

BCC FAIR DEBT COLLECTION POLICY FOR STUDENTS

Introduction

The purpose of this policy is to ensure the prompt collection of amounts that are due to the College whilst ensuring that a fair, proportionate and consistent approach is taken to the recovery of sums that are not paid when due. The prompt collection of monies due is essential to providing the financial resources needed by the College to provide services and facilities for the benefit of students.

The College will adopt standardised collection procedures that encourages students to pay on time. However, if a student fails to honour agreements to pay, proportionate and fair action will be taken to encourage settlement of the debt and as a deterrent to others. This will include the imposition of like for like sanctions, referral of the debt to external collection agents and, as a last resort, action taken through the courts for the recovery of the debt.

Support for Students

In applying this policy, the College will at all times seek to be sympathetic to individual students' financial circumstances. However, to do so, students must communicate with the College if they are experiencing financial difficulties.

Students experiencing difficulties in paying any fees and charges should seek financial advice or guidance at the earliest opportunity by contacting:

The Finance Office

Email – finance@bccoll.uk

Telephone - 0121 472 0726

Vulnerable students

The College recognises that some students may require additional support in dealing with their financial affairs and will seek to identify potential barriers caused by College systems which could negatively impact a student's ability to engage with our services.

Vulnerability does not mean that a student will not be required to pay the amount due. However, where a person is recognised to be vulnerable and the Finance Office has an awareness of this, particular care will be taken when considering referral to external debt collection agents.

Complaints Procedure

This policy is intended to treat all students in a fair and consistent way. However, complaints about any aspect of the debt collection process should be addressed in accordance with the College's complaints policy.

Tuition Fees

The tuition fees for Home (UK) students apply to UK applicants domiciled in England, Northern Ireland, Scotland, Wales, Channel Islands and the Isle of Man.

Please note Irish nationals will continue to be eligible for home fee status and support by the Welsh Government under the Common Travel Area arrangement. For Irish nationals: Please refer to this document dated 04 April 2024 for any changes ([Eligibility for home fee status and student support in England \(parliament.uk\)](#))

Students become liable for the payment of the full tuition fee on enrolment to a programme of study. Each student remains individually liable for all fees, debts and other charges payable to the College on his or her behalf. The fact that a sponsor has advised an intention to pay fees on behalf of a student does not affect this individual responsibility.

How to Pay

Option 1: Student Loans Company or SAAS Tuition Fee Loan

Where a UK student has a confirmed award from the Student Loans Company or SAAS covering the full tuition fee liability, the College will communicate directly with these organisations to secure payment from them on behalf of the student. The student is however the student is responsible for any amount over and above the amount we receive from Student Loan Company.

Students are strongly advised to apply for funding at the earliest opportunity to minimise the risk of not having funding in place by the start of the academic year. The application process for the following academic year normally opens in March. The easiest way to apply is online. Please be aware that you need to sign and return the loan declaration.

An application must be made for each year of study.

Option 2: Sponsor

If the student has secured sponsorship for the whole or part of the fee due, it is important that proof of sponsorship is supplied prior to registration. If proof is not provided, the student will be liable for the full fee and subject to the standard self-financing tuition fee payment options.

In the event of a sponsor defaulting on payment, responsibility for payment of fees will return to the student.

Option 3: Self-Financing – Payment in full

Students wishing to pay their tuition fees in full may do so online by BACS:

Account Name: Birmingham Christian College

Sort Code 08-92-99

Account No. 65344798

International bank transfers can also be made via any reputable bank:

International Bank Account Number: GB67CPBK08929965344798

Branch Identifier Code/SWIFT Code: CPBKGB22

Option 4: Self-Financing – Payment in instalments

Tuition fees may be paid in a maximum of three instalments or by alternative agreed dates with the Finance office. You will not be subject to any additional charges or interest if you choose this payment option. An initial deposit is due within 1 month of the date of the offer letter if offer is accepted. The balance of the first instalment is due on 1st day of the autumn semester which is in September, then the second instalment is due on 1st day of 2nd semester in January and the final instalment is due on the 1st of April.

Paying online (Both via PayPal and BACS) is the only available method to pay Tuition Fees in instalments. All other payment methods require full payment.

In the event of failed payments or previous arrears the College may withdraw the option of paying in instalments.

Accommodation fees

A student's acceptance of an offer of a place in College accommodation constitutes a binding contract to occupy that place for a complete session unless the student is unable to start the course for one of the reasons for withdrawal. The student is then liable to pay the fees for the whole of the licence period. Where exceptions have been made allowing a student to leave on approved medical or welfare grounds, the student remains liable to pay the fees due for the whole of the period for which he/she has been in residence or otherwise responsible for the accommodation.

