

# Terms and Conditions for Payment of Fees 2021-2022

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All Terms and conditions shown below are secondary to the rules and regulations of the University as defined in the Student Handbook. By agreeing to the Terms and Conditions below, you acknowledge that where any conflict occurs between what is stated below and what is stated in the handbook, the rules and regulations as set out in the handbook will take precedence.

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## 1. Definitions

**Student:** a person registered for a Course of study with the University, or intending to register for such a Course.

**Course:** The course of study or programme of research at the University.

**Student Rules, Regulations and Procedures:** Conditions by which the student is bound.

**Fees:** The Tuition, Accommodation Fee and Other Fees or Charges payable by the Student to the University. Other Fees may include Study Tours.

**Tuition Fees:** The Fees payable by the Student in respect of the Course.

**International Orientation Fees:** Fees which cover International Orientation teaching programmes and accommodation over the duration of the International Orientation teaching programme.

**Accommodation Fee:** The Fee payable by the Student in respect of the Student's residence in accommodation provided by the University.

**Accommodation prepayment:** The Fee payable by the Student to apply for a place in accommodation provided or arranged by the University which is non-refundable unless offer of study conditions are not met. The prepayment is part payment towards, and will be deducted from, the accommodation fee.

**University:** Royal Agricultural University

**Card Supplier:** The organisation which owns the debit or credit card you are using on the Online Payment Facility.

**Instalment Terms:** The set period and dates over which payment will be charged to the debit or credit card you are using on the Online Payment Facility

**Online Payment Facility:** The internet based payment system operated on behalf of the University.

**Recurring Card Payment:** Debit or Credit Card payment collections initiated by the University to collect amounts due under the Instalment Terms.

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## 2. Fees and Payment

**2.1** It is the Student's responsibility to ensure that the University's Tuition Fees, Accommodation Fee and Accommodation prepayment and all other fees are paid in each Academic Year of the Course. All Fees should be paid at the beginning of the Academic Year, to complete registration onto the Course and/or to have access to accommodation, whether directly by the Student, or on the Student's behalf by a third party (such as a relative, employer or other sponsor) subject to Clauses 2.5, 2.6 and 2.7. An 'Academic Year' shall mean the yearly period of the Course, the dates of which shall be notified to the Student by the University.

**2.2** The payment of any sums intended to be in respect of Tuition Fees and/ or Accommodation Prepayment, Accommodation Fees and other charges by or on behalf of the Student does not in itself indicate the existence of a contract between the University and the Student. A contract for tuition shall only come into being when the Student is fully registered. A contract for accommodation shall only come into being when the Student has fully paid the Accommodation Prepayment due, agreed the accommodation terms and conditions online and accepted the offer of a room on line. The exception to this is where the online accommodation portal is unavailable then a signed copy of the accommodation contract or where a student is under 18 at the time of the commencement of the contract then the accommodation contract signed by a parent/guardian.

**2.3** If the Student is attending an International Orientation teaching programme, the Student must ensure that the International Orientation fee and Tuition Fees are paid before attending the International Orientation. In addition any Accommodation Fees must be paid if staying in RAU Accommodation for the entire period of the contract.

**2.4** All payments made through the Online Payment Facility must be made in £ Sterling. Any currency conversion costs or other charges incurred by the payer in making the payment or in processing a refund shall be borne by the Student or the third party making payment, and shall not be deductible from the Fees due to the University.

**2.5** The ability to pay the Accommodation Fees and Tuition Fees in agreed termly instalments is available to Students, unless the Student is a first year International or first year European

Student (i.e. EU, non-EU EEA and Swiss citizens. Irish Nationals are exempted) with non-settled status, where different payment rules apply and payment is required before the start of the academic year. Payment by instalment will only be accepted if set up in advance and through the on line payment facility. The ability to pay in instalments does not apply to Study Tours and other Fees unless agreed by the Finance Department.

**2.6** Where an Undergraduate Tuition Fee Loan is being applied for and satisfactory evidence is provided then pre-payment of tuition fees will not be required up to the amount of the Loan. The evidence required will be a copy of the letter from Student Finance England confirming the Tuition Fee Loan, where this is not possible then please contact the Finance Department. This will not apply to other Fees and/ or Accommodation Prepayment and Accommodation Fee which will still be due in accordance with Clause 2.1. The Student will remain responsible for payment of all Tuition Fees where prior to the start of the Academic year; a Tuition Fee Loan has not been applied for and/or satisfactory evidence has not been received by the Finance Department. The Student will also be responsible for the remaining balance where the Tuition Fee Loan does not fully cover the Student's Full Tuition Fees.

