

Online learning - Fee payment conditions: 2017 - 2018

This document sets out the conditions applicable to the payment of all Course/Module related Fees by or on behalf of Students in respect of the online-learning courses listed below:

- MSc Construction Project Management
- MBA
- MBA (Data Analytics)
- MBA (Fashion Management)
- MA International Relations

Most Fee levels (including Tuition Fees) are reviewed and revised by the University on an annual basis. Details of Fee levels for each cohort are published on the relevant pages of the University's website and notified to students through the relevant communication channels.

1. Definitions

In these Fee Payment Conditions the following words and phrases have the meanings indicated:

"Academic Year" means a period between 1 August to 31 July in the next year.

"Cohort" means a group of students starting and working together through the same academic curriculum

"Course" means the course of study or programme of research on which the Student enrolls at the University.

"Module" means the online course of study on which the Student enrolls at the University.

"Terms and Conditions" means the Terms and Conditions applicable to online Students studying the above courses. The Student contractual relationship with the University is bound by the University's Terms and Conditions, which incorporate these Fee Payment Conditions.

"Fee(s)" means the amount payable by the Student to the University (which shall include all or one of the following: Tuition Fees, Repeat Fee and/or Resit Fee).

"Student(s)" means those students enrolled on the online learning Courses listed above or Modules of those Courses.

"Tuition Fee" means the Fee payable by the Student (or the Sponsor) in respect of the Module or Course provided to him/her by the University.

"Repeat Fee" means the Fee charged to the student where they are required to repeat a Module.

"Resit Fee" means the Fee charged to the student where they are required to resit any assessment (within a Module) but are required to repeat the full Module.

"SLC" means Student Loans Company which is a non-profit making, government-owned, organisation set up in 1989 to provide loans and grants to students in universities and colleges in the UK.

2. Liability for payment of Fees

- 2.1. It is the Student's responsibility to ensure that any and all Fees payable by him/her to the University are paid at the appropriate time. Irrespective of the willingness of any third party to pay fees on behalf of a Student, legal responsibility for payment of any and all Fees shall always remain with the Student.

3. Payment by Third Parties

Sponsorship

- 3.1. A Student's employer, or other corporate body or government agency, can elect to act as the Student's Sponsor and pay the Student's Tuition Fee (or other fee) on his/her behalf ("the Sponsor").

- 3.2.** The Sponsor's commitment to pay the Tuition Fee (or other Fees) to the University shall be made by way of either a formal purchase order or written communication to the University confirming the amount that will be paid by the Sponsor ("the Sponsorship Guarantee Letter"). Such letters must be in a form acceptable to the University, written on the Sponsor's formal stationery and signed by an appropriately authorised officer of the Sponsoring organisation.
- 3.3.** Where the amount being paid to the University by a Student's Sponsor is less than the total Tuition Fee (or other Fees) due, the Student undertakes to pay the balance of the Tuition Fee (or other Fees) directly to the University.
- 3.4.** The University is unable to offer Sponsors the opportunity to pay by instalments although may pay one module at a time. An invoice will be issued for that element of the Tuition Fee (or other Fees) being met by the Sponsor, with payment due in full on receipt of the invoice. The Tuition Fees (or other Fees) paid by a Sponsor may be subject to VAT which will be charged where applicable. Invoices must be paid in Pound Sterling. If payment is not received per module the student is not allowed to progress to the next module.
- 3.5.** In the event that the University does not receive payment of a Student's Tuition Fee (or other Fees) from the Student's Sponsor when that Tuition Fee (or other Fees) falls due for payment, the Student shall remain liable for payment of the Tuition Fee (or other Fees) in full and undertakes to pay the outstanding Tuition Fee (or other Fees) upon request from the University.

Payment by other third parties (including parents)

- 3.6.** A Student's Tuition Fee (or other Fees) can be paid by another person. However, the legal liability for payment of the Tuition Fee (or other Fees) will always remain with the Student. Where a Tuition Fee (or other Fee) payment is made, by a third party (including the Student's parent) this shall not constitute nor be deemed to create any form of binding contract between the University and that third party.
- 3.7.** In the event that a parent or other third party wishes to revoke an arrangement to pay any Fee on behalf of a Student, it is the Student's responsibility to promptly put in place an alternative payment arrangement which is acceptable to the University.
- 3.8.** A parent or other third party shall have no right to demand a refund from the University of any Fee payment already made by them on behalf of a Student. Refund arrangements are covered in the Fee Refunds section of these Fee Payment Conditions.

