

## UNIVERSITY OF EXETER – Distance Selling Information

Under the Consumer Protection (Distance Selling) Regulations 2000, we are required to provide you with the following information if we have not met you before entering into a contract (accommodation agreement) with you.

The name of the supplier of your accommodation is The University of Exeter and its address is:

Accommodation Office, Northcote House, The Queen's Drive, Exeter, EX4 4QJ.  
Email: [sid@exeter.ac.uk](mailto:sid@exeter.ac.uk)

The services which we will be supplying to you are a furnished study bedroom. Details of whether the accommodation is on a catered or self-catering basis, the tenancy period and whether the accommodation is en-suite, together with details of the utilities and services included, are set out in the University's accommodation University Living guide and in your accommodation contract.

The price of the accommodation is also set out in the accommodation website on the page relevant to your choice of residence and in the University Calendar (<http://www.exeter.ac.uk/staff/policies/calendar/>). This price includes all charges for utilities (unless stated otherwise in the University Living guide), but not telephone calls.

The arrangements for payment are set out in the University Calendar (<http://www.exeter.ac.uk/staff/policies/calendar/>) but, in summary, you make a legally binding commitment to pay residence charge for the full period of your contract. Payment is made by 3 (or 4 in case of 51 weeks lets) advance instalments, the exact amount due each term being shown in your accommodation offer. Details of your accommodation account can be obtained via the myexeterportal for registered students or before registration as a student by email request to [sid@exeter.ac.uk](mailto:sid@exeter.ac.uk).

Your accommodation deposit will be split and credited equally against your residence charges in terms 2 and 3. This will reduce the outstanding amount for terms 2 and 3 and should be taken into account when making your termly payments. If you wish to pay the whole year in advance, please remember to deduct the amount of your deposit from your total charges due. If you do not do this, we will refund the deposit to you within the first payment period if you notify the Student Fees Office of your overpayment.

We will provide you with the accommodation for the weeks shown in the accommodation guide for your allocated accommodation – but this may exclude the vacations. Please check your contract to make sure you are aware of the exact dates before you make a commitment.

### **Your rights to cancel:**

If we have not met you before you enter into your accommodation agreement, you have the right to cancel your contract by giving us written (by email or post) notice within seven working days, beginning on the day after the date the contract becomes binding. This is the date when you have accepted your accommodation contract, and it has been checked and confirmed by the University. Students will receive a dated email of confirmation, which will be considered as the date at which the contract becomes binding.

**If you fail to notify us within the seven day period, you are no longer entitled to cancel the contract.**

**Your right to cancel does not apply once we have started to provide the accommodation to you: after you move in, it is too late to cancel.**

There is no extra charge for booking your accommodation by email, post or other means of distance communication.

This offer of accommodation and the price will remain valid until the deadline stated in your offer of accommodation, but after that date the offer of accommodation will automatically lapse if you have not accepted it.

The minimum duration of the contract is for the letting period, but we will release you early from the contract if another student reasonably acceptable to the University (e.g. someone who is not already in University accommodation) takes up a tenancy in your place. However, you will remain liable for the residence charges until the replacement takes over and we will charge you a fee of £115 to cover our proper and reasonable costs of administration, inspecting and cleaning your room.

If we have offered you a place in named accommodation we will, of course, aim to locate you there. However, we do not guarantee that the accommodation will be available in all cases and if the accommodation named in any offer we send you is not available at the start of the tenancy period, we will offer you alternative accommodation of equivalent or better quality at the same price, or allocate you to a room sharing with another student and give you a residence charge rebate for the period you are required to share.

In addition to your statutory cancellation rights, outlined above, the University may at its discretion accept cancellations (whether we have met you or not) made in writing to

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Email: [sid@exeter.ac.uk](mailto:sid@exeter.ac.uk)

on the following conditions:

- If your cancellation reaches the University before the start of the tenancy period, the University will retain your deposit to cover the cost of making and cancelling your booking. Please be aware that given the scale and number of students the University has to accommodate at the start of each academic year you will continue to be liable for the residence charge for the entire tenancy period until a suitable replacement tenant is found, who is not already in University accommodation.
- If you do not notify the University that you wish to cancel, but simply fail to turn up at the start of your tenancy, your room will be held until 12 noon on the first Wednesday of the academic year and we will try to contact you during that time. If no contact is made, your room may be re-allocated after this time and the University will keep your deposit to cover the cost of making and cancelling your booking. You will be liable for the residence charge during the time the room was held for you.
- If, without cancelling your place, you fail to turn up at the start of the tenancy and we do not re-allocate your room as aforesaid, you will be liable to pay the residence charge until a suitable replacement student is found, but your deposit will be off-set against the residence charge you will have to pay

Your tenancy agreement will be for the full letting period applicable to your allocated accommodation so if you wish to leave before the end of the tenancy,

- (a) you will continue to be liable for the residence charge until a suitable replacement tenant is found, who is not already in University accommodation;
- and
- (b) the University will charge you £115 administration fee to cover the cost of issuing a new tenancy agreement, checking the inventory and cleaning your room;
  - (c) if you are in breach of the terms of your tenancy, you will not be allowed to terminate your agreement until the problem has been rectified or paid for.

January 2014