



KMS 708

Student Debt Policy

Alternative Formats:

If you require this document in an alternative format, please use the following contact information: enquiries@kmc.ac.uk



Created by:	Executive Assistant to the Deputy Principal	Next Review Date:	September 2025
Approved by:	Senior Management Team	Responsibility for Review:	Chief Finance Officer
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1 Introduction

- 1.1 This policy provides details on the circumstances which may lead the student (you) to incurring debt with Kingston Maurward College / University Centre Kingston Maurward (us).
- 1.2 The policy outlines the principles and actions taken by Kingston Maurward College / University Centre Kingston Maurward (us) in response to any outstanding fees and/or other charges and/or costs our current or former students have in connection with their study.
- 1.3 Students studying on Further Education Study Programmes may, dependent on eligibility criteria, incur tuition fees and other costs associated during their student lifecycle.
- 1.4 Students studying on Higher Education programmes will incur annual tuition fees and other costs with us during their student lifecycle.
- 1.5 We have a financial responsibility to ensure we receive all monies owed for tuition fees, and other expenses from students who have received teaching and learning on our programmes.
- 1.6 This policy should be read in conjunction with the Terms & Conditions you agreed to when enrolling with us.

2 Scope

This policy applies to:

- 2.1 Students on Further Education Study Programmes at Kingston Maurward College.
- 2.2 Students on full-cost, short-term provision courses (i.e. Simply Flowers, RHS courses, KMCActive etc.)
- 2.3 Students on Higher Education programmes at University Centre Kingston Maurward (UCKM).
- 2.4 Any students who are required to pay fees to UCKM or Kingston Maurward College (KMC) directly from personal finance or incur other significant costs as part of their programme of study.

- 2.5 Where this policy refers to a student, if that student is under the age of 18, then any debt agreement will require the signature of the parent or the legal guardian of that student. Similarly, any correspondence or action regarding the administration of the debt, as outlined in this policy, will be with that parent or legal guardian.
- 2.6 Former students at University Centre Kingston Maurward (UCKM) or Kingston Maurward College (KMC) who owe outstanding debts to us.

3 Principles

3.1 Circumstances in which you may incur a debt with UCKM/KMC

3.1.1 Student debt can be categorised as:

- Tuition fee debt
- Non-tuition fee debt

3.1.2 Sanctions and debt recovery methods will be fair and proportionate to the type and amount of debt owed, as outlined in sections 5 and 6 of this Policy below, and in the Terms & Conditions you agreed to upon your enrolment.

3.1.3 Below are examples of how you may incur a debt with us. This list is not exhaustive:

Tuition Fee Debt:

- a) You have not paid your tuition fees whilst undertaking study with us.
- b) The payment method we have accepted to complete your enrolment is cancelled or withdrawn. For example, this may be that your loan from Student Finance England is not approved or withdrawn, or a credit / debit card payment is not honoured by your bank.

Non-tuition Fee Debt:

- c) You have taken unsuccessful court action and are liable to pay UCKM / KMC costs and / or compensation and fail to do so within the given timeframe.
- d) You fail to return equipment provided by us within the given timeframe.
- e) You fail to pay fines owed to us (e.g., library fines) within the given timeframe.

- f) You fail to pay for costs related to your course (e.g., offsite visits, trips).
- g) As a result of disciplinary action, you are ordered to pay costs or compensation in order to recover money paid or loaned by UCKM / KMC or a third party to you.
- h) To cover all or part of the cost of damage to or replacement of property.

Your responsibilities:

- 3.2 As outlined in your Terms & Conditions, you are responsible for ensuring you can cover the costs of studying prior to enrolment on your programme.
- 3.3 Programme fees and additional costs are detailed on the programme information pages on our website.
- 3.4 You should allow suitable time to apply for and confirm eligibility for a student loan to cover tuition fees prior to the start date of your chosen programme. Maintenance loans may also be available to help cover other costs. Further information regarding available funding options can be accessed through the Student Administration Team via email fulltimecourses@mkc.ac.uk or by telephoning 01305 215000.

For more information about student loans and maintenance loans, please refer to [Student finance for undergraduates: Overview](#)

- 3.5 As per the Terms & Conditions, you are liable to pay tuition fees once you have started your programme. You will be required to self-fund these from personal finance if you are unable to secure a student loan (see 'Payment Plans' below).
- 3.6 As per the Terms & Conditions, you are required to ensure that your contact details are up to date at all times to ensure you receive any communications from us.

4 Managing Debt

- 4.1 We will aim to support you with meeting the demands of tuition fees and other costs. Further information is available in the [Hardship / Bursary Funds](#) section of this Policy below.