Acceptance of a place in the College accommodation binds the student to comply in all respects with the terms and conditions of occupancy set out in the Protected Licence Agreement for the relevant academic year. The College reserves the right to demand immediate payment of any outstanding sums notwithstanding any agreement to pay in instalments.

It is a condition of the licence under which a student is admitted to the College accommodation that all accommodation fees are paid by the due date.

How to Pay**Option 1: Payment in instalments**

As part of your Accommodation Licence Pack process you will be asked to make a deposit payment which is equivalent to one month's rent by bank transfer. All rents are paid on the first day of the month in advance over the period of the course.

Option 2: Payment in full

Students wishing to pay their accommodation fees in full may do so as part of the Accommodation Protected Licence agreement by choosing the single instalment option.

Early Withdrawal

Tuition Fees

Once a student has officially withdrawn from a programme of study, they may be eligible for a reduction in Tuition Fees for that particular academic year. The reduction is calculated based on the official date of withdrawal applied to the student record.

The College assumes that all prospective students will have thought carefully about taking up a course and therefore applying for admission.

However, the College understands that there are many reasons for wishing to withdraw from a course, both before and after courses have commenced. Consequently, the College's policy on refund of fees upon withdrawal is as follows:

- a. Notice of withdrawal must be made in writing and will only be considered to have been made on the date on which they are received by the Registrar.
- b. For withdrawals which are received within the first two weeks of the course commencement date, a non-refundable administration fee of £50 will be deducted and any balance held will be refunded, at the discretion of the College.

Where withdrawals are received after two weeks of the course commencement date, for whatever reason, a refund will only be given for any semesters which have not commenced yet (e.g. if you have paid for the full year and withdraw during the Autumn Semester you will receive a refund for the Spring Semester's fees). Refunds are given at the College's discretion.

For students who have not paid their fees in full and have outstanding debt on their account, pro rata fee will be charged upon withdrawal. For examples, if a student decides to withdraw from the course after two weeks of commencement of date of the programme but has not paid part or the full fees for the programme, the student will be liable for the full fees for the semester and but will not be liable for the subsequent semester's fees.

Overseas students should note that where a statement has been sent to UKVI to support a student visa application, the College must notify the UKVI of any withdrawal.

Where a student withdraws from College and has applied for a Tuition Fee Grant/Loan, Student Finance will cover the Fee liability in this instance. However, if a student withdraws from College and is paying privately, either an invoice or refund will be sent to the home address depending on what has been paid up until the point of withdrawal.

If a student is considering withdrawing from College, it is important that they contact the Finance Office to establish the full financial implications of doing so. If the withdrawal is temporary or the student is transferring to another College, the Finance Office will be able to advise on any potential restrictions on future funding or student support.

Accommodation Fees

Once the offer of a place in College residence is accepted, students become liable to pay the fees due for the whole of the licence period. Approval for release from the contract can only be

given by the Accommodation Office on approved medical, welfare or academic grounds. Nevertheless, such students are still liable to pay the fee due for the period they have been in residence or were otherwise responsible for the accommodation, this fee being calculated on a proportionate daily rate.

Students who have overpaid upon withdrawal will be refunded.

Non-Payment

Where there are outstanding fees and charges due to the College from students, the College will instigate debt recovery processes where:

- An invoice for fees or charges is not settled by the due date.
- A payment in accordance with an agreed instalment plan is not received.

The focus of the debt recovery process will be to communicate as soon as possible with students experiencing financial difficulty to lead to a mutually satisfactory resolution of the debt. Students experiencing difficulties in paying any fees and charges should seek financial advice or guidance at the earliest opportunity by contacting:

The Finance Office

Email – finance@bccoll.uk

Telephone - 0121 472 0726

If a student fails to honour agreements to pay, proportionate and fair action to encourage settlement of the debt will be taken. This may include the imposition of one or more of the following sanctions below:

Tuition Fees Debt

- Withdrawal of computer and library facilities i.e. access to your e-mail, Moodle, Classter and loaning of books from the College libraries (Perlego).
- Loss of right to progress to the next academic year*.
- Loss of right to receive your degree.
- Loss of right to attend the degree ceremony.
- Cancellation of registration at the College and at the validating university (or accrediting body where applicable) *.
- Referral to external debt collection agency.
- Withdrawal of access to the college's e-library-Perlego.
- No attendance to both in person and online classes
- No assessments will be marked, or results released.
- No tutorial support will be given by lecturers

Action taken through the Courts for the recovery of debts. A court judgement will severely affect your credit rating making it difficult for you to obtain future credit, mobile phone contract, mortgage, etc.

