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## The Occupier(s) must read the License agreement and Residential Regulations in full before completing the Student Portal.

### Last Updated

January 07, 2021

### Created By:

The Licensor

### For Review By:

The Occupier(s)

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This document sets out the Study Inn Cancellation Policy.

The Occupier acknowledges that by signing the Student Portal, you enter into a legally binding agreement under which you agree to be bound by its terms and by the terms of this 'Cancellation Policy'.

Defined terms in this Policy are as those defined in the Agreement.

Note; Cancellation will only be valid once Study Inn have received notice by email together with any details required by Study Inn.

## 1.1 In respect of a 'Block Booking'

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- a. Cancellations in respect of Block Bookings will only be accepted at the sole discretion of Study Inn.
- b. All