

Heriot-Watt University Student Debt Policy

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POLICY

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HERIOT-WATT UNIVERSITY

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Table of Contents

1. Introduction	<u>3</u>
2. Purpose	<u>3</u>
3. Objectives	<u>3</u>
4. Scope	<u>3</u>
5. Lines of Responsibility	<u>4</u>
6. Monitoring and Evaluation	<u>4</u>
7. Financial Responsibility	<u>4</u>
8. Financial Difficulties	<u>4</u>
9. Sources of Advice	<u>5</u>
10. Funding	<u>5</u>
11. Student Payment Process	<u>7</u>
12. What happens if the student doesn't pay	<u>7</u>
13. Refunds	<u>8</u>
14. Refund Criteria per payment type	<u>8</u>
15. Exceptional circumstances	<u>10</u>
16. Appendix 1 – Applicant/Student Transactions	<u>11</u>
17. Appendix 2 – Payment Terms	<u>13</u>
18. Appendix 3 – Payment Instalment/Plan Options	<u>14</u>
19. Appendix 4 – Payment Methods	<u>15</u>
20. Appendix 5 – Communication	<u>16</u>
21. Appendix 6 – Sanctions	<u>17</u>
22. Appendix 7 – Refunding Tuition Fee Matrix	<u>19</u>

1. INTRODUCTION

Heriot-Watt University's Charter allows it to demand and raise fees in return for the provision of education, accommodation and other services provided. These are defined in its Ordinances Section E, Ordinance 1.

The University must collect the fees, charges, fines and debts it levies. Collection must comply with the University's Charter and Ordinances, Policies and all other applicable laws and regulations.

2. PURPOSE

This policy sets out the principles that the University will follow in collecting any fees or payments owed to the University. The goal of this policy is to ensure that fees and payments are collected in a way that is consistent, transparent, and legally sound. The student should understand their financial responsibilities and what happens if they face difficulties in meeting them.

3. OBJECTIVES

The University aims to:

- 3.1. Collect all fees that students owe to the University
- 3.2. Ensure the process is:
 - Clear and consistent, so everyone knows what to expect.
 - Fair and reasonable, taking individual circumstances into account.
 - Open and transparent, with regular communication.
 - Legally compliant, so everything is done according to the law.

4. SCOPE

This policy covers:

- All current and former On Campus students of Heriot-Watt University in Scotland.
- Off campus research students.
- All current and former applicants of Heriot-Watt University in Scotland.
- Transactions including tuition fees, accommodation costs, fines, and other charges listed in University Ordinances Section E, Ordinance 1.
- This policy is applicable for students from the beginning of the 2526 academic year and applicants applying for the 2526 academic year onwards.

This policy does not cover:

- Distance Learners, the University's Dubai and Malaysia campuses, or partner institutions, as there are separate policies in place in relation to these students.

5. LINES OF RESPONSIBILITY

- 5.1. **University Executive:** Ensures the University follows this policy.
- 5.2. **Global Chief Financial Officer:** Manages the policy daily and ensures it's applied properly.
- 5.3. **Schools and Departments:** Make sure they follow the policy when handling fees and payments ensuring all students raising issues surrounding their payment of fees are directed to Finance.

6. MONITORING AND EVALUATION

Monitoring and review of this policy is the responsibility of the Global Chief Financial Officer. This policy will be reviewed periodically to ensure continued compliance with legislation, effectiveness, and equality impact.

7. FINANCIAL RESPONSIBILITY

- 7.1. The University has standard [Terms and Conditions](#) (provided at enrolment) and for the payment of fees and charges provided to a student.
- 7.2. Non-payment for any fees will incur debt management action from the University as outlined below in section 11/12.
- 7.3. The student is ultimately responsible for all debts incurred with the University.

8. FINANCIAL DIFFICULTIES

- 8.1. **Reach out early:** Students can sometimes find themselves in personal situations where they are unable to meet their agreed payment terms. In this case, the student should speak to the Finance team as soon as possible to understand any issues and look to agree a resolution.
- 8.2. **Provide Evidence:** For the University to provide appropriate assistance regarding payments, students may be requested for evidence of income and expenditure, as well as associated documentation.
- 8.3. **Advisors:** Students may or may not want to contact their personal tutor/student advisor or Student Wellbeing to discuss any issues impacting them, but the student **must** contact the Finance team to discuss outstanding debts. The

academic staff and personal tutor/student advisors are not able to make revised financial arrangements or lift any sanctions applied to a student on behalf of the Finance team.

