

## TERMINATION OF STUDENT TENANCY POLICY

**This document sets out how Prestige Student Living will proceed with a request to cancel a reservation 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.**

### **What type of tenancy do I have?**

Your tenancy agreement is a legal contract between you as the tenant and Prestige Student Living. 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.

### **Can I cancel my booking?**

1. If we are not able to offer you a room at the time of application we will usually advise you within 5 working days of receipt of the application and no payment will be due to us.
2. If we offer you a room but you do not accept the terms and conditions online, your application will lapse after 5 days during normal periods, 3 days during our peak selling period (July) and 1 day during the clearing period (August and September).
3. If you accept an offer of accommodation online or by signing a Tenancy Agreement then decide you wish to cancel this agreement, we will only accept cancellation if the following applies:
  - a. You can cancel your application up to 14 days after the date your booking is confirmed (the Initial Cancellation Period). For bookings made from 1st August to 30th September, the Initial Cancellation Period reduces to 7 days. As confirmed in your agreement, we will refund the full security deposit (£50 to £250).

Please note, £20 will be deducted from the refunded amount to cover international bank charges for deposit refunds made to non-UK banks under these circumstances.

4. If you accept an offer of accommodation online or by signing a Tenancy Agreement, and then decide you wish to cancel outside of the Initial Cancellation Period, the following applies:
  - a. You remain liable for the weekly rent (for each and every week or part week) until you are able to find another tenant that is acceptable to Prestige Student Living and we are able to re-let the room. The replacement tenant must be over the age of 18 and have the necessary student status (it is your responsibility to find another tenant and provide them with the correction information). If you find a suitable replacement tenant and the room is re-let we will refund your deposit, less any appropriate charges and a deduction of £50 which is charged for administration.
  - b. If we are able to re-let the room on your behalf we will release you from the agreement upon payment of a £250 release fee which we will recover by retaining your deposit (which will not, therefore, be returned). If you have paid a different amount as a deposit (such as £50 or £150) then this is the amount that will be retained.
5. If we offer you a room and you accept online or by signing a Tenancy Agreement and you collect the keys before choosing to cancel, we will only accept your cancellation under the following conditions:

- a. You find another tenant for the room who is acceptable to Prestige Student Living, over the age of 18 and with the necessary student status (it is your responsibility to find another tenant for the remainder of the tenancy agreement).
  - b. You will remain liable for the weekly rent (for each and every week or part week) until the room is re-let to an acceptable tenant.
  - c. If the room is re-let we will refund your deposit, less any appropriate charges and a deduction of £50 which is charged for administration.
  - d. You will be responsible for ensuring the room is suitable to be re-let and available for viewings.
6. If we offer you a room and you accept and stay in the accommodation throughout the whole tenancy period, the deposit is held by the Deposit Protection Service (DPS). If there are no charges or arrears at the end of the tenancy, the full deposit will be refunded (see returning of deposit process).

Please note, if you move out early before the tenancy has ended you will not be able to claim back the deposit until the official tenancy end date.

### **1st Year Applicants and 1st year Postgraduate Students ONLY**

If you are a prospective first year Undergraduate or Postgraduate student and your offer of a place at your preferred University or Higher Education Institute is withdrawn by the University or Higher Education Institute 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 days of your results being published** (and no later than 1st September, whichever date is sooner) and 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 will need to supply us with a copy of:

- a written or email confirmation that you wish to cancel your reservation, stating full name and full details of the property booked;
- a 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** 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 refund your deposit in full within 30 days.

**If you fail to provide the information within 3 days, your deposit will not be refunded and you may be held rent liable.**

### **2nd Year & Subsequent Year Students**

You have a short period after signing the tenancy agreement during which you may cancel without liability. This period is known as the cooling off period or Initial Cancellation Period and commences once the terms and conditions have been accepted. You then have 14 days in which to cancel. You must give us written notice (by post or email) that you wish to cancel your tenancy agreement.

Outside of the cooling off period, termination of your tenancy agreement will only be authorised if a suitable replacement has been found by the tenant (see section 4 above). In addition, the deposit paid is non-transferable and cannot be moved to another applicant or another year.

### **International Visa Applicants Only – Tier 4**

Should you fail to be granted your Visa before the tenancy agreement has commenced you will need to inform the property by email or in writing within 7 days of receipt of your official notification that you have failed to obtain the required Visa and that you wish to cancel the agreement.

Alongside the request to terminate your tenancy agreement, you must also supply the official notice that you have received from UK Visas & Immigration.

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.

If your tenancy has already commenced, and you have NOT collected your keys, you will be charged for the period from the 'Tenancy Start Date' to the date you provide us with evidence that you have not been granted a Visa.

If your Visa is revoked after collecting the keys you will need to notify the property immediately (no more than 48 hours after receiving official notification). You will also be required to provide written or email confirmation that the Visa has been revoked by providing official documentation from the UK Visas & Immigration office and a letter from the University confirming your release.

You will be unable to remain at the property however will be held rent liable for fees until a suitable replacement student is found.

### **Can I terminate my tenancy once I have moved into the accommodation?**

No, you cannot terminate 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, but you will remain liable for the remaining rent charges until the end of the fixed term period, or until you find a suitable replacement student.

Once we have accepted the replacement student, you must return the room key to the property office within 5 working days of receiving notification and you will need to confirm your contact details to the property team before moving out to ensure you can be notified.

If the room is re-let we will refund your deposit, less any appropriate charges and a deduction of £50 administration fee.

### **Special Conditions**

#### **Medical:**

You can 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 will need to submit a request in writing or email to the Property Manager and we will require medical proof (e.g. letter from doctor) with your application. 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 you find a replacement who is acceptable to Prestige Student Living.

#### **Sensitive Special Conditions:**

You can submit a request in writing or by email with supporting evidence via the Property Manager 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's decision can take up to 10 working days and is final.

#### **Tenancy Length Changes:**

If you wish to change your tenancy length to one of the other options available at your chosen site, you are able to do so without restriction and without charge up until the 1st August. After this date you will be unable to shorten your tenancy length, but can still choose to extend it without charge up until the next contract start date.

#### **Complaints**

If you are not satisfied that Prestige Student Living 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.