Student Debt Policy

From August 2026

Contents

Date of Approval: May 2026

Policy Version No.: 4

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1. Policy Summary

1.1. This policy ensures that students are aware of the process that Open College of the Arts (OCA) will undertake to notify them of, and to recover any debt that they may incur whilst undertaking study with OCA.

1.2. Throughout this document students will be referred to as “You” or “Your”.

1.3. This policy sets out the scenarios in which you may incur debt for services, such as failing to pay course unit fees.

1.4. It explains the process OCA will undertake to notify you of this debt and the action that OCA may take to recover those outstanding fees and/or charges and/or costs.

2. Scope

2.1. **What does this policy cover?**

2.1.1. This policy applies to all OCA students, across all modes of study, who have outstanding tuition fees and/or other charges and/or costs in connection with their studies. It covers:

2.1.1.1. Circumstances in which you may incur debt.

2.1.1.2. How OCA will notify you of outstanding amounts.

2.1.1.3. The processes used to recover outstanding fees and charges.

2.1.1.4. The potential consequences of non-payment.

2.2. **What does this policy not cover?**

2.2.1. How tuition fees are set.

2.2.2. Financial support arrangements or funding eligibility.

2.2.3. Rules relating to fee liability, cancellations, or refunds, details of these are covered in the Student Fees Policy and Refund and Compensation Policy.

3. General Principles

3.1. This policy provides specific details on the circumstances which may lead to you having outstanding fees and/or charges and/or costs with

OCA as detailed in the Terms and Conditions of enrolment and the Student Fees Policy, that you agreed to when completing your enrolment.

3.2. In addition, it outlines the means that will be undertaken to recover these outstanding amounts should you become in debt to OCA.

3.3. OCA will act fairly, proportionately, and transparently in all debt recovery activities.

3.4. You will be given reasonable opportunity to repay outstanding amounts, and if you are experiencing financial difficulty OCA will seek to support you where possible.

3.5. All actions taken will comply with relevant legislation and regulatory requirements.

3.6. This document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements. If these amendments occur after you have registered, you will be notified by email of any significant changes to this document.

3.7. OCA will handle all personal data in accordance with applicable data protection legislation.

4. Circumstances in which you may incur a debt with OCA

4.1. If you choose to pay your fees by instalments and you fail to pay any of your instalments.

4.2. If your payment method fails or is withdrawn (for example, a card payment is declined, or funding is not approved or is withdrawn).

4.3. If your fees were funded by a third party and they fail to pay all or part of your fees.

4.4. If you withdraw outside of the cancellation period (details of which can be found in Section 8 'Cancellations and reductions in fee liability' of the Student Fees Policy) and your funding provider doesn't cover your full fees, or you have instalment payments remaining at the point of withdrawal.

5. If you have been identified as being in debt to OCA

5.1. You are encouraged to contact the OCA finance team at accounts@oca.ac.uk as soon as possible if you are experiencing difficulty in making payment, as alternative arrangements may be considered.

5.2. OCA will consider individual circumstances when determining appropriate recovery action where accessibility needs, disability-related adjustments, or exceptional circumstances apply, ensuring you are not unfairly disadvantaged.

5.3. OCA may, at its discretion, agree a repayment plan with students experiencing financial difficulty.

5.4. If you have been identified as having a debt with OCA you will be subject to OCA's credit control procedures, the finance team will notify you in writing of:

5.4.1. The amount of the debt you owe.

5.4.2. How you may pay that debt.

5.4.3. Give you reasonable opportunity to pay any outstanding fees and/or charges.

5.5. Details of available payment methods will be provided in all communications.

5.6. If payment is not received within 28 calendar days of the initial notification, you will be sent further notification of the amount of this debt and how you may pay that debt, OCA may also follow this up with telephone calls.

5.7. Where OCA has taken the above steps and has been unsuccessful in recovering the fees and/or charges and/or costs from you, due consideration by OCA's Head of Finance, or their delegated authority will be given in relation to any further action OCA will take to recover these fees and/or charges and/or costs. Methods of recovery may include but are not limited to:

5.7.1. Any fee payments outstanding being referred to a debt collection agency, in this scenario they will be subject to the agents surcharge plus VAT at the UK standard rate. Any applicable surcharges or legal fees may also be payable by you and are legally enforceable.

5.7.2. Any outstanding fee payments being referred to the small claim's courts.

5.8. You may lose access to tutorial support and will not be permitted to submit any work for assessment until any outstanding debt is cleared.

5.9. OCA may cancel your registration and/or enrolment and not permit you to undertake further study for which any tuition fees or other charges would be due.

5.10. OCA reserves the right to take appropriate recovery action in line with this policy and applicable law.

6. Glossary of terms

6.1. Debt: Any outstanding fees, charges, or costs owed to OCA.

6.2. Instalment Plan: An agreed schedule allowing fees to be paid in multiple payments.

6.3. Third Party Funder/Funding Provider: An organisation or individual paying fees on behalf of a student, for example - Student Finance England (SFE), Student Finance Wales (SFW), Student Finance Northern Ireland (SFNI) or Student Awards Agency Scotland (SAAS).

6.4. Debt Collection Agency: An external organisation engaged to recover outstanding debts.

6.5. Outstanding Balance: The total amount owed to OCA at any given time.

6.6. Cancellation Period: The period during which a student may withdraw without full fee liability (as defined in the Student Fees Policy).

6.7. Repayment Plan: An agreed arrangement to repay outstanding debt over a period of time.

7. If you need support

7.1. Should you need any help with this policy, or you are experiencing financial difficulty, please contact the Finance team at accounts@oca.ac.uk.

8. Linked and other policies and legislation

8.1. This policy is subject to OCA’s Terms and Conditions of enrolment.

8.2. This policy should be read in conjunction with:

8.2.1. Student Fees Policy

8.2.2. Refund and Compensation Policy

9. Changes since previous policy

9.1. Transferred policy to new template

9.2. Removed ‘Control of the policy’ section

9.3. Removed ‘Reviewing the policy’ section

9.4. Added section 2 ‘Scope’

9.5. Added section 6 ‘Glossary of terms’

9.6. Added section 10 ‘Policies superseded by this document’

9.7. Improved clarity of debt recovery procedures ensuring inclusivity

10. Policies superseded by this document

10.1. Student Debt Policy - Version 3