

Cancellation Policy

Premier Student Halls / Warwick Place Ltd

This policy explains how to cancel your booking with us, what happens to the money you have paid, and the limited circumstances in which we may cancel your tenancy. It should be read alongside your tenancy agreement and payment plan, which together form the contract between you and your landlord. Where your university operates its own cancellation arrangements, those may take precedence over this policy.

How to cancel

If you wish to cancel your booking, you must tell us in writing at hector@duncan-smithgroup.com or shelly@duncan-smithgroup.com. We strongly recommend you contact us as early as possible, as the date we receive your written notice determines how this policy applies and what is returned to you.

Cancellations will not be accepted through a third party unless the accommodation was booked through that same third party, or we have given prior written permission.

Your deposit

Our deposit is **£250**. Before 31 March each year, we ask for **£100** of this to be paid as a holding deposit to confirm that you intend to book your student accommodation with us. The balance of the deposit, and your rent, then become payable as set out in your tenancy agreement and payment plan.

Cancellation at a glance

The table below summarises this policy. The full terms in the sections that follow take precedence in the event of any difference.

When you cancel	What happens
September to the end of March	Your holding deposit and deposit are refunded in full, with no penalty.
March to the end of July	A 14-day grace period applies from the date your deposit is paid. Cancel within the 14 days for a full refund. After the 14 days, your deposit is non-refundable.
August and September (the run-up to your tenancy start)	Your deposit is non-refundable. You will only be released from the tenancy once a suitable replacement tenant is found (or, for a first-year student, where the university withdraws its offer). A £50 administration fee applies on release.
After the tenancy start date	Your deposit is non-refundable, and you remain liable for the rent until a suitable replacement tenant is found and the room is re-let, or the tenancy ends under current legislation. A £50 administration fee applies on release.
Visa refused (through no fault of yours)	Tell us within 72 hours with evidence. Released with a full deposit refund if before your tenancy starts. If you tell us on or after the tenancy start date, you remain responsible for the rent for the whole tenancy unless a suitable replacement is found and the room is re-let (see No Visa, No Pay).

Cancelling between September and the end of March

If you cancel at any time from the start of the booking period in September up to the end of March, any holding deposit or deposit you have paid will be refunded to you in full, with no penalty.

Cancelling between March and the end of July

Bookings made in this period are subject to a 14-day **grace period**, which runs from the date your deposit is paid.

If you cancel **within** the 14-day grace period, your deposit will be refunded to you in full, with no penalty.

If you cancel **after** the 14-day grace period, you may still cancel, but your deposit is **non-refundable**. The tenancy agreement will be terminated.

Cancelling during August and September

August and September are our peak period, in the run-up to tenancies beginning. If you book or cancel during this period, your deposit is **non-refundable**. You will also only be released from your tenancy obligations in one of the following circumstances.

A suitable replacement tenant is found

You will be released once a suitable replacement tenant is found and accepted by us. To be suitable, the replacement tenant must:

- be a full-time student at one of the universities within the council tax area;
- be eligible to rent in the UK; and
- complete our booking process, providing all of the information, paperwork, payments and guarantor details we require.

A **£50 administration fee** for varying your contract applies, and will be deducted from any monies due to be returned to you. Your deposit remains non-refundable in these circumstances.

You are a first-year student and your chosen university withdraws its offer

If you are a first-year student and your chosen university withdraws its offer of a place, you may cancel without penalty. You must provide the relevant documents or emails from the university within 72 hours of receiving them yourself.

No Visa, No Pay

If your visa application is refused through no fault of your own, you may be released from your tenancy under this No Visa, No Pay clause. You must notify us in writing as soon as possible, and in any event within 72 hours of receiving your refusal notice, and provide official evidence of the refusal (for example, a letter from the Home Office, embassy or your

university confirming the refusal, clearly showing your full name and the date of issue). How much you are released from depends on when you tell us.

Before your tenancy starts (and before you collect your keys)

If we receive acceptable evidence within the time limit and before your tenancy start date, we will cancel your tenancy agreement and refund your deposit in full, with no penalty.

On or after your tenancy start date

If you do not make us aware of the refusal until on or after your tenancy start date, you will remain responsible for the rent for the **whole of the tenancy term**, whether or not you have collected your keys or moved in. However, we will **not** hold you responsible for the full term if we are able to find a suitable replacement tenant. Once a replacement is found and the room is re-let, you will be released from the tenancy and your liability for the rent will end on the start date of the new tenancy. You must notify us as soon as possible, and within 72 hours of receiving official notification, so that we can start looking for a replacement and limit your liability. For this reason we strongly encourage you to tell us before your tenancy starts, so that you can instead be released and refunded under the section above.

This clause covers a genuine visa refusal that is not your fault. It does **not** apply where you choose to cancel your visa yourself, or where your visa is revoked because of your own conduct or for legal reasons; in those cases the normal cancellation policy above applies. Where your deposit has already been sent to the deposit protection scheme, your refund will come directly from the scheme and can take up to 60 days to process.

Cancellation by us before the tenancy start date

We reserve the right to cancel your tenancy before the tenancy start date if you do not comply with the terms and conditions of your tenancy agreement, including where:

- your holding deposit, deposit or rent is not paid as set out in the tenancy agreement and payment plan;
- information about your student status is incorrect (you must be a full-time student who is exempt from council tax);
- you do not have the right to rent in the UK;
- you have supplied false or inaccurate information;
- you have chosen to pay by instalments and have not provided a suitable UK guarantor;
- you or your guarantor use threatening behaviour towards any member of our staff during the pre-tenancy period; or
- you or your guarantor use social media to publish anything considered harmful to the landlord during the pre-tenancy period.

In these circumstances you will remain liable for the rent under the tenancy agreement until a suitable alternative tenant is found.

Cancellation after the tenancy start date and replacement tenants

If you wish to cancel or transfer your tenancy after the tenancy start date, you will only be released from your tenancy obligations once a suitable replacement tenant is found and the

room is re-let. Until then, you remain liable for the rent (for each and every week, or part week) until the start date of the new tenancy, or until the tenancy ends under any applicable legal notice period in force under current legislation.

To be accepted, the replacement tenant must:

- have paid their own deposit directly to us;
- have signed the tenancy agreement;
- be a student within the council tax area and have provided this information to us;
- have the right to rent in the UK;
- have provided a suitable guarantor, if paying by instalments; and
- have paid the landlord, in cleared funds, the first or full rent instalment.

We do not accept replacement tenants without our prior agreement, and we are under no obligation to enter into a tenancy agreement with any replacement tenant suggested by you or your representative. Any person living in the halls without a tenancy agreement with us will be asked to leave and treated as a trespasser, and any legal or administrative costs that arise will be passed to the tenant who holds the agreement with the landlord.

Once a suitable replacement tenant is found and the room is re-let, any rent you have paid that relates to the new tenant's tenancy period will be refunded to you, less a **£50 administration fee** for varying your contract. Your deposit follows the deposit rules above: it is non-refundable once your tenancy has started, and is otherwise dealt with at the end of the tenancy through the deposit protection scheme, less any deductions for cleaning, clearing or repairing tenant damage.

If we have to use an agent, paid advertising or a rent reduction to find a replacement tenant, you will be liable for that cost to the landlord. The deposit is non-transferable and cannot be moved to another tenant or to another year.

If anything in this policy is unclear, please contact us before cancelling so that we can talk through your options.