



TERMINATION OF STUDENT OCCUPATION CONTRACT (CANCELLATION) POLICY FOR WELSH PROPERTIES

This document sets out how “Homes for Students” (comprising all of its associated student accommodation brands, including Homes for Students, Prestige Student Living, Urban Student Life, Universal Student Living, Essential Student Living, EVO Student) will handle a request to cancel a booking or terminate an occupation contract across our properties in Wales. Please note that if a university lease or nomination agreement is in place, then the cancellation policy of the relevant university will take precedence over this policy.

Your occupation contract is a legal contract between you as the tenant and the landlord, with Homes for Students acting as agent on behalf of the landlord. This sets out your responsibilities as a tenant and our responsibilities as your landlord’s agent. The occupation contract is for a fixed term, and you are liable for the full term of that agreement.

MAKING A BOOKING

When you make an application, if we are not able to offer you a room, we will usually notify you within 2 working days of receipt of the application and no payment will be due to us.

Once an application is processed and a room offer is made, you have a limited period of time to accept the offer and pay the deposit.

Your room offer will lapse after 3 calendar days during normal booking periods, and 1 calendar day during the peak results and clearing period in the months of August and September.

IMPORTANT: Once the offer has been accepted and the security deposit paid, the booking is complete, and you have entered a legally binding contract.

You should be certain that you understand the terms of this legally binding contract before accepting it.

If one of the steps is not completed within the offer period, the offer will expire and be removed. An offer can be reissued if necessary, but there is no guarantee that the same room will be available, or that the same price or promotion will be available.

CANCELLING A BOOKING

If you accept an offer of accommodation online, or by signing an occupation contract, then decide you wish to cancel the contract, there are some limited circumstances where you can cancel the booking.



Cancelling within the Initial Cancellation Period ('Cooling Off Period')

You can cancel your occupation contract for **up to 7 calendar days** after the date of the booking, which is known as the Initial Cancellation Period, or 'Cooling Off Period'.

Providing your booking is cancelled within this Initial Cancellation Period, we will refund your full security deposit.

Please note, refunding the deposit after cancelling the booking may take a number of weeks depending on where it is up to in the process of securing it with the tenancy deposit scheme. If it has already been issued to the tenancy deposit scheme at the point of cancellation, they work to their own timeline and we **cannot influence** the speed of the refund from them.

Cancelling after the Initial Cancellation Period ('Cooling Off Period'), OR after Collecting Keys and/or Taking up Occupation

If a tenant wishes to cancel the booking after the Initial Cancellation Period ('Cooling Off Period') has passed, after collecting the keys and/or taking up occupation of the room, the tenant remains liable for the rent for the whole length of the contract until another tenant that is acceptable to the landlord is found and the room is able to be re-let.

IMPORTANT: Homes for Students is under no obligation to enter into an occupation contract with any replacement tenant that is suggested by any existing tenant, or its representative or agent under this provision.

While we will always do what we can to assist, it is not the obligation of Homes for Students or the landlord to find a replacement tenant to take over the occupation contract .

The tenant is responsible for ensuring the room is suitable to be re-let, and it must be in the same clean and lettable condition as it was when the tenant took occupation and that it is available for viewings to allow it to be re-let.

The deposit paid is non-transferable and cannot be moved to another tenant, or to another year.

The 'Cooling Off Period' must have passed, or the new tenant have paid their rent and moved into the accommodation before the original tenant is released from their contractual obligations under the occupation contract . If the new booking is cancelled by the replacement tenant during their 7 day Initial Cancellation Period, the existing tenant remains liable for the rent until another replacement tenant is found.

Please note, if the tenant moves out early, before the tenancy has ended, they will not be able to claim back the deposit until the tenancy end date.



1ST YEAR APPLICANTS AND 1ST YEAR POSTGRADUATE STUDENTS

NO PLACE, NO PAY:

If you are a prospective first year Undergraduate or Postgraduate student and your offer of a place at your preferred University or Higher Education Institution is withdrawn by the University or Higher Education Institution because you do not achieve the required entry grades, you will be eligible to be released from this agreement.

You must provide written evidence from the University that you do not have a place **within 3 calendar days of your results being published** (and no later than 28th August, whichever date is sooner). We will release you from the contract without penalty and refund the deposit paid.

You may also be eligible to be released from this agreement if you are a prospective first year Undergraduate student and you choose to go to a different university because you have exceeded your expected grades.

To apply to be released from this agreement in the circumstances referred to above, you must:

- send an email from the email account you booked with to: salesenquiries@wearehomesforstudents.com or to your property email address if already in residence confirming that you wish to cancel your booking, stating your full name, details of the property booked;
- send the written rejection letter from your chosen university/college or UCAS, a screen shot of your UCAS status which confirms that the required results were not achieved, or a copy of the proof of acceptance of your new university by UCAS adjustment.

These document(s) must be received by us within **3 calendar days** (and no later than 28th August, whichever date is sooner) from the date your results are published.

On receipt of the required documentation, it will be verified and, provided we are satisfied, we will cancel your agreement and process the refund of your deposit in full within 30 days.

If you fail to provide the information within 3 days, you will be required to provide 4 weeks' notice and will remain liable for any rent due during this notice period.

2ND YEAR & SUBSEQUENT YEAR STUDENTS

You can cancel your tenancy agreement for **up to 7 calendar days** after the date of the booking, which is known as the Initial Cancellation Period, or 'Cooling Off Period', by sending an email to salesenquiries@wearehomesforstudents.com or to your property email address if already in residence.

Providing your booking is cancelled within this Initial Cancellation Period, we will refund your full security deposit.