**2.7** If other funding/sponsorship is expected then it is the Student's responsibility to contact the Finance Department for details of the evidence required and provide the required evidence by the dates requested.

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### **3. Overpayments and Refund of Fees**

**3.1** Payments made online for Tuition Fees, Accommodation Prepayment, Accommodation Fees and other charges will be applied to the Student's University account in accordance with the details submitted electronically. In the event that an overpayment is made, against the total annual Tuition Fee amount or the total Accommodation Fee, then the credit balance arising will be used to offset any debt or invoice on the Student's account ( whether arising from tuition, accommodation, or any other legitimate charge ) in due date order. If there is no other debt or invoice, then the credit balance will be refunded in accordance with the University's normal procedures. The refund will be made within 14 days from the date of the credit being available on the students account, subject to approval from the student.

**3.2** If the Student leaves the University before they complete their Course any entitlement to a refund of Tuition Fees will be made in line with the University Refund Policy prevailing at the time the Student leaves. Such refunds only apply to the Tuition Fees paid in respect of the Academic Year in which the Student leaves. Refunds will be made within 14 days of confirmation, by the Registry and Admissions Office, of receipt of a Withdrawal or Suspension of Studies Form. For the avoidance of doubt, nothing in this Clause 3 shall require the University to refund the Fees (or part thereof) unless such Fees (or part thereof) have previously been paid.

**3.3** Entitlement to a refund of the Accommodation Prepayment or Accommodation Fee will be determined in accordance with the Accommodation Terms and Conditions of Residence agreed by the Student on acceptance of accommodation.

**3.4** In the event that any payment of Fees is to be refunded (either fully or in part) the University will endeavour to make the refund to the card account or bank account from which the refundable payment was made. If, for reasons beyond the University's control, refund cannot be made to the originating card/bank account, the refund will be made to the student or to a third party if there is evidence that the payment originated from a third party. If payment of a student's fees were split between more than one payee, any refund due will be made in proportion to the original split of the payments received.

**3.5** Payments taken in error by the University will be refunded in the same manner as point 3.4 and any subsequent bank charges applied by the bank will also be refunded provided documentary evidence of such charges is supplied by the payer.

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## **4. Failure to Pay the Fees and other amounts**

**4.1** As set out in Section 2.1 students retain ultimate responsibility for the payment of their fees and all other monies owing to the University regardless of any sponsorship arrangements. Where students are having problems paying tuition fees, or any other monies owing, it is essential that they contact the University as soon as possible to discuss the situation.

Appropriate support is available to students through the student finance team and admissions team and the university wants to ensure students approach the University soon as possible if they have any concerns with their financial position.

**4.2** If the student fails to make a payment on the due date, or in the event of a failed instalment payment, the University will charge the student a late payment fee to cover University administration costs and the Instalment Terms become void in accordance with clause 5.6. The late payment fee will be calculated as interest at 2% above UK clearing bank base rate per annum on the amount outstanding where payments are outstanding against your payment plan. Interest will run from the due date to the date when the fees are paid.

**4.3** If the Fees and any other amounts due to the University remain unpaid 14 days after the date they are due, including Fees payable under an instalment arrangement established by a third party, the University shall initiate the Student Debt Collection Policy. The University will invite students to contact the student finance team to discuss their payment options; and will not impose sanctions or otherwise pursue debt collection procedures for a reasonable time frame whilst good-faith discussions are going on with the student concerned or negotiations are continuing on behalf of the student with student finance, student admissions or external agencies. The University will suspend active pursuit of the recovery of debt only where the debt is disputed on valid grounds, or what appears to be valid grounds, as determined by the University.

**4.4** Where fees remain unpaid and the Student has made no attempt to contact the University to make alternative arrangements sanctions may also be applied; including withdrawal of Student library borrowing rights, withdrawal of Student IT rights, withdrawal from programme of study, exclusion from the University and withholding certificates, as stated in the Rules, Regulations, Policies and Procedures in the Student Handbook. Where the accommodation

Fees and other charges remain unpaid the University will be entitled to seek eviction from the accommodation in accordance with the Terms and Conditions of Residence at the RAU.