8.4. Advice: The Finance team are available:

- Edinburgh Campus: Riccarton Student Service Centre between 10 – 1 Monday to Thursday in person. Please check the portal for drop in session availability.
- Alternatively, students may contact the Finance team using the student portal.

9. SOURCES OF ADVICE

The University has various resources should a student need help managing their finances, the University offers support through the following:

- [Fees and Funding Information](#)
- [Student Wellbeing Services](#)
- [Student Service Centre](#)

10. FUNDING

- 10.1. Students attending University may be sponsored by a third party, for example a Government Agency or commercial organisations.
- 10.2. A student will be asked whether they are sponsored during their enrolment process and asked to provide a letter of financial guarantee from the sponsor to the Finance team by email (sponsors@hw.ac.uk) or in person. The student should provide this as soon as possible to the finance team as the student remains responsible for all fees until such evidence is provided.
- 10.3. The University systems will be updated, and the debt will be transferred from the student to the sponsor. The sponsor will then be sent an invoice appropriately.
- 10.4. Students sponsored by the Student Award Agency for Scotland (SAAS) and Student Finance Company (SF) will not be required to provide the letter of financial guarantee unless specifically requested as this is received electronically by the University from SAAS or SF.
It is the student's responsibility to ensure they have received a SAAS Student Tuition Fee Award letter, or SF funding acknowledgement. This can be found on

the relevant funding provider portal. If the student has not received this funding award by the invoice due date, it is the student's responsibility to contact the relevant funding body.

- 10.5. Debt belongs to the student until the sponsor pays. If the sponsor does not pay as per Heriot-Watt payment terms, the student may be subject to academic sanctions.**

11. STUDENT PAYMENT PROCESS

The process for the issuance of invoices, credit notes and receipts at key points in the year for tuition, accommodation and for other ad hoc charges is outlined under Appendix 1 - Applicant/Student Transactions.

- 11.1. Once a student receives their invoices, via email, they will be expected to pay the outstanding amount by the due date/s outlined on the individual invoice. Payment terms are outlined in Appendix 2 - Payment Terms.
- 11.2. On campus students may select instalment plans for tuition and accommodation invoices using recurring card plans to spread the repayment of the debt over a longer period through equal instalments. These are outlined in Appendix 3 - Payment plans and Appendix 4 - Methods of Payment respectively.
- 11.3. If a student does not make payment by the due date outlined on the invoice, then the University will start its collection process by emailing overdue letters outlined in Appendix 5 – Communication.
- 11.4. If the University is unable to make contact and agree an appropriate schedule for payment with the student, there will be escalating sanctions applied, which can be found in step 12 below. Practical application of these sanctions are outlined in Appendix 6 – Sanctions.
- 11.5. The final stage in the debt collection process is to refer this for debt recovery agency and legal action as outlined in Appendix 6 - Sanctions.

12. WHAT HAPPENS IF THE STUDENT DOESN'T PAY

If a student falls behind on payments, then dependent on the nature of the debt in question, the University may take the following steps:

The details of these sanctions, including lead in times for their imposition and their relation to the debt in question can be found in the table in Appendix 6, Page 17.

- 12.1. Prevent the student re-enrolling or taking part in academic activities.
- 12.2. Withdraw the student and only permit re-enrolment for the following semester/year, whichever is the next academic semester, upon clearance of the outstanding debt and a minimum of 90% payment up front for the upcoming semester's fees including loss of online services including VLE access.
- 12.3. Restrictions on issuing letters certifying student status.
- 12.4. Withdrawal of scholarships and/or non-philanthropic bursaries.
- 12.5. Prevent the student from viewing their award decision, applying to graduate and withhold award certificate.
- 12.6. Restrict student access to online services.
- 12.7. Removal from accommodation.
- 12.8. Permanent removal from the programme.

- 12.9. Refer the student to a debt collection agency, and if necessary, take legal action to recover the debt. This could affect the student's credit rating.

13. REFUNDS

- 13.1. The University will only provide refunds where particular criteria are met by the applicant/student for the specific payment type outlined below.
- 13.2. The student will only be eligible for a refund based on the total amount the applicant/student has paid for that service in the relevant academic year.
- 13.3. Refunds if applicable, can only be credited back to the debit/credit card used for the original transaction and must be within 90 days of the transaction being paid. Outwith the 90 days payment will be credited back to the payer's bank account once they have supplied the account details.

14. REFUND CRITERIA PER PAYMENT TYPE

14.1. Advance Instalments for Tuition

Advanced instalments for tuition are not refundable if the student decides not to enrol with the University or are unable to enrol for reasons which the University deems to be reasonably within the student's sphere of control.

