt from the previous year will have their student status withdrawn from the University at the end of the <u>second</u> week after the due date for their re-enrolment (unless satisfactory arrangements have been made with Finance for repayment).</p> <p>Possible debarment from the Conferment of Degrees (decision of the Associate Pro Vice Chancellor (Students) or their nominee).</p> <p>University letters relating to academic performance, references, formal transcripts (see 3i for transcripts processing), diplomas and certificates normally withheld.</p> <p>Where the Finance Department has made every reasonable effort to obtain payment and where it is apparent that the student is unlikely to pay the amount owed, the Director of Finance (or their nominee) and Treasury, having consulted with the appropriate College, shall inform the student that they will be required to withdraw from the University, within 14 calendar days of being notified. The student shall be informed, that they have the right to submit a written appeal within 14 calendar days of this decision. The Associate Pro Vice Chancellor (Students) (or their nominee) shall consider the appeal.</p> <p>The University reserves the right to commence legal action to recover unpaid fees which may include the use of a Debt Collection Agency for any outstanding fees not paid within 90 days from the invoice due date if no payment arrangements are requested and agreed with the University.</p>
<p>'Non- substantial': academic debt under £1000 ((include: tuition fees, library fines, non-returned library books, overpayments of bursaries, overpayments of scholarships and unpaid disciplinary fines).</p>	<p>Students Library borrowing rights normally withdrawn.</p> <p>Enrolment with the University for the following year normally prevented (unless satisfactory arrangements have been agreed with Finance for repayment).</p> <p>The University reserves the right to insist that full or partial fees are paid up front prior to commencing subsequent year of study, where there has been historic and consistent evidence of poor payment.</p> <p>Returning students who are in debt from the previous year will have their student status withdrawn from the University at the end of the <u>second</u> week after the due</p>

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## 8. COMPLAINTS

Students should refer to the University's published Student Complaints Procedure if they wish to make a complaint in relation to any matter addressed under this Policy.



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