

# **Accommodation Fees Policy**

Policy Owner	Director of Estates and Property Services	Policy Author	Accommodation Services Manager
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1	Creation of Policy	June 2023

# **Accommodation Fees Policy**

# 1. Policy Statement

- 1.1 All students who elect to live in University owned or managed accommodation will be required to pay accommodation fees (rent) to the University unless they have specifically been declared exempt from doing so. Accommodation fees are payable for the full lease period as stated on the offer of accommodation.
- 1.2 To assist students in managing the financial responsibility associated with living in University owned/managed accommodation, various payment methods and instalment options are available.
- 1.3 This policy outlines the obligations students have regarding accommodation fee payment and the University's requirements.
- 1.4 This policy applies equally to all categories of student (new, returning, undergraduate, postgraduate etc.)

#### 2. Accommodation Fees (Rent)

- 2.1 Payment of Accommodation Fees During Fixed Lease Period
  - 2.1.1 The University charges accommodation fees for the lease period stated on the offer of accommodation and the total amount due will be stated on the accommodation offer. Each resident will have the option to select one of our standard repayment plans when accepting their accommodation offer and by doing so are agreeing to make the stated payment on the due date(s).

- 2.1.2 Accommodation fees will vary according to the specific site/room type and full details of our current accommodation fees and standard instalment plans can be found on our accommodation webpage <a href="here.">here.</a>
- 2.1.3 Accommodation fees are reviewed annually and are subject to change.
- 3. Payment of Accommodation Fees Outwith Lease Period (Short Stay/Summer Lets)
- 3.1 The University may agree to accommodate students in University owned/managed accommodation on a short-term basis outwith the standard lease period e.g., during the summer vacation period. The University will not agree to accommodate any student on a short-term basis who has outstanding debt in respect of previous accommodation. Our payment terms for short-term accommodation are as follows:
  - 3.1.1 Stays of 1-28 nights payable in full at time of booking
  - 3.1.2 Stays of 28+ nights payment for the first 28 days payable in full at time of booking and thereafter every 28 days in advance

#### 4. Paying Accommodation Fees

4.1 It is the responsibility of the resident to ensure that all accommodation fees are paid on the due date(s) although it is acceptable for payment to be made by a third party (e.g., parent) on behalf of the resident.

### 4.2 Instalment Plans

4.2.1 An instalment plan is an agreement between the student and Robert Gordon

University in which the resident agrees to pay set amounts on specific dates. If the

University receives all instalments as agreed, the resident will have paid the full

amount of accommodation fees due at no extra cost by the end of the lease period.

- 4.2.2 Failure to make a payment, or making a payment after the due date has passed may result in the instalment plan being cancelled and the full balance will become due immediately.
- 4.2.3 Where the resident is unable to commit to a standard instalment plan,

  Accommodation Services is willing to consider a personalised instalment plan,

  provided that the repayment terms are reasonable and acceptable to the University.

  Any resident who wishes to be considered for a personalised instalment plan should send an e-mail to <a href="mailto:accommodation@rgu.ac.uk">accommodation@rgu.ac.uk</a> making a formal request for this.

# 5. Payment Methods

- 5.1 When accepting the accommodation offer, residents will be given the option of the following payment methods:
- 5.2 Recurring card payment via WPM/Flywire
  - 5.2.1 This is a web-based payment facility to enable students to make scheduled payments using a valid credit/debit card. Card details will be held securely and then debited with the agreed amount on the due date(s). Once the recurring card agreement has been set up, there is no requirement for the resident to take further action on the due date(s) as their nominated card will automatically be debited. It is the responsibility of the resident or nominated card holder to ensure that sufficient funds are available on the due date(s) to cover the amount to be debited.
- 5.3 Payment through the RGU Accommodation Portal
  - 5.3.1 Residents can access the 'My Payments' section on the accommodation portal to make credit/debit card payments. Payments being made this way are not automated and residents are responsible for ensuring that payment is made on the due date(s).
- 5.4 Payment through Flywire

- 5.4.1 Students based in the UK and internationally can make payments to the University using Flywire. Residents can make a bank transfer, card payment or e-wallet payment using Flywire. Flywire has a robust anti-money laundering program so students can feel confident in the security of payments and is specially adapted to deal with the requirements of making payments from Nigeria, China and India within its online systems. Payments can be tracked in real-time online, and via text alerts until the payment has reached RGU.
- 5.4.2 RGU no longer supports direct bank to bank transfers from students into the University's bank account, as the arrangements with Flywire offer greater student flexibility and security. For any bank transfer payment, students must use Flywire.

#### 6. Fraudulent Card Transactions

- Any payment made for accommodation fees should be directly made by the student to Robert Gordon University (RGU). Third parties who can be engaged to make card payments on behalf of the student for a fee are typically engaged in fraudulent activity and are likely to be using stolen or cloned cards resulting in the payment later being declared invalid. As a result, the student will have lost their money and unknowingly become involved in illegal activity. It is important to note that the accommodation fees would still be due to Robert Gordon University.
- 6.2 To safeguard against such fraud, it is crucial for the student to only pay their fees directly to Robert Gordon University or through Flywire, as they are an approved payment provider of the University. RGU has partnered with Flywire to ensure secure and reliable payment transactions. The student can find more information about payment methods and procedures on the University's website at <a href="How to Pay">How to Pay</a>
- 6.3 Accommodation fee fraud is a crime committed against the student, and they have the right to report such incidents to the police. If the student believes they have been a victim of

- fraudulent payment or have any suspicions regarding the authenticity of payment requests, it is strongly encouraged to report the matter to the appropriate authorities.
- Robert Gordon University is committed to protecting its students from fraudulent activities and ensuring the security of their financial transactions. The University continuously reviews and enhances payment processes to mitigate the risk of fraud. However, it is crucial for the student to remain vigilant and exercise caution when making payments.