Advanced instalments for tuition will only be refunded in the following circumstances at the discretion of the University and only once verifiable evidence deemed sufficient by the University has been provided:

- 14.1.1 If the applicant requests a refund of their deposit within 14 days of the University receiving the applicant's payment.
- 14.1.2 If visa or ATAS clearance has been refused, except if that refusal is due to the applicant providing evidence of insufficient funds, or submitting a fraudulent application, or providing insufficient or incorrect documentation.
- 14.1.3 If the University feels, through means of a pre-CAS interview, that the applicant will not pass the compliance process as part of the applicant's visa application.
- 14.1.4 If the University is unable to provide the academic programme originally applied for, offered and accepted, and the applicant does not wish to enrol on an offered alternative.
- 14.1.5 If the applicant fails to meet the academic conditions set out in their offer letter.

14.1.6 If the applicant fails to achieve the required English Language standard set out in their offer letter, including failing to progress from the Pre-session English programme, and the University is satisfied of their attempt to do so.

If the applicant is deemed to have met one of the criteria set out in point 14.1.1 – 14.1.6 **and** has requested a refund up to two weeks after the start of the expected semester start date, or in the case of a post graduate research student, up to two weeks after their expected start date, they will be refunded 100% of their advanced instalment for tuition. Any applications received beyond the date highlighted above will not be considered.

14.2 Advance Instalments for Accommodation

Any advanced instalment for accommodation as standard is non-refundable.

If the applicant is deemed to have met one of the criteria set out in point 14.1.1 – 14.1.6, provided verifiable evidence **and** has requested a refund up to two weeks after the start of the expected semester start date, or in the case of a post graduate research student, up to two weeks after their expected start date, they will be refunded 100% of their advanced instalment for accommodation. Any applications received beyond the date highlighted above will not be considered.

14.3 Tuition Fees

If a student suspends their studies, or withdraws from their studies, tuition fees may be reduced or refunded.

A student may be eligible for a part refund dependent on the dates of a temporary suspension, or the left date for the permanent withdrawal as recorded on the student record.

The point in the academic year will outline how much of the total invoice will be reduced and how much of the invoice is left to pay or funds outstanding.

The detail surrounding refunds at different points in the academic year is in Appendix 7 – Refunding Tuition Fee Matrix.

14.4 Accommodation Fees

The student is responsible for the full debt as agreed in their accommodation contract.

Student temporary suspension of studies and student permanent withdrawals are the two main reasons where student accommodation fees would be considered for reduction and/or refund.

If permitted to exit early, a student is responsible for 28 days rent or the remainder of their contract, whichever is the lesser, plus a £75 administration, whether they leave immediately or stay for that period. If the student leaves within the 28 days they have no right of return.

14.5 Miscellaneous fees

These fees will not be refundable.

14.6 Sponsorship

Key sponsors to the University, such as SAAS and SF have specific guidance on what the University will be paid for a student and when, based on the point at which a student is registered in an academic year.

If the student is outwith any of these time frames, they will be responsible for the outstanding debt.

Any other sponsors will be refunded in the same manner as a student.

The detail surrounding refund at different points in the year is below in Appendix 7 – Refunding Tuition Fee Matrix by Funder Type.

15. EXCEPTIONAL CIRCUMSTANCES

Exceptional circumstances will be assessed individually by application with appropriate supporting evidence.

The University reserves the right to refuse a refund where insufficient evidence has been provided or the application is rejected.

Appendix 1 - Applicant/Student Transactions

Advanced Instalments for Tuition and Accommodation

Tuition

- As part of the application process, international students are requested to pay an advanced instalment fee as a condition of acceptance to the University as part of the applicant's offer letter.
- This payment represents the applicant's intention to hold a student place in the University.

Accommodation

- Accommodation can be applied for at certain points of the year by applicants with a conditional/unconditional offer or existing students.
- Applicants/Students are made an offer of accommodation from the University which will require an advanced instalment of four week's rent.

Registration – Tuition Fees

- Students will see their full tuition fee for the academic year less any scholarships, discounts or sponsorship during the Enrolment and Course Registration process (Major registrations occur in September and January each year).
- The University creates an invoice for the total fee for the academic year at the completion of course registration and credit notes for any scholarships, discounts and sponsorship.
- Any advanced instalment for tuition, scholarships, discounts or sponsorship already known will be offset against the total tuition fee.
- Invoices and credit notes for tuition fees and any scholarships, discounts or sponsorship will be emailed to the student's individual Heriot-Watt University email address.
- If the student is missing any scholarship/discount, then the student should speak to their Student Service Centre ensuring they bring a copy of their HW scholarship confirmation.
- If the student has sponsorship from a company, then appropriate evidence should be emailed to the Finance team at sponsors@hw.ac.uk.

