

Accommodation Fees, Payment Deadlines and Debt Recovery Procedures for 2016/17

1. FEES charged for ACCOMMODATION

1.1 Accommodation fees are contractually charged for the full academic session unless otherwise stated. It is expected that accommodation fees will increase on an annual basis.

1.2 No invoices will be issued in respect of the Standard Accommodation Fees as the amounts and payment dates are outlined in the accommodation offer which is available online at www.fxplus.ac.uk/live

1.3 All students are personally responsible for paying the full accommodation fee to Falmouth Exeter Plus by the due dates (please refer to your Degree Awarding Institution):-

Falmouth University

Term	Foundation, Undergraduate & Postgraduate
Autumn Term 1	Upon registration or by the payment deadline of Friday 30 th September 2016.
Spring Term 2	Week commencing 2 nd January 2017. Payment must be received by Friday 13 th January 2017.
Summer Term 3	Week commencing 24 th April 2017. Payment must be received by Friday 5 th May 2017.

University of Exeter (Penryn Campus)

Term	Undergraduate & Postgraduate
Autumn Term 1	Upon registration or by the payment deadline of Friday 30 th September 2016.
Spring Term 2	Week commencing 9 th January 2017. Payment must be received by Friday 20 th January 2017.
Summer Term 3	Week commencing 1 st May 2017. Payment must be received by Friday 12 th May 2017.

2. PAYMENT DATES

2.1 All accommodation fees are payable by the payment due dates set out above.

2.2 Students should note their responsibility is to pay fees, fines, and other charges on time WHETHER OR NOT an INVOICE, or REMINDER IS RECEIVED FROM FALMOUTH EXETER PLUS.

3. INSTALMENT ARRANGEMENTS and ADMINISTRATIVE CHARGES

3.1 ACCOMMODATION FEES

3.1.1 Accommodation fees may be paid annually prior to taking up accommodation or, by concession, in three termly instalments. Amounts due each term are stated in the accommodation contract, or can be obtained from the Accommodation office (accommodation@fxplus.ac.uk). No administration charge is payable in respect of termly payments made by the due date.

3.1.2 Students with a contract for Falmouth Exeter Plus accommodation who occupy their room late remain liable for the accommodation fees in accordance with their contract. If the contract starts on a date other than the start of a term, then students have 10 working days from the start date of their accommodation contract in which to pay the accommodation fees without penalty (see 4.2).

3.2 OTHER FEES, FINES AND CHARGES

3.2.1 No administration charge is payable in respect of termly payments made by the due date. In the event that the student evidences special circumstances an alternative payment arrangement is agreed, but if the payment is late after 14 days, a late payment charge of £30.00 will apply (see section 4.2).

3.2.2 If a cheque is rejected by your bank or is incorrectly completed, Falmouth Exeter Plus may charge an administration fee of £15.00.

4. LATE FEE CHARGES

4.1 A late fee of £30.00 will be added each term if payment is not received by the following dates (within 14 days of the start of each term, 21 days allowed for term 1)

Falmouth University

Students paying termly	<u>Final</u> Due Date: Art & Design Foundation, Undergraduate, Postgraduate
Autumn Term 1	Friday 30 September 2016
Spring Term 2	Friday 13 th January 2017
Summer Term 3	Friday 5 th May 2017

University of Exeter (Penryn Campus)

Students paying termly	<u>Final Due Date:</u> Undergraduate & Postgraduate
Autumn Term 1	Friday 30 th September 2016
Spring Term 2	Friday 20 th January 2017
Summer Term 3	Friday 12 th May 2017

4.2 These are administration charges and are independent of any other action which may be taken.

5. STUDENTS IN DEBT and DEBT RECOVERY PROCEDURES

5.1 Students in Debt and Debt Management Procedures

5.1.1. Students are required to meet all payment due dates whether these are annual payments or installments. Students whose accounts are not fully paid by the due dates will be subject to debt recovery procedures below:-

STAGE 1

A late payment charge of £30 will be added to a student’s account each term that the payment is late. This will be payable on accommodation fees and charges not paid by midnight on the last day of the final payment date detailed above.

Any late payment by a sponsor will result in late payment charges of £30 being applied to your account (as above). Late payment charges are payable 14 days from the date of notification. Failure to pay on time is regarded as a breach of contract.

STAGE 2

Sanctions will be applied to your account such as the loss of IT facilities in your study bedroom until the debt is cleared.

STAGE 3

The third stage following non-payment of accommodation fees and charges will result in guarantors being contacted for payment.

5.2 Students are required to meet all payment due dates whether annual or instalment. Persistent refusal to pay accommodation fees, charges, and penalties by the due dates, or any deferred date agreed by the Finance Team, is a breach of contract.

5.3 All debts to Falmouth Exeter Plus are pursued.

5.4 Students in debt may be refused future Falmouth Exeter Plus accommodation.

5.5 Students in debt to Falmouth Exeter Plus in respect of their accommodation will be subject to the provisions and penalties stated in the accommodation contract. We reserve the right to refuse to give references to future landlords for such students.

