

Accommodation Fees Payments and Debt Recovery Procedures 2021/22

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 on Room Service and is available online at <https://fxplus.ac.uk/accommodation/current-students/>.

1.3 All students are personally responsible for paying the full accommodation fee to Falmouth Exeter Plus.

2. PAYMENT DATES

2.1 All accommodation fees are payable by the payment deadline dates stated in the accommodation agreement which can be viewed in the accommodation offer on Room Service and online at <https://fxplus.ac.uk/accommodation/current-students/>.

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 offer, or can be obtained online at <https://fxplus.ac.uk/accommodation/current-students/>.

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 accommodation agreement. If the accommodation agreement 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.

4. STUDENTS IN DEBT and DEBT RECOVERY PROCEDURES

4.1 Students in Debt and Debt Management Procedures

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

STAGE 1

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

STAGE 2

Failure to pay the accommodation fees or charges will result in the guarantor being contacted for payment.

STAGE 3

Students whose accounts are not fully paid 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 accommodation fees outstanding at the end of the period of residence as agreed in the accommodation agreement 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.

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

4.3 All debts to Falmouth Exeter Plus are pursued.

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

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

4.6 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.

4.7 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.

5. PAYMENT METHODS

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

5.2 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.

5.3 Payment by Credit or Debit card can be made online at <https://paymentportal.falmouth.ac.uk>, 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>).

5.4 UK Direct Bank Transfers. For UK direct bank transfers to Falmouth Exeter Plus bank account full details can be obtained via the accommodation webpage <http://www.fxplus.ac.uk/accommodation> or by emailing the Finance Office on residences@falmouth.ac.uk.

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

5.5 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 use any of these methods, you do so at your own risk, so please take care to protect your financial information.

6. PAYMENTS BY SPONSORS (including providers of US and Canadian educational loans)

6.1 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.

6.2 In the event of late payment or non-payment by any sponsor, Falmouth Exeter Plus reserves the right to apply its debtor management procedures to the student concerned. See section 1, 4 and 5 for payment due dates and procedures.

7. REFUND OR REMISSION OF FEES/CHARGES

7.1 ACCOMMODATION FEES are payable in accordance with the accommodation agreement 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 Office Manager or Head of Accommodation. Falmouth Exeter Plus will take reasonable steps to re-let the accommodation, but this cannot be guaranteed

7.2 ACCOMMODATION SECURITY DEPOSIT will be refunded following room inspections and any deductions necessary to be made within 28 days after the end of the contract. However, the Accommodation Security 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's 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).

8. PREPAYMENTS, OVERPAYMENTS and UNIDENTIFIED PAYMENTS

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

8.2 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's normal procedures.