More Information regarding Student Fees and Funding: [Fees/Funding](#)

Accommodation Fees

- Students will have completed their offer and contract requirements through our university accommodation system.
- Once the student has checked in to accommodation, an invoice for the length of the contract of accommodation will be created. Usually this will be for one, two or three semesters.
- Any advanced instalment for accommodation already paid will be offset against the total accommodation fee.
- Invoices and credit notes for accommodation fees will be emailed to the student's individual Heriot-Watt University email.

More Information regarding Accommodation: [Accommodation at Edinburgh Campus | Heriot-Watt \(hw.ac.uk\)](#)

Other Fees

- A student can incur other charges while at the University. Examples of these include bedding packs, materials charges etc.
- Invoices for these transactions will be raised as they are incurred and will contain a payment due date.
- Invoices and credit notes for other fees will be emailed to the student's individual Heriot-Watt University email.

Appendix 2 - Payment Terms

Tuition

- The full year's tuition fee will be due two weeks after the **first day of semester for undergraduate and postgraduate taught students, while post graduate research students are due 30 days from invoice.**
- Tuition Fees payments are also offered for payment instalments by recurring card on the 15th of each month between October and January dependent on the student enrolment. Appendix 3 - Payment Instalment/Plan Options provides more details.

Accommodation

The length of contract will determine the payment terms.

- The 40 Week Contracts have two payments across semesters 1 and Semester 2 due 45% and 55% of the total two weeks after the **first day of each semester.**
- The 50 week contracts have three payments across semesters 1, 2 and 3 due 34%, 44% and 22% of the total two weeks after the **first day of each semester.**
- The single semester contracts will be due two weeks after the **first day of each semester.**

The academic calendar can be found here for up-to-date semester dates: [Academic calendar - Heriot-Watt University \(hw.ac.uk\)](https://www.hw.ac.uk/academic-calendar)

Appendix 3 - Payment Instalment/Plan Options

The University offers instalment plans through the online payment system once an invoice has been emailed to the student.

Tuition

- Tuition fee payments for on campus students enrolled for the whole academic year are offered four equal instalments by recurring card on the 15th of each month in October, November, December and January.
- Tuition fee payments for on campus students enrolled for half the academic year i.e. a January intake are offered two equal instalments by recurring card on the 15th of each month in February and March.

Accommodation

- Accommodation fee instalment plans are available to those enrolled for 22-, 32-, 40- and 50-week contracts.
- 22-week contracts are offered for payment over four equal instalments by recurring card on the 15th of each month from February – May.
- 32-week contracts are offered for payment over six equal instalments by recurring card on the 15th of each month from February – July.
- 40-week contracts are offered for payment over eight equal instalments by recurring card on the 15th of each month from October – May.
- 50-week contracts are offered for payment over ten equal instalments by recurring card on the 15th of each month from October – July.

Appendix 4 - Payment Methods

The University encourages the use of the online payment system as highlighted below for the most efficient and up to date allocation of funds.

Online Payments System

- The University has an online payment system that will show outstanding invoices and accepts payments via debit and credit cards, which include Visa, Mastercard and American Express for immediate payment and the creation of payment plans by debit or credit card.

Students and applicants can access the online payment systems using personal details specific to them provided by the University.

Students can then provide access to their parents/third party payer through their access to make payments on their behalf. Further information is available at:

[Online Payment Information](#)

The online payment system itself is available at:

[Online Payment Service](#)

Bank Transfers

- The University also accepts bank transfers through our payment partner Convera for immediate payments at: [Convera - Bank Transfer](#)
- Alternatively, the University bank account details are available on request

Physical Card Terminals

- The University also have card payment terminals for in person payments in the Student Service Centre for each campus.

Appendix 5 - Communication

Invoices and Statements

- Every student on campus at the University will be emailed invoices, statements, and overdue letters to their individual Heriot-Watt University email address.
- Students will be emailed invoices and credit notes as they are created in our finance system.
- Statements reflecting outstanding transactions will be sent out monthly.

Overdue Letters

If a student's transactions fall overdue then reminder letters will be emailed to the student.

- The first reminder letter will be emailed when a transaction is seven days overdue requesting payment.
- The second reminder letter will be emailed when the transaction is twenty-one days overdue.
- The third reminder letter will be emailed when the transaction is thirty-five days overdue, advising the outstanding debt will be passed for legal action with associated sanctions outlined above in section 18.

