

# **Credit Control & Debt Management Policy**

The Institute of Contemporary

Version number	Date discussed (including committee)	Reason for production/revision	Author	Proposed next review date
V1.0	ExCo1 2023-24	creation of document	Financial Controller	Annually

#### Related policies

• Terms & Conditions: <u>Accredited Courses</u>

Terms & Conditions: <u>Industry Courses</u>

Terms & Conditions: <u>non-accredited courses</u>

ICMP Student Refund Policy

• Withdrawal & Intermittence Policy

### **External Reference**

CMA – advice on consumer protection law

ICMP has taken reasonable care to ensure that CMA guidance is understood and demonstrated in the contract between ICMP and the student.

#### Version numbers convention:

Creation of document	V1.0
Review of document is a new version	
Document amended outside of scheduled review is a new iteration of the same version	

#### 1. Policy Statement

1.1. The declaration of the plans and intentions of ICMP.

#### 2. Purpose

**2.1.** The purpose of this policy is to set out guidance and clarity on student debt and course fee liability along with the appropriate debt management process that we will follow to ensure the proper and effective management of the business asset.

#### 3. Scope

- **3.1.** This policy encompasses every touchpoint within the debt-management process: from collection of fee-related information, tracking said information, collection of fees owed, and withdrawals and their impact on debt. It also covers payment methods, payment terms and sanctions applicable for non-payment of fees.
- **3.2.** The policy applies to all students including full and part-time, undergraduate, postgraduate, home and overseas students and is set out to ensure that all students are treated in a fair and equitable manner.
- **3.3.** For the purpose of this policy, 'Students' are defined as persons registered or enrolled to undertake a program of study at ICMP.
- **3.4.** In applying this policy, ICMP will always seek to be sympathetic towards individual students' financial circumstances. However, in order to do so, students are encouraged to engage in dialogue with ICMP if they are experiencing difficulties.

#### 4. Income

- **4.1.** The focus of this debt collection policy is specifically around the management and collection of Tuition Fees. Adherence to policy is vital to help prevent unauthorized risks being taken with the organizations resources and to effectively maximize cash flows and minimizes the risk of bad debt. It is therefore important that relevant staff are aware of and capable of managing any associated risks.
- **4.2.** It is the responsibility of ICMP to ensure data processed is accurate and that all relevant information captured at outset include intended fee financing options.

#### 5. Roles & Responsibilities

**5.1** Successful implementation of this process is heavily reliant on strong collaboration between the Data, Admissions, Academic Support, IT and Finance Teams and prompt notifications circulated in a timely manner.

#### 6. Payment Methods

- **6.1. Direct Payment** The following payment methods are available:
- i) Credit card/Debit card
- ii) Bank Transfer (bank details provided on ICMP website)
- iii) Direct Debit (Direct Debit Mandate provided at enrolment) only available to students on a payment plan.

#### 6.2. UK Student Loan Agencies And European Equivalents

The following are the expected key milestones for receipts from the UK Student Loan Company for Undergraduate (UG)

The Student Loan Company payments are remitted differently depending on whether they relate to undergraduate course provisions or postgraduate ones.

- **6.2.1** Undergraduate course payments are paid under the below split directly to ICMP.
  - i) Milestone 1 Oct : 25% of Approved Student fees
  - ii) Milestone 2 Feb : 25% of Approved Student fees
  - iii) Milestone 3 May: 50% Balance of Approved Student fees
- **6.2.2** Post Graduate course payments are paid directly to the student by the SLC in 3 equal instalments. Responsibility for fee payment to ICMP rests with the student. ICMP manages this by requiring Direct Debit mandates set up to align with the expected SLC payment dates.
- 6.2.3 Student loan provided by other funding agencies including European equivalents are facilitated in accordance with their respective publicised terms and conditions and timescales.

#### 7. Variation of Standard Terms and Conditions

ICMP is under no obligation to extend payment terms beyond its standard terms and conditions. However, ICMP recognizes that major events can occur, which:

- i) are beyond foresight and control,
- ii) and create an ongoing disruption to a student's flow of funds, and
- iii) limit or constrain the student's ability to pay fees when they fall due.

In these exceptional circumstances, and at its own discretion, ICMP may extend payment terms beyond its standard terms and conditions.

In determining a request to extend payment terms ICMP may require the student to provide documentation to support the request.

#### 8. Payment Terms and Conditions

**8.1 Accredited Programmes** - In accordance with our terms and conditions, Undergraduate and Postgraduate students are required to pay the full course fees 30 days prior to the start of Course or present a confirmation of their Student Loan.

International students, subject to immigration control, are required to make a minimum of half of their tuition fees before a CAS can be issued. Refer to Table 1 below for a summary of these terms.

Full Terms and conditions can be found in hyperlink in the 'related policies' section on page 1 of this policy.

Table 1 - Standard Payment Terms - Accredited Programs.

