



TERMINATION OF STUDENT TENANCY (CANCELLATION) POLICY

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, and UKStudentHouses) will handle a request to cancel a booking or terminate a Tenancy Agreement. 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 tenancy agreement 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 tenancy agreement 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 a Tenancy Agreement, 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 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’.

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, and we **cannot influence** the speed of this refund.

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

If a tenant wishes to cancel the booking after the Initial Cancellation Period ('Cooling Off Period') has passed, the tenant remains liable for the rent for the whole length of the contracted tenancy 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 a Tenancy Agreement with any replacement tenant that is suggested by any existing tenant, or its representative or agent under this provision.

Rooms that are re-let to a new tenant may be re-let at the current market rate, and not necessarily at the rate the room was previously sold at. This will be the decision of Homes for Students.

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 tenancy.

If a suitable tenant is found and the room is re-let, we will refund the security deposit, less any appropriate charges, as well as a deduction of £50 for the variation of the contract. Please note, £20 will be deducted from the refunded amount to cover international bank charges for deposit refunds made to non-UK banks.

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 tenancy agreement. 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.

Cancelling after the Initial Cancellation Period ('Cooling Off Period'), 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 contracted tenancy 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 a Tenancy Agreement with any replacement tenant that is suggested by any existing tenant, or its representative or agent under this provision.

Rooms that are re-let to a new tenant may be re-let at the current market rate, and not necessarily at the rate the room was previously sold at. This will be the decision of Homes for Students.

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 tenancy.



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.

If a suitable tenant is found and the room is re-let, we will refund the security deposit, less any appropriate charges, as well as a deduction of £50 for the variation of the contract. No £50 charge will be made for tenancies coming to an end after any applicable legal notice period that applies under current legislation and the deposit will be refunded. Please note, £20 will be deducted from the refunded amount to cover international bank charges for deposit refunds made to non-UK banks.

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 tenancy agreement. 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.

REPUBLIC OF IRELAND ONLY - CANCELLATION POLICY

As detailed in the Licence to Reside:

Cancellation Prior to Commencement of Licence Agreement:

If the booking is cancelled within 24 hours of signing the licence the Licensor agrees not to hold you liable for the full term of your contract..

Cancellation after confirmation.

Where the Licence is cancelled or revoked after payment is receipted all monies will be forfeited.



1ST YEAR APPLICANTS AND 1ST YEAR POSTGRADUATE STUDENTS ONLY

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 may 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 remain liable for the rent for the whole length of the contracted tenancy until another tenant that is acceptable to the landlord is found and the room is able to be re-let.



2ND YEAR & SUBSEQUENT YEAR STUDENTS

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.

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, and we **cannot influence** the speed of this refund.

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 because you do not achieve the required grades to proceed into your next year.

To apply to be released from this contract if you do not achieve the required grades and 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, and 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.

If this confirmation is not received until after your tenancy period has started, you will be liable for the rent from the start of the tenancy until another tenant that is acceptable to the landlord is found and the room is able to be re-let.

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 calendar days, your deposit will not be refunded, and you will remain liable for the rent for the whole length of the contracted tenancy until another tenant that is acceptable to the landlord is found and the room is able to be re-let.

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



INTERNATIONAL VISA APPLICANTS ONLY

NO VISA, NO PAY:

Before your tenancy period has commenced:

Should you fail to be granted your Visa **before the tenancy agreement 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 tenancy agreement, 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 20th September for academic year bookings.

If this confirmation is not received by this date and your tenancy period has started, you will be liable for the rent from the start of the tenancy until another tenant that is acceptable to the landlord is found and the room is able to be re-let.

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 period has already commenced, and you have NOT collected your keys you will be held rent liable until a suitable replacement tenant is found.

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.

You will be unable to remain at the property however will be held rent liable until a suitable replacement tenant is found, or until the end of any applicable legal notice period that applies under current legislation.



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

No, you cannot cancel your tenancy agreement once you have moved in, even if you have terminated your university/college course.

You will need to move out of the accommodation as you will no longer be eligible to live in the student accommodation, but you will remain liable for the remaining rent charges for the entire duration of the tenancy agreement, until the end of any applicable legal notice period that applies under current legislation, or 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 a Tenancy Agreement with any replacement tenant that is suggested by any existing tenant, or its representative or agent under this provision.

Rooms that are re-let to a new tenant will be at the current market rate, and not necessarily at the rate the room was previously sold at.

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 tenancy.

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.

If a suitable tenant is found and the room is re-let, we will refund the security deposit, less any appropriate charges, as well as a deduction of £50 for the variation of the contract. No £50 charge will be made for tenancies coming to an end after any applicable legal notice period that applies under current legislation and the deposit will be refunded. Please note, £20 will be deducted from the refunded amount to cover international bank charges for deposit refunds made to non-UK banks.

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 tenancy agreement. 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.

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.

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.



SPECIAL CONDITIONS

Medical:

You can request to terminate your tenancy agreement if you have an existing medical condition that renders you medically unable to continue at university **and this medical condition is recorded on your application prior to a room offer being made.**

You (or a legal guardian, or representative) must:

- send an email to: salesenquiries@wearehomesforstudents.com or to your property email address if already in residence confirming that you wish to cancel the tenancy agreement on medical grounds, stating your full name, details of the property booked;
- send medical proof (e.g. letter from doctor) with your request;
- send proof of withdrawal or deferral from the University.

You will be liable for a minimum of 4 weeks' rent or to the end of the current rent period, whichever is the longer. For the avoidance of doubt, a rent period is the full contract value up to the fixed end date divided into 3 equal instalments, regardless of the instalment option that was chosen by you at the outset.

If you have a medical condition that is not recorded on your application, you will remain liable for the rent until the end of the fixed tenancy end date, or until a suitable replacement tenant is found and the room is re-let.

Sensitive or Exceptional 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.

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.