Other Methods of Communication

- The University may also actively contact the student in person, through phone calls, Whatsapp, text or via individual email to discuss outstanding debt.
- *If a voice/video call is required, British Sign Language (BSL) users can contact the University via the online BSL Video Relay Interpreting Service: <https://contactscotland-bsl.org/>*

Appendix 6 - Sanctions

As described in Section 12, the University has sanctions for non payment of debt. The type of sanction imposed will depend upon the type of debt owed. For the avoidance of any doubt those sanctions points 1 - 4 below may only be imposed in the face of non-payment of tuition or tuition related charges.

Practical application of these sanctions can be seen in the table below and include:

- No re-enrolment for the following semester/year, whichever is the next academic semester, upon clearance of the outstanding debt and a minimum of 90% payment upfront for the upcoming semester's fees including loss of online services including VLE access*.
- Restrictions on issuing letters certifying student status.
- Withdrawal of scholarships and/or non-philanthropic bursaries.
- Prevent the student from viewing their award decision, applying to graduate and withhold award certificate.
- Removal from Accommodation.
- Starting legal proceedings for recovery of debt, where the University will apply for its legal costs to be paid by the student – if the court decides in favour of the University then this can negatively impact the student's credit rating, which may limit their ability to take out loans or mortgages at a future date.

Note all sanctions other than programme withdrawal are reversible on payment of the full amount outstanding.

* Example: A student has registered in September on the Edinburgh campus, received their invoice for the full year's fee and have not made arrangements for payments in full as per the University's guidelines whether this is a one off payment or via recurring card payment (refer to Appendix 3 & 4). **After the December exam period, sanctions will be applied to stop them advancing into semester 2.**

Overdue Letter and Sanction Application

Charge Type	Overdue Letters	Letter Sent at Days Overdue	Sanctions/Penalties
Tuition/Tuition Related Charges	Letter 1	7 Days	- Student unable to register in the next academic year. - Student unable to graduate
	Letter 2	21 Days	- All sanctions as at 7 days past due
	Letter 3	35 Days	- All sanctions as at 7 days past due - Withdrawal of scholarships and non-philanthropic bursaries
		End of Academic Semester/Year	- All sanctions at 7 and 35 days past due as above - Loss of online services including VLE access*. - Student withdrawn from programme - Outstanding debt referred for legal action - Student unable to view award decision, apply to graduate and award certificate withheld.
Accommodation	Letter 1	7 Days	- No sanction/penalty
	Letter 2	21 Days	- No sanction/penalty
	Letter 3	35 Days	- Process to begin removal from accommodation
		Post 35 Days	- Outstanding debt referred for legal action
Other Charges	Letter 1	7 Days	- No sanction/penalty
	Letter 2	21 Days	- No sanction/penalty
	Letter 3	35 Days	- Removal of access to the service where applicable
		Post 35 Days	- Outstanding debt referred for legal action

*VLE access relates to the virtual learning environment and how students access online learning resources and is also known as Canvas.

Appendix 7 – Refunding Tuition Fee Matrix

Level	Scenario	Outcome
Undergraduate	Student suspends/withdraws as per the policy within 5 weeks of the semester start date in the academic year	Full credit of Academic Year's fee less tuition advanced instalment
	Student suspends/withdraws after 5 weeks of the semester start date in the academic year: - September Intake – Student enrolled on two semesters prior to beginning their second semester - January Intake – Student enrolled on one semester	Credit of Semester 2 No Credit
	Student is enrolled/registered both semesters in the academic year	No Credit
Postgraduate Taught	Student suspends/withdraws as per the policy within 5 weeks of the semester start date in the academic year	Full credit of Academic Year's fee less tuition advanced instalment
	Student suspends/withdraws after 5 weeks of the semester start date in the academic year: - September Intake – Student enrolled on two semesters prior to beginning their second semester - January Intake – Student enrolled on one semester	Credit of Semester 2 No Credit
	Student is enrolled/registered both semesters in the academic year	No Credit
Postgraduate Research	Student suspends/withdraws as per the policy within 1 month of their start date in the academic year or the start of the academic year for continuing students.	Full credit of Academic Year's fee less tuition advanced instalment
	Student suspends/withdraws beyond 1 month of their start date in the academic year or the start of the academic year for continuing students within the single semester	Dependent on the period enrolled.
	Student is enrolled/registered both semesters in the academic year	No Credit

* Note any programme/course shorter than a semester is not refundable