5.6 Students whose accounts are not fully paid by the end of the contract period will be subject to debt recovery procedures, which can include referral to tracing and/or commercial debt recovery agents or the Courts for recovery. Any rent outstanding at the end of the contract date may be subject to interest at the rate of inflation. All additional administrative costs, including agents and Court fees, will be added to the account. Tracing agents' and commercial debt recovery agents' fees are not set by Falmouth Exeter Plus and are subject to change. They may be linked to the location of the debtor, and/or the steps taken in order to recover the debt, such as the involvement of local agents in overseas territories. Once a debt is referred to tracing agents or commercial debt recovery agents, all communications and negotiations should be with the tracing or debt recovery agent and not Falmouth Exeter Plus.

5.7 Serious or persistent arrears will be regarded as a breach of the student Accommodation Agreement and could lead to it being terminated and eviction procedures being implemented.

5.8 Falmouth Exeter Plus may request to see the student debtor's bank statements, credit card statements, and/ or other evidence of their financial position where deemed necessary to consider requests for extensions to payment deadlines, and in the negotiation of settlement arrangements.

6. PAYMENT METHODS

6.1 All payments to Falmouth Exeter Plus must be made in Great British Pounds.

6.2 Any currency conversion costs or other charges incurred in making a payment shall be borne by the student or the third party making the payment and will not be deductible from the amounts due to Falmouth Exeter Plus.

6.3 Fees and charges may be paid in cash, cheque, and bank draft drawn on a UK bank, Credit Card, Debit Card or by bank transfer. Rent payments made by cash payments are capped at £500.00 per term.

6.4 Cheques should be drawn on a UK bank, made payable in Great British Pounds Sterling to 'Falmouth Exeter Plus' and crossed "account payee only". Personal cheques drawn on overseas banks are not acceptable. Drafts from an overseas bank in Great British Pounds and drawn on a UK bank are acceptable. Please ensure that all cheques have the student ID number, student name, the amount paid for accommodation deposit and accommodation charges are listed on the reverse of the cheque.

6.5 UK Direct Bank Transfers. For UK direct bank transfers to Falmouth Exeter Plus bank account full details can be obtained via the Finance Office on +44(0)1326 259361 or email residences@falmouth.ac.uk.

Please quote the **student ID number**; **student full name**; and list the **amount paid for accommodation deposit** and **accommodation fees** when making your transfer.

6.6 Overseas Bank Transfers - for overseas bank transfers, please use our online payment system (<https://paymentportal.falmouth.ac.uk>). For queries please contact the Finance office on +44(0)1326 259361 or email residences@falmouth.ac.uk.

6.7 Payment by Credit or Debit card can be made online at <https://paymentportal.falmouth.ac.uk>, over the telephone on +44(0)1326 259361, or in person at the Finance Office, Peter Lanyon Building, Penryn Campus or in Rosehill at the Falmouth Campus. Please note that Falmouth Exeter Plus reserves the right to request an alternative method of payment if unreasonable delays are experienced in processing a card transaction due to the security requirements of the card issuer. Payments made online are, in addition, subject to the Institution's Online Payment Terms & Conditions, and Privacy & Security Policy (available at <https://paymentportal.falmouth.ac.uk>).

6.8 Please note that none of the above methods can be deemed 100% secure due to the security weaknesses inherent in the global IT networks. You should be advised that if you do, you do so at your own risk, so please take care to protect your financial information.

7. PAYMENTS BY SPONSORS (including providers of Professional Career Development Loans, and providers of US and Canadian educational loans)

7.1 Students are responsible for ensuring that any fee to be paid to Falmouth Exeter Plus by a sponsor is paid in full and on time. Applications to Student Finance or other sponsors must be made on time, and normally must be made annually.

7.2 In the event of late payment or non-payment by any sponsor, Falmouth Exeter Plus reserves the right to apply its normal late payment and debtor penalty procedures to the student concerned.

7.3 See section 1, 4 and 5 for payment due dates and late fee charges.

8. REFUND OR REMISSION OF FEES/ CHARGES

8.1 ACCOMMODATION FEES are payable in accordance with the accommodation contract agreed by the student and are not normally refunded or remitted if the accommodation is vacated early. Applications for refunds or remissions must be made to and approved in writing by the Accommodation Services Manager. Falmouth Exeter Plus will take reasonable steps to re-let the accommodation, but this cannot be guaranteed

8.2 ACCOMMODATION DEPOSIT will be refunded following room inspections and any deductions necessary to be made as soon as possible after the end of the contract and after the annual damage returns have been completed. However, the Accommodation Deposit may be used in satisfaction of any breach of a student's obligations stated in their accommodation agreement if the student has failed to pay Falmouth Exeter Plus' invoice for that breach (e.g. students in debt to Falmouth Exeter Plus in respect of their accommodation will have their accommodation deposit set against that debt).

9. PREPAYMENTS, OVERPAYMENTS and UNIDENTIFIED PAYMENTS

9.1 Falmouth Exeter Plus shall not be required to make any repayment of pre-paid charges except as set out in Falmouth Exeter Plus' accommodation contracts or in the Regulations for repayment of sums in the event that the student cancels in accordance with the Cancellation Policy.

9.2 In the event that an overpayment is made, against the total Accommodation Fee, then the credit balance arising will be used to offset any debt or invoice on the Student's account. If there is no other debt or invoice, then the credit balance will be refunded in accordance with Falmouth Exeter Plus' normal procedures.