* **International Tier 4 students** - not having access to network facilities due to outstanding debt to the College puts your Tier 4 status at risk and could result in problematic attendance and engagement monitoring for which you (the Tier 4 student) will be fully responsible. If your attendance is seen as problematic and action is taken according to our Tier 4 as per the Attendance and Engagement Policy, you will not be able to justify it on the basis that you have not had access to network facilities as you are expected to:

- either resolve the debt issue before it affects your attendance and engagement with your course or
- put in place different arrangements with your academic department that prove your attendance and engagement.

Loss of right to progress to the next academic year and cancellation of registration at the College and validating University directly impacts on your Tier 4 status as it will result in the withdrawal of your Tier 4 sponsorship by the College. The College is required to report to UK Visas & Immigration any withdrawal of Tier 4 sponsorship which will then result in the curtailment of the student's Tier 4 Visa. The student must leave the UK so as not to overstay, which is a criminal offence.

Accommodation Fees Debt

- Loss of right to receive further College accommodation.
- Referral of debt to external debt collection agency.
- Action taken through the Courts for the recovery of debts. A court judgement will severely affect your credit rating making it difficult for you to obtain future credit, mobile phone contract, mortgage, etc.

Other Sundry Debt

- Withdrawal of ability to access service i.e. library, debt will result in loss of both physical and e-library access, etc.
- Referral to external debt collection agency.
- Action taken through the Courts for the recovery of debts. A court judgement will severely affect your credit rating making it difficult for you to obtain future credit, mobile phone contract, mortgage, etc.

Please note that any student with a debt owed to the College may have any fellowship, studentship, scholarship, bursary or prize awarded by the College withheld. The value of the award may be set against the debt in full or in part without consultation.

Recovery Process

The College will establish timely and vigorous processes for the recovery of overdue sums and will start the recovery process when a payment becomes overdue or an instalment plan or payment arrangement is not maintained.

The College will communicate using any of the following:

1. the student's College email address
2. any phone number provided by the student
3. any alternative email address provided by the student
4. by letter to the term and /or home address provided by the student.

If the above methods are a barrier to students receiving and understanding communication, the College will endeavour to provide information in an appropriate and accessible format.

Tuition Fees

Where fees remain outstanding and no instalment plan has been agreed or an instalment has failed, the following series of communications will be sent:

1. Correspondence requesting full payment or payment plan sent.
2. Correspondence sent with invitation to attend a drop-in session and reference to potential imposition of tuition sanctions. Members of the Fees Team will be available by appointment.
3. Correspondence giving notice of imposition of tuition sanctions i.e. withdrawal of network facilities. List of debtors shared with designated contacts in the College and students support services.

The communications will give notice of action to be taken and will continue until such time as the debt has been settled or an agreement reached on resolution. Where a payment arrangement has been agreed but payment is not received strictly in accordance with the agreement, action to enforce payment will be resumed promptly following the default in payment. Where a debtor has failed to make payments as agreed further payment arrangements will not normally be considered unless the debtor's circumstances have changed. Anyone experiencing difficulty in making payments under a payment arrangement due to a change in circumstances should contact the Finance Office as soon as they experience difficulty.

Sanction1

Withdrawal of computer and library facilities i.e. access to your e-mail, Moodle, Classter and loaning of books from the College libraries including Perlego.

1. Correspondence confirming tuition sanctions have been imposed and advising of potential further sanctions.
2. Correspondence confirming imposition of tuition sanctions and reference to potential further sanctions.

3. Correspondence reinforcing potential further tuition sanctions and reference to the possibility of referral to external debt collection agency.
4. Correspondence again reinforcing potential further tuition sanctions and reference to the possibility of referral to external debt collection agency.
5. Correspondence to graduating students giving notice of imposition of tuition sanctions (unable to graduate or attend ceremony) and reference to external debt collection agency.
6. Correspondence to returners giving notice of imposition of tuition sanctions (unable to register for next academic year).

Sanction 2

Graduating Students - Loss of right to attend degree ceremony and receive degree until the debt is resolved.

Returning Students - Loss of right to progress to the next academic year until the debt is resolved.