Payment Plans:

- 4.2 By agreement from the Finance Director, self-funding students not in receipt of a student loan can pay by instalments to ensure all fees for an academic year are met.
- 4.3 Information on self-funding payment plans can be found in the [Fees Policy](#) on our website.
- 4.4 You can request a self-funding payment plan by contacting fulltimecourses@kmc.ac.uk
- 4.5 Self-funding payment plans are bespoke depending on your needs and are agreed on a case-by-case basis through the application process. Payment plans are not means tested and do not incur an interest charge.
- 4.6 If you are dissatisfied with how your payment plan application has been processed, please refer to the [Complaints Policy and Procedure](#)
- 4.7 Acceptable methods of payment will be confirmed with you as part of the payment plan process.
- 4.8 Each payment plan will only run for the relevant academic year. If a payment plan is required for any subsequent year, then a new application for a plan to be put in place will be necessary. You will need to contact us to determine if your circumstances have changed before the start of the next academic year. This is to ensure whether the payment plan is still the best option for you or if adjustments need to be made.
- 4.9 The consequences for late payment of instalments are outlined in Section 5 below.

Payment Plans – Transport Costs:

- 4.10 Where you intend to use the College arranged transport services, then you should arrange to contact the Student Administration Transport Team via email transport@kmc.ac.uk or by telephone 01305 215000 as early as possible in order to discuss reserving a place on the transport as well as methods of payment.

- 4.11 A payment plan option is available for students who have successfully reserved a place on the transport. The payment plan is operated and managed by a third-party provider.
- 4.12 Information regarding this payment plan option is available on the College's website [Kingston Maurward College - Getting to and from college](#) or by contacting the Student Administration Transport Team via email transport@kmc.ac.uk or by telephone 01305 215000.
- 4.13 If a student is dissatisfied with how the payment plan operates, they can refer to the [College's Complaints Policy and Procedures](#)
- 4.14 Acceptable methods of payment will be confirmed with the student as part of the payment plan process.
- 4.15 Each payment plan will only run for the relevant academic year. If a payment plan is required for any subsequent year, then a new application will be necessary.
- 4.16 Payment dates are agreed with the student as part of the payment plan set up. These dates will be confirmed via email.

Payment Dates:

- 4.17 After a self-funding payment plan has been agreed with you, you will be sent a payment schedule by email which will confirm the agreed payment dates.
- 4.18 If you are not able to meet the expected payment dates, then you should make contact with the Student Administration team in the first instance to discuss possible support options.
- 4.19 If you do not make the expected payment dates, the Finance Team, or third-party provider, will send you reminders by email and telephone.
- Statements will be issued to you at the end of each month.
- 4.20 Your case may also be referred to your Head of Department who will discuss potential support options with you. This may include, but is not limited to, a referral to Student Welfare to look into any financial support, advice and guidance that maybe appropriate.

- 4.21 All accounts that are 60 days old will be the subject of further written reminders and regular follow-up telephone calls thereafter.
- 4.22 A record will be kept of all such contacts with, or attempts, to contact you.
- 4.23 You will be reminded of the potential consequences of continued non-payment of outstanding fees as part of these discussions and communications, as outlined in sections 5 and 6 below.

Hardship / Bursary Funds:

- 4.24 We have access to a range of bursary or hardship funds that can support students with immediate need to cover some costs. This would not normally be for Fees, but other costs such as offsite visits or transport costs.
- 4.25 You can find out more information or apply for a bursary / hardship fund on our [Financial Support](#) webpage.

5 Recovery of Debt

- 5.1 If you have been identified as having a debt with UCKM / KMC, we will notify you in writing of the amount of debt and how you may pay that debt.
- 5.2 You will be given a reasonable opportunity to pay any outstanding fees and / or charges and / or costs.
- 5.3 Should your outstanding fees and / or charges and / or costs continue to remain outstanding for 14 days, you will be sent a further notification of the amount of this debt and how you may pay this debt.
- 5.4 If, after the above steps have been taken and we have been unsuccessful in recovering fees and / or charges and / or costs from you, we will take further action to recover these fees and / or charges and / or costs. This action may impact on your credit rating and financial status.
- 5.5 We may take legal action to recover debt and potentially use debt recovery agents. If a debt recovery agent is used, you may incur additional costs.

6 Other Sanctions for Student Debt

- 6.1 We may take other actions in response to student debt in specific conditions.