4. Payment options

Course/Module-Related: Tuition Fee

- 4.1.** Students are able to pay their Tuition Fee in a number of ways. Students can pay for:
- the full Course; or
 - a Module on a Module by Module basis; or Change to 'one module at a time'
 - the full Course in defined instalments.
- 4.2.** Students must ensure that, before the scheduled commencement date of their Module or Course that they:
- If eligible have taken out a Tuition Fee loan from the SLC to cover their Tuition Fee and provide evidence of the SLC loan to the University; or
 - Pay the Tuition Fee for the Course or Module in full; or
 - Provide a Sponsorship Guarantee Letter evidencing that a Sponsor will pay the Tuition Fee.
- 4.3.** Students who wish, or are required, to pay their Tuition Fee in full as a single payment, can do so by credit/debit card or by bank transfer.

- 4.4.** Students who fail a Module may be required to repeat that Module. Where this is the decision of the Board of Examiners, the Student will be required to pay a Repeat Fee to enable them to repeat the Module.
- 4.5.** Where a student fails a Module and the Board of Examiners' decision is that the Student is required to resit an assessment within that Module, the Student will be required to pay a Resit Fee.

5. Implications of Non-Payment

- 5.1.** Payment of the Tuition Fee must be completed, or in the case of a sponsored Student, evidence of a financial commitment from a Sponsor must be provided, within 7 days after the Module/Course start date. Failure to make payment or provide evidence of sponsorship will result in the withdrawal of a Student's access to the Module/Course.
- 5.2.** If the Student is entitled to a loan from the SLC, eligibility of that loan must be provided within 7 days after the Module/Course start date. Failure to provide evidence of sponsorship will result in the withdrawal of a Student's access to the Module/Course.
- 5.3.** Where any Fees due from a Student remain unpaid for more than 14 days after the date when they became due for payment, the University shall be entitled to charge interest at the rate of 3% per year above the base rate of the Bank of England on the amount of Fees outstanding. The interest shall accrue on a daily basis. In addition, the University reserves the right to charge an administration fee of £35 for collection of any unpaid instalment item.
- 5.4.** If the Tuition Fee (or any substantial part of the Tuition Fee) or any other Fees due to the University remains unpaid 28 days after the date it is due for payment the University shall be entitled to take legal action to recover the debt and/or take any or all of the following steps:
- commence legal action to recover the debt together with any interest and costs incurred in so doing;
 - give the Student notice that unless, within a further 14 day period, arrangements that the University considers satisfactory are made for payment of the outstanding amount, the University will terminate the Student's studies, in which case the provisions of Condition 9 of the Terms and Conditions will take effect;
 - in respect of the Course/Module to which the outstanding Tuition Fee relates, delay in giving the Student any award or qualification which would otherwise have been made, and/or refuse to allow the Student to proceed to any further stage of the Course or additional Modules, until all outstanding amounts have been paid or arrangements for payment have been established which the University considers satisfactory.
- 5.5.** The actions that the University is entitled to take under this section 5 do not affect the University's rights to pursue any remedies permitted under any other contractual arrangements that apply.
- 5.6.** Irrespective of any other remedies or actions that might be available to the University, a Student who has failed to pay any Tuition Fee (or other Fees) by the due date (or to make arrangements acceptable to the University in respect of that outstanding Fee) will not be eligible to access to the online learning materials for the Module in question or the Course. In addition, the University reserves the right to deny access to any services, facilities or activities while the Tuition Fee (or other Fees) remain outstanding.

6. Fee Refunds

6.1 Tuition Fee refunds.

Withdrawal Date	Tuition Fee due to the University
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7 days or less from the scheduled start date of the Module	No Tuition Fee will be payable for that Module.
More than 7 days after the scheduled start date for the Module	Full Tuition Fee of the Module is payable.

- 6.3. Where a Student has paid all or part of the Tuition Fee and withdraws 7 days or less from the scheduled start date of the Module, he/she would be entitled to a refund of the Tuition Fee amount paid.
- 6.4. Where a Student has received a discount in connection to their Tuition Fee, this discount will not be applied to any refund against Modules already completed by the Student. In such a case, the full Tuition Fee will be charged for those Modules.
- 6.5. A Student will only be charged for modules studied and any refund will be against modules which are not or are part studied.

7. Data protection

- 7.1. Personal information collected by the University during the payment process will be used for the purposes of payment processing and for the following purposes:
- 7.2. Students: for those purposes detailed in the Student Data Protection Notice which forms part of the Terms and Conditions.