Please note, refunding the deposit after cancelling the booking may take a number of weeks depending on where it is up to in the process of securing it with the tenancy deposit scheme. If it has already been issued to the tenancy deposit scheme at the point of cancellation, they work to their own timeline and we **cannot influence** the speed of the refund from them.

Outside of the Cooling Off Period, termination of your tenancy agreement will only be authorised if a suitable replacement tenant is found, if any applicable legal notice that applies under current legislation is issued, or if your place at your University or Higher Education Institute is withdrawn.

To apply to be released from this contract if you do not achieve the required grades or your place at university is withdrawn, you must:

- send an email from the email account you booked with to: salesenquiries@wearehomesforstudents.com or to your property email address if already in residence confirming that you wish to cancel your booking, stating your full name, details of the property booked;
- send a letter from your university/college which confirms that the required results were not achieved, or that your place has been withdrawn.

These document(s) must be received by us within **3 calendar days** from the date you receive this confirmation.

On receipt of the required documentation, it will be verified, and provided we are satisfied, we will cancel your agreement and process the refund of your deposit in full within 30 days. If it has already been issued to the tenancy deposit scheme at the point of cancellation, they work to their own timeline and we **cannot influence** the speed of the refund from them.

If you fail to provide the information within 3 days, you will be required to provide 4 weeks' notice and you will remain liable for any rent due during this notice period.

INTERNATIONAL VISA APPLICANTS ONLY

NO VISA, NO PAY:

Before your tenancy period has commenced:

Should you fail to be granted your Visa **before the occupation contract has commenced**, you must:

- send an email from the email account you booked with to: salesenquiries@wearehomesforstudents.com or to your property email address if already in residence confirming that you have failed to obtain the required Visa and that you wish to cancel the contract, stating your full name, details of the property booked; and
- send the official notification of Visa failure that you have received from UK Visas & Immigration.



These document(s) must be received by us within **3 calendar days** from the date you receive this notification, and **MUST** be received before 1st September for academic year bookings.

If this confirmation is not received by this date and your tenancy period has started, you will be required to give 4 weeks notice and liable for the rent from the start of the tenancy, until the end of the notice period.

Providing we receive the correct documentation in the stated time period, you will be released from the tenancy agreement and your deposit will be refunded.

After your tenancy period has commenced:

If your tenancy has already started and you have NOT collected your keys, you will be charged rent from the Tenancy Start Date up to the date you provide evidence that your visa has been refused. This is subject to a 4-week notice period, during which you will remain liable for rent payments.

If your Visa is revoked after collecting the keys you must notify the property team immediately (within 48 hours of receiving official notification) by emailing salesenquiries@wearehomesforstudents.com or your property email address if in residence.

You will be required to provide written or email confirmation that the Visa has been revoked by providing official documentation from UK Visas & Immigration, and a letter from the University confirming your release and you will be unable to remain at the property.

CAN I CANCEL MY CONTRACT ONCE I HAVE MOVED INTO THE ACCOMMODATION?

You can only cancel your contract once you have moved in in very limited circumstances if your student status is suspended or withdrawn. You must provide satisfactory evidence to support this. Cancellations will not be accepted in any other circumstances.

CANCELLING DUE TO LOSS OR SUSPENSION OF STUDENT STATUS

You may terminate your tenancy agreement if:

- You have withdrawn from, been excluded from, or refused admission to your institution; or
- You have been absent from your course for more than 60 days **due to illness** and have agreed with your institution to suspend your studies.

In these circumstances, you must inform us in writing of your intended departure date, providing at least 4 weeks' notice, and submit satisfactory supporting evidence (normally written confirmation from your university will suffice).

- Send an email to: salesenquiries@wearehomesforstudents.com or to your property email address (if already in residence), confirming that you wish to cancel your occupation contract.
- Include your full name and details of the property booked;
- Provide medical evidence (e.g. a letter from your doctor), if applicable;
- Confirm intended departure date;



- Provide a letter from your university or college confirming that your student status has been suspended or withdrawn.

SENSITIVE OR EXCEPTIONSAL SPECIAL CONDITIONS

You can submit a request in writing, or by email to salesenquiries@wearehomesforstudents.com or your property email address with supporting evidence (including medical information or supporting information from your place of study as appropriate), to the Special Conditions Panel for your case to be reviewed.

The Panel will review your request and make consideration of your circumstances. Once the Panel has reached its decision, both you and your guarantor will be notified in writing. The Panel aims to confirm a decision within 10 working days* and is final.

*This can sometimes take longer due to additional Landlord approval requirements.

REPLACEMENT TENANTS

While we will always do what we can to assist, it is not the obligation of Homes for Students or the landlord to find a replacement tenant to take over the contract.

The tenant is responsible for ensuring the room is suitable to be re-let, and it must be in the same clean and lettable condition as it was when the tenant took occupation and that it is available for viewings to allow it to be re-let.

The deposit paid is non-transferable and cannot be moved to another tenant, or to another year.

The 'Cooling Off Period' must have passed, or the new tenant have paid their rent and moved into the accommodation before the original tenant is released from their contractual obligations under the occupation contract. If the new booking is cancelled by the replacement tenant during their 7 day Initial Cancellation Period, you remain liable for the rent until another replacement tenant is found.

Once we have accepted the replacement tenant, or the end of any legal notice period that applies under current legislation has passed, you must return the room key to the property office within 5 working days.

You will need to confirm your contact details to the property team before moving out to ensure you can be notified.

COMPLAINTS

If you are not satisfied that Homes for Students have complied with this policy and wish to complain, our complaints policy gives information on what you should do, together with details of how we will handle your complaint.