Sanctions for Non-Payment of Tuition fees:

- 6.2 If you fail to pay tuition fees when they are due, or to make payments under an agreed repayment plan, we may apply any or all of these sanctions and requirements:
- Require you to provide information about intended payment arrangements or attend a meeting to discuss payment of your outstanding fees;
 - Remove your access to UCKM systems or services, such as IT systems or library services;
 - Not allow you to re-enrol for the next academic year;
 - Not pay bursaries or scholarships unless an acceptable payment plan is in place;
 - Suspend or withdraw you from your programme as detailed in the Terms and Conditions you agreed to upon enrolment.
- 6.3 Withdrawal from your programme is the final sanction we will apply if other steps within our Student Debt Policy do not lead to us recovering the debt or reaching agreement with you.
- 6.4 Suspension means that you are not able to continue your studies at UCKM until the relevant fees and / or charges have been paid in full.
- 6.5 If you have a student visa, withdrawal must be notified to the UK Visa and Immigration Service and will usually result in withdrawal of your student visa.

Sanctions for Non-Payment of Other Charges/Costs (non-tuition fee debt):

- 6.6 KMC / UCKM will invoice you for the replacement cost of any item that is lost, damaged or more than three weeks overdue from the agreed date of return. This includes but is not limited to equipment or library loans.
- 6.7 As well as taking steps to recover the payment of a debt, where relevant, KMC / UCKM may prevent you from borrowing further items or using College provided facilities which relate to the debt.
- 6.8 If you fail to pay for any other fees or charges due, or make agreed payments under an agreed payment plan, the College may refer the debt to

its external solicitors and / or debt collection agents who will take steps to recover the debt.

- 6.9 It is important to be aware that these actions may impact on your financial status and you may incur additional charges.

Sanctions for Non-Payment of Transport Costs:

- 6.9 If you fail to pay your transport fees when they are due, or to make payments under an agreed repayment plan, the College may apply any or all of these sanctions and requirements:

- Require you to provide information about intended payment arrangements or attend a meeting to discuss payment of your outstanding cost;
- Refuse a payment plan in future years, requiring the student to pay in full and in advance;
- Bar you from using the College provided transport facilities, meaning that you would have to make your own arrangements for travelling to and from the campus.

7 Complaints

- 7.1 If you do not agree with any debt or fees owed, you should contact the admissions team in the first instance fulltimecourses@kmc.ac.uk
- 7.2 If the dispute is not resolved, you can complain under the [Complaints Policy and Procedure](#)
- 7.3 We will not apply sanctions or take actions to recover the debt while we deal with your complaint.

8 Data Protection

- 8.1 We will store your data in line with our [Data Protection Policy and Procedure and Student Privacy Statement](#)
- 8.2 We will retain your data in line with our [Data Retention Policy and Procedure](#)
- 8.3 Data will only be shared with relevant staff, or third parties directly involved with the operationalisation of this policy or the collection of debt.

9 Related Documents

[Complaints Policy and Procedure](#)

[Fees Policy](#)

[Financial Procedures](#)

[Financial Regulations](#)

[HE Interruption of Studies, Withdrawal and Non-Completion Policy](#)

[HE Student Agreement, Terms and Conditions 2024 /2025](#)

10 Document Management, Approvals & Review:

Version Control			
Author:	Executive Assistant to the Deputy Principal	Approved by:	Chief Finance Officer
Date Approved:	July 2024	Next Review Date:	July 2025
Responsible for review:	Chief Finance Officer	Version Number:	V1 July 2024
Equality Impact Assessment:	Y		
Version Amendments			
Date of Amendment:	February 2024	Amendments:	Full review and revisions to the Student Debt Policy for 2023-2024 Academic Year, to incorporate Competition and Markets Authority guidance for Higher Education institutions, Open University approval and an accessibility review.
Date of Amendment:	Amendments:		

Equality Analysis

Name of Policy: KMS 708 Student Debt Policy

Person Responsible: Chief Finance Officer

Date of Analysis: July 2024

1: Identify aims of the activity

What is the purpose of the policy and who is intended to benefit?

The purpose of the policy is to outline students / next of kin (for students aged under 18) responsibility for debts incurred with the College / UCKM; it also outlines the steps that will be taken to recover debts.

2: Assess likely impact

How might this policy have an impact on staff, visitors or learners in terms of disability, age, race, gender, religious belief, trans-identity, sexuality?

Positive Impact No Impact Negative Impact

If you have identified **negative** impacts, you need to revise your activity to ensure that you are not disadvantaging any group on the grounds of disability, age, race, gender, religious belief, trans-identity, sexuality.

If you have identified **positive** impacts or **no impact**, please explain your decision

3: Checklist

1. Which of the following groups have you consulted?

Staff Students KMC Committee Other stakeholders
(please specify below)

Finance & Resources Committee
Open University

2. How frequently will you monitor the impacts of this activity?

½ termly termly annually other (please specify below)