		Payment	
Fee type	Payee	Method	Payment Terms
Undergraduate Fees	Student	BACS/Chaps	Full payment 30 Days prior to course commencement
Undergraduate Fees	Sponsor	BACS/Chaps	Full payment 30 Days prior to course commencement
Undergraduate Fees	SLC	BACS	25% Oct; 25% Feb; 50% May
Undergraduate Fees	Other Funding Agencies	Chaps	In accordance with the Agency's payment schedule
Undergraduate International Fees	Student/Sponsor	Chaps	Full fees payable before the issuance of CAS unless exceptional circumstances apply
Postgraduate Fees	Student	BACS/Chaps	Full payment 30 Days prior to course commencement
Postgraduate Fees	Sponsor	BACS/Chaps	Full payment 30 Days prior to course commencement
Postgraduate Fees	SLC	Direct Debit Only	3 Instalment : Payment plan in alignment with SLC direct remittance to student
Post graduate International fees	Student/Sponsor	Chaps	Full fees payable before the issuance of CAS
Undergraduate & Postgraduate Fees	Other Funding Agencies	Chaps	In accordance with the Agency's payment schedule

Any alterations to standard payment terms and conditions such as a payment plan is subject to agreement with the ICMP finance department and will only be facilitated through Direct Debit payments.

Table 2 - Discretionary payment variations, only available on agreement with the Finance team.

Fee type	Payee	Payment Method	Payment Terms
Undergraduate Fees	Student or Sponsor	Direct Debit Only	Option 1: Two Instalments
			i)Non-deferred element of the fees payable 30 days prior to course commencement

		ii)Deferred element of course fees payable Mid November (see Appendix A for illustration)
		Option 2: 3 Instalments
		i) Non-deferred element of the fees payable 30 days prior to course start commencement ii) Deferred element of
		course fees payable mid- February (see Appendix A for illustration)
Student or Sponsor	Chaps/BACS	To be agreed by ICMP Management.
Student or Sponsor	Direct Debit Only	Option 1: Two Instalments
		i) Non-deferred element of fees payable 30 days prior to course commencement
		ii) Deferred element of course fees payable Mid November (see Appendix A for illustration)
		Option 2: 3 Instalments
		i) Non-deferred element of fees payable 30 days prior to course start commencement
		ii) Deferred element of course fees payable Mid November
		iii) Deferred element of course fees payable mid- February(see Appendix A for illustration)

**8.2 Non-Accredited Programmes –** These are covered by Terms & Conditions which are separate to those applicable to Accredited Programmes. Full details of Non-Accredited terms and conditions can be obtained by clicking on the applicable hyperlink on page 1 of this policy.

#### 9. Tuition Fees Liability

- **9.1** Students should be aware prior to enrolment, of their personal liability for payment of Tuition Fees relating to the course(s) they register for. In accepting the offer letter, the student accepts a contractual liability to pay the tuition fee for the duration of the course.
- **9.2** If a student is sponsored and the sponsor does not pay the debt due, the student is ultimately liable for this debt.
- **9.3** If a student is eligible for Tuition Fee Loan, they are encouraged to apply as soon as an offer letter has been extended to them to make sure their finance is ready before the start of their course as per the contractual terms.
- **9.4** If a student is funded by the Student Loans Company (SLC), and the SLC claws back this funding, the student is liable for the contracted debt to date.
- **9.5** ICMP will make every effort to remind students of fee liabilities however these are reminders only and it is expressly the student's responsibility to pay their course fees.

#### 9.6 Cooling Off Period:

ICMP offers a 14-day (10 working days) "cooling off" period to all new students in the first year of their full time or part time accredited programme, during which a student has the legal right to cancel their contractual agreement with ICMP and received a full refund. Cooling off period excludes the induction week and starts from day 1 of the teaching week. Contractual liability is activated on day 15 after the start of teaching week.

Students who start a course late, after the standard cooling off period has expired, will be offered a 1 week period during which they can change their minds, after which point any cancellation will attract a tuition fee charge in accordance with our standard fixed liability timescales outlined in table 4 below.

We will refund any fees paid to us by the student or any financial sponsor within 14 days of cancelling once the student's decision to cancel their contract has been communicated to ICMP through the proper channels. Refer to terms and conditions for further details.

Students can cancel their contract after the cooling off period but should be aware any refund will be calculated based on the standard liability census point within which their cancellation notice falls.

Further details on our refund policy can be found in the 'Related policy' section on page 1 of this policy.

Table 3 - Undergraduate & Postgraduate Liability Census Points

Timeline	Liability
Up to 14 days after the start of the ICMP teaching week is regarded as a "cooling off" period.	Nil liability of annual Tuition Fee
Post cooling off period but before the start of week 6 of student's first semester	25% liability of annual Tuition Fee
Week 6 to last day of Semester A	50% liability of annual Tuition Fee
Thereafter	100% liability of annual Tuition Fee

9.6.2 Non Accredited Programmes – For Non Accredited Programmes, the 14-day cooling off period is defined as starting from the day ICMP issues an email to a student confirming completion of registration. A student can withdraw and receive a full refund for any fees paid during this 14 day period provided the programme has not started. If cancellation occurs within the 14 days but the program has already started, the student is contractually required to pay for the part of the programme that has been provided until the time of cancellation of agreement.