1. Correspondence to returners reinforcing notice of imposition of tuition sanction (unable to register for next academic year).
2. Correspondence to returners giving final notice of imposition of tuition sanction (unable to register for next academic year).

Sanction 3

If the amount due remains unpaid at the end of this process and a suitable arrangement is not in place, the debt will be referred to the College's external debt collection agency. Once the debt has been transferred all correspondence in relation to the debt will be received from and should be directed to the agency. Continued non-payment will ultimately result in action being taken through the courts to recover the debt. Where the collection of sums due results in increased cost to the College the person owing the debt should be responsible for paying the full cost incurred to recover the amount. Therefore, the College will seek to recover all costs or fees that are legitimately due from a debtor. Any costs or fees due will be reasonable and will reflect the actual cost incurred.

In the event of the debt being initiated later in the academic year due to failed second or third instalment, expired card or any other reason it may not be practical to send all of the above stages of correspondence. However, in all cases full and fair notice will be given prior to the imposition of any sanctions and referral to external debt collection agents.

Accommodation Fees

Where fees remain outstanding and no instalment plan has been agreed or an instalment has failed, the following series of communications will be sent:

1. Correspondence requesting full payment or payment plan sent.
2. Correspondence sent with invitation to attend a drop-in session.
3. Correspondence and referral to Licence Manager as potential breach of licence. List of debtors shared with Campus Services and Student Support.

4. Correspondence giving notice of imposition of accommodation sanctions and making reference to the possibility of referral to external debt collection agents.

The communications will give notice of action to be taken and will continue until such time as the debt has been settled or an agreement reached on resolution. Where a payment arrangement has been agreed but payment is not received strictly in accordance with the agreement, action to enforce payment will be recommenced promptly following the default in payment. Where a debtor has failed to make payments as agreed further payment arrangements will not normally be considered unless the debtor's circumstances have changed. Anyone experiencing difficulty in making payments under a payment arrangement due to a change in circumstances should contact the Finance Office as soon as they experience difficulty.

Sanction 1

Loss of right to receive further College accommodation.

1. Correspondence confirming imposition of accommodation sanctions and reference to the possibility of referral to external debt collection agents. List of debtors shared with Campus Services and Student Support.
2. Correspondence reinforcing the possibility of referral to external debt collection agency. List of debtors shared with Registrar and Student Support. Approval to refer debtors to external debt collection agency sought from Senior leadership Team.
3. Correspondence giving notice of referral to external debt collection agency.

Sanction 2

If the amount due remains unpaid at the end of this process and a suitable arrangement is not in place, and if the student is still in residence they will be asked to vacate and, if necessary, we will go through an eviction process in the courts. Following that, the debt will be referred to the College's external debt collection agency. Once the debt has been transferred all correspondence in relation to the debt will be received from and should be directed to the agency. Continued non-payment will ultimately result in action being taken through the courts to recover the debt. Where the collection of sums due results in increased cost to the College the person owing the debt should be responsible for paying the full cost incurred to recover the amount. Therefore, the College will seek to recover all costs or fees that are legitimately due from a debtor. Any costs or fees due will be reasonable and will reflect the actual cost incurred.

In the event of the debt being initiated later in the academic year due to failed second or third instalment, expired card or any other reason it may not be practical to send all of the above stages of correspondence. However, in all cases full and fair notice will be given prior to the imposition of any sanctions and referral to external debt collection agents.

Definitions

The following definitions apply for the purpose of this Policy in respect of the terms shown below.

- **Debt** - for the purposes of this policy the term ‘debt’ is used to refer to an amount that is payable to the College,
- **Debtor** – for the purposes of this policy the term ‘debtor’ is used to refer to a person that owes a sum of money to the College,
- **Sponsor** - for the purposes of this policy the term ‘sponsor’ is used to refer to an individual or organisation that has committed to pay fees on behalf of a student directly to the College. Liability for all fees remain with the student in the event of a sponsor defaulting on payment.
- **Debt Collection Agency** - for the purposes of this policy the term ‘debt collection agency’ is used to refer to a company working in partnership with the Birmingham Christian College that specialises in collecting debts where the College has been unsuccessful in doing so,
- **Vulnerable Person** – for the purposes of this policy the term ‘vulnerable person’ refers to a person who has exceptional difficulty dealing with the payment of fees and/or charges because of their personal circumstances and who requires additional assistance in dealing with the fees and/or charges in order to meet their financial obligation. Birmingham Christian College therefore undertakes a broad definition of vulnerability and each case will be decided on its own merits; further evidence may be requested where appropriate.