



Aston University

# 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>	1.1
<b>Executive Sponsor</b>	Chief Operating Officer
<b>Officer Responsible for Policy/ Procedures</b>	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
<b>Effective Date</b>	20 November 2020

# **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 and their 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; and
- Procedures on Sanctions for Student Debt.

# **3. GLOSSARY OF TERMS**

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

**Academic year:** a 12 months period which begins on 1st August and end on the 31<sup>st</sup> 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 teaching period.

**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 should normally 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.

**Teaching period:** This is defined in the University calendar.

**Withdrawal:** A student may apply to withdraw from their programme at any time and requests to do so should normally 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

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.
- 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 charged 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 charged 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 charged 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**

- 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 charged 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 charged 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 charged 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 how much 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. For example, 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.
- 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 and 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**

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.

### **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 to 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 must demonstrate compliance 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 student in accordance with this Policy without undue delay. The University will usually refund using the

same means of payment as the applicant used for the initial transaction, unless the applicant has expressly agreed otherwise. In any event, the University is not responsible for any bank charges incurred by the applicant as a result 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 into the designated bank account submitted by the student on MAP (My Aston Portal) within 14 calendar days of the request, on approval 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

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 Director of Student and Academic Services who will liaise 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 very 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 situation.
Visa related	Overseas Students must refer to sections 5.2.
Not accepted by the University	
	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 or planned	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.

## 7. NON-PAYMENT

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

Debt	Sanction
<p>'Substantial': academic debt of <sup>(1)</sup>£1,000 or over (e.g. tuition fees).</p> <p>(<sup>1</sup>) The level of substantial debt will be reviewed annually by the Scholarship &amp; Sanctions Group and any amendments will be subject to approval by the Deputy Vice-Chancellor (Engagement) (or their nominee), and regulated by the Learning and Teaching Committee.</p> <p>(<sup>2</sup>) Further information is contained in the Aston University Scholarship Policy relevant to the applicable year of entry.</p>	<p>Student's Library borrowing rights and access to the University's network normally withdrawn.</p> <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 Deputy Vice-Chancellor (Engagement) 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. The student shall be informed that they have the right to submit a written appeal within 14 calendar days of this decision. The appeal shall be</p>

	<p>considered by the Deputy Vice-Chancellor (Engagement) (or their nominee).</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.</p>
<p>'Non- substantial': academic debt under <sup>(1)</sup> £1,000 (e.g. tuition fees).</p> <p><sup>(1)</sup>The level of substantial debt will be reviewed annually by the Scholarship &amp; Sanctions Group and any amendments will be subject to approval by the Deputy Vice-Chancellor (Engagement) (or their nominee).</p> <p><sup>(2)</sup> Further information is contained in the Aston University Scholarship Policy relevant to the applicable year of entry.</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 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 Deputy Vice-Chancellor (Engagement) 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 Finance 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), having consulted with the appropriate College, shall inform the student that they will be required to withdraw from the University within 14 days. The student shall be informed that they have the right to submit a written appeal within 14 days of this decision. The appeal shall be considered by the Deputy Vice-Chancellor (Engagement) (or their nominee).</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.</p>

## 8. COMPLAINTS

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



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