#### 7. Refunds

7.1 If a student has overpaid any accommodation fees due to having been granted an early lease termination (e.g., where the student has ceased to be a full-time enrolled student at the University) or in cases where an accidental overpayment has been made, residents are entitled to receive a refund.

# 7.2 Payment of Refunds

- 7.2.1 We aim to process all refunds within six weeks. All refunds will be returned to the original payment source. Payments received by debit/credit card will be refunded to the original debit/credit card. Payments received by Bank transfer via Flywire will be refunded to the original bank account from which the payment originated.
- 7.2.2 Bank charges incurred by the University in processing any refund will be deducted from the value of the refund.
- 7.2.3 In cases where a bank account has been closed, we can make direct payment to an alternative UK bank account in the resident's name, provided the original fee payment came from a UK bank account and was also in the resident's name.
- 7.2.4 Refunds will not be made in cash. If the original fee was paid in cash, the refund will be made to a valid UK bank account which must be in the resident's name.

#### 7.3 Refund Conditions

- 7.3.1 There are certain conditions that must be met to receive a refund. These conditions include:
  - 7.3.1.1 If payment of accommodation fees or any other charges has been split between more than one payee, any refund due will be made in proportion to the original split.
  - 7.3.1.2 The University will not refund any shortfalls due to exchange rate fluctuations or pay any bank or other charges incurred.
  - 7.3.1.3 Whilst the University will process refunds in a timely manner, there may be delays in cases where need to check and verify the originating account and any evidence supplied.

# 8. Non-payment of Accommodation Fees

- 8.1.1 It is the resident's responsibility to ensure fees are paid in full in line with published terms outlined in these regulations and payment options (whether paying their own fees, or whether fees are paid via a sponsor/employer or government agency etc.)
- 8.1.2 If a student is having difficulty paying their accommodation fees, they should contact the Accommodation Finance Administrator by e-mail at <a href="mailto:accomstufin@rgu.ac.uk">accomstufin@rgu.ac.uk</a>
- 8.1.3 The Accommodation Finance Administrator will then offer advice in the first instance and, depending on the individuals' circumstances, may be able to explore alternative repayment options with the resident.
- 8.1.4 The University reserves the right to instigate lease termination proceedings against any resident who do not pay their accommodation fees or who fails to make satisfactory arrangements to pay during the lease period.

#### 8.2 Payment Extension

- 8.2.1 We do recognise that there may be changes in a resident's personal circumstances or unforeseen events, which makes it difficult for them to pay on time.
- 8.2.2 Accommodation Services is willing to consider requests to make payment after the due date(s) provided that:
  - 8.2.2.1 The resident contacts Accommodation Services at least 72 hours before the due date(s) to advise that they will be unable to make the payment.
  - 8.2.2.2 The resident is able to propose an alternative date(s) for making payment which is acceptable to the University.
- 8.3 Collection of Outstanding Accommodation Fees
  - 8.3.1 Once payments become overdue the University applies the following approach to the collection of outstanding accommodation fees.
- 8.4 One Day Overdue (1st Reminder)
  - 8.4.1 As soon as a student is identified as being overdue in payment of accommodation fees, the Accommodation Finance Administrator sends a reminder letter by email to the resident's RGU email address and copied to the registered e-mail address held on the system. This reminder will draw attention to the outstanding payment and ask the resident to take the necessary action to ensure that payment is made.
- 8.5 7 Days Overdue (2nd Reminder)
  - 8.5.1 If the fees remain unpaid, the University's Accommodation Services Manager is notified, and a second reminder letter is issued by email to the resident's RGU email address and copied to the registered e-mail address held on the system.
- 8.6 16 Days Overdue (3rd Reminder)

- 8.6.1 If the fees remain unpaid, a third letter is sent by email to the resident's RGU email address and any preferred email address held on the system. The resident will be advised at this stage that if the fees remain unpaid after 30 days, they will be required to attend a mandatory meeting with Estates & Property Services management to discuss the debt. This reminder will also set out the timetable of actions that will be taken if immediate action is not taken to pay the outstanding fees. In addition, the International Student Advice team will be notified in order that they can contact Tier 4 students to clarify the implications for them of continued non-payment.
- 8.7 30 Days Overdue (4th Reminder)
  - 8.7.1 If fees remain unpaid, the resident will be required to attend a mandatory meeting to be convened by Estates & Property Services management. The resident will be advised that if they fail to attend this meeting and the fees have not been paid within 10 days, the University will commence formal eviction proceedings and will instruct an external debt collection agency to recover the debt on behalf of the University.
- 8.8 40+ Days Overdue (5th Reminder)
  - 8.8.1 If the fees remain unpaid after 40 days, the Accommodation Services Manager will notify the student in writing of the University's decision to commence eviction proceedings and to take legal action to recover outstanding debt, including costs incurred e.g., commission charges and legal costs.
  - 8.8.2 Any such action will take place within 7 days of this notification. The University will comply with any current legislation, including The Cost of Living (Tenant Protection) (Scotland) Act 2022 when instigating eviction proceedings.

#### 9. Contact Accommodation Finance

- 9.1 Current students can contact Accommodation Finance by e-mail at <a href="mailto:accomstufin@rgu.ac.uk">accomstufin@rgu.ac.uk</a>
- 10. Review
- 10.1 This policy will be reviewed every three years or as required.