**4.5** Where attempts at collecting the debt have failed and debts are over 60 days we may also take additional steps in accordance with our Student Debt Collection Policy. We may refer debts to external debt collection agencies/external solicitors who will take steps to recover the debt. The steps taken may include taking court action to recover the debt. If we take debt recovery action, you may have to pay other costs such as interest, legal fees, and court costs. The University prefers not to take such action and urges students with outstanding debt to contact Student Finance on 01285 889894 or email [studentfees@rau.ac.uk](mailto:studentfees@rau.ac.uk)

**4.6** Payments made by or on behalf of a Student shall go towards settlement of any debt the Student has with the University (whether arising from tuition, accommodation, or any other legitimate charge ) in due date order.

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## **5. Service Provider**

**5.1** Online payments of Fees can be made by credit or debit card. On accepting these terms and conditions the Student, or third party making payment, will be redirected to a website which is maintained and administered by the Service Provider. Credit and debit card payments are not collected by the University directly but by the Service Provider.

**5.2** Where information is presented within the online card payment service, it is to facilitate payment of amounts due to the University. While the University tries to ensure that the information and content on this payment site is accurate at the time it was published on the site, it does not warrant that this is the case. To the fullest extent permitted by law, the material on this website and its online payment facility is provided "as is", and without warranties, conditions or other terms of any kind. It is your responsibility to pay all fees and charges due irrespective of how they may be shown in the online card payment service.

**5.3** The Student, or third party making payment, will be asked to submit appropriate personal and financial information to the Service Provider so that the online payment process can be completed.

**5.4** When a student makes an online payment they will receive an e-mail confirming what has been paid and/or setup for future payment. If this is not received it is the responsibility of the student to check with the University that the payment/instalment terms have been accepted.

**5.5** Once payment is received by the Service provider in cleared funds, the Service provider will contact the University to confirm the details of the successful payment made by the student or third party. The student shall remain responsible for any fees until such time as the confirmation referred to above is received from the University in relation to each fee owed to the University.

**5.6** By accepting these terms and conditions, you authorise the University to charge the debit or credit card account you have provided for the Instalment Terms you have selected.

- You warrant that in using the online payment facility you are authorised to use the debit or credit card for the payment or payments you are making.
- You agree that there will either be sufficient availability under the credit card limit or sufficient funds in the debit card account to make the Recurring Card Payments when they fall due under the Instalment Terms. You will make sure your bank is aware of payments being made on the card and that no payments will be blocked. Where cards expire you will advise the University of new card details at least a week prior to any collection date.
- If a Recurring Card Payment collection fails the University will make a 2nd attempt at collection five working days after the 1st attempt.
- If a 2nd collection attempt fails the Instalment Terms become void and the outstanding amount will fall due for immediate payment. The University shall have the right to levy an administration charge of £25 to the Student Account which will also be due for immediate payment unless an agreement has been made in writing prior to such a failure with the University Finance Department.

**5.7** We cannot accept liability for your money not reaching the University bank account due to you quoting incorrect personal details and we cannot accept any liability if payment is refused or declined by the credit/debit card supplier for whatever reason. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.

**5.8** Advance notices, receipts and failed payment notices will be sent by email to the email address provided by the card holder. It is the student's responsibility to advise the Finance Department if the email address they want to receive notifications to changes.

**5.9** By agreeing to these terms and conditions, the student accepts and consents to his/her personal data being provided to the Service provider for sole purposes of the Service provider offering and administering the online payment facility to the student, or third party making payment.

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## **6. Security**

**6.1** All payment details which are entered through this payment gateway are encrypted when the Student, or third party making payment, enters them. The site is secure using 128 bit encryption to offer secure communications by encrypting all data to and from the site.

**6.2** The University shall not be liable for any failure by the Student or third party making payment of Fees to properly protect data from being seen on their screen by other persons or otherwise obtained by such other persons, during the Online Payment process or in respect of any omission to provide accurate information in the course of the Online Payment process.

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## **7. Complaints**

**7.1** In the first instance please contact us using the details below.

If you are still unhappy about a decision concerning payment of your fees, including any sanctions which may have been imposed, you may contact the Complaints Officer and bring a complaint under the Universities Complaints Procedure. Details of the Complaints procedure can be found in the Student Handbook.

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### **Contact us**

For any queries concerning payment of your fees please contact Student Finance

01285 889894 or email [studentfees@rau.ac.uk](mailto:studentfees@rau.ac.uk)