# Student Liability for Non-Accredited Programmes are summarized in table 4 below

Table 4 - Non-Accredited Programmes Liability

Course Type	Timeline	Liability
Non-Accredited Evening Courses (Part time)	a) If cancellation is up to 14 days after confirmation of completion of registration before program starts.	0% liability of Tuition Fee
	b) If cancellation occurs within 14 days but after programme has started	Liable to pay the proportion of the programme that has been provided until the time of cancellation
Non-Accredited Evening courses (Part time)	Thereafter	100% liability of Tuition Fee
Summer schools and similar Non-Accredited courses	From day 1	100% liability of Tuition Fee

#### 10. Continuing Students

- **10.1** Continuing students who are SLC funded are required to roll-forward their loan application for the New Year with enough time allowance to ensure confirmation of loan is received before program start. Early application roll-forward also ensures students receive maintenance loan on time for the new academic year.
- **10.2** Whilst the responsibility for loan roll-over rests with the student, ICMP will provide support by sending communications reminding students to take the necessary action. These reminders will be sent in accordance with the Communications procedure.

#### 11. Communications Prior to Program start

11.1 ICMP will endeavor to send regular reminder prompts before the commencement of the academic year encouraging students to take the necessary actions to ensure any tuition fee funding facility is set up and confirmed on time for the start of their programme.

#### 12. Debt Management

**12.1** If any student falls into arrears with their fees, these are the steps taken to recover the debt.

ICMP will endeavour to assess all debt cases individually and will take into account our knowledge of the individual student's financial and personal circumstances before deciding upon a course of action.

Agreement of individual payment plan is at ICMP's discretion. Students in debt are not automatically entitled to payment plans once they are in arrears. ICMP may actively make arrangements for payment plans but are not required to do so in every case.

12.1.1 A 4-phase communications plan will be executed in an effort to recover debt owed. This will start with the first reminder email issued at the end of week 3 of semester A.

Three Subsequent emails will be issued at regular intervals, each communicating the need to clear their debt and providing early warning of any action that may be taken, should debt remain uncleared.

They will also include information on how to pay, invitations to contact finance team to discuss appropriate solutions and information on the sanctions that may be imposed as a consequence of debt and ultimately culminate in the initiating of withdrawal process

If any fees or charges remain unpaid at the time when a student completes their study, the award will not be conferred and certificate in respect of the award will not be issued until the debt has been paid in full.

Any student with outstanding tuition-related charges will not normally be allowed to progress to the next year of their program and may be required to withdraw from the ICMP.

#### 13. Withdrawals

Students with debt may be required to withdraw from their studies at ICMP. The finance team will assess each debt individually and refer those for withdrawal to the appropriate department at their discretion considering student's specific circumstance such as:

- Amount outstanding
- The extent to which attempts have been made to arrange and/or adhere to agreed payment plans
- Previous payment record
- Any circumstances beyond student's reasonable control

Where withdrawal from a program is initiated by a student, the date of withdrawal will be the date from which the student formally advises ICMP in writing that they are no longer attending their course of study. This date MUST be confirmed and approved in writing by the relevant department to the Finance Dept.

Any withdrawals must satisfy any requirements for time limits set out in the ICMP withdrawals & Intermittence Policy referred to on page 1 of this policy.

Students who decide to withdraw by the end of Semester A, should have submitted a withdrawal notification by before 5pm, 10th of December.

Liability will be calculated according to the timelines outlined in Table 4 above.

It is the responsibility of the Student Support team/Academics team to inform finance of any change in circumstance of a student as soon as it happens.

Further details are provided under the withdrawals section of the ICMP Terms & Conditions of enrolment referenced on page 1 of this policy

#### 14. Sanctions

These are the sanctions to be applied in the event of student non-payment by due dates and will be utilized in conjunction with the reminder emails at the appropriate stages

- 14.1 Suspend or exclude your from your programme
- 14.2 Withhold your academic award
- 14.3 Withhold any documentation required for extension of visa
- 14.4 Take legal action against you to recover fees payable to us, plus our reasonable expenses for the cost of taken such action
- 14.5 Terminate our agreement immediately on written notice
- 14.6 Disallowance of Graduation Ceremony attendance
- 14.7 Disallowance of re-enrolment for the following year of their programme

# **Review of Policy**

This policy will be reviewed annually by Finance Director.

## APPENDIX A

PAYMENT PLAN OPTIONS ILLUSTRATIONS	
OPTION 1 : 2 Payments	
Maximum deferred amount is £3,000	
Example	
BA Song writing Course costing £9,250, deferring	
£3,000	
Payment Schedule as follows:	
Payable on 30 days prior to commencement of	£6,250
Course:	20,230
Payable by 15th November :	£3,000

OPTION 1 : 3 Payments	
Maximum deferred amount is £4,000	
Example	
BA Song writing Course costing £9,250, deferring £4,000	
Payment Schedule as follows:	
Payable on 30 days prior to commencement of Course:	£5,250
Payable by 15th November :	£2,000
Payable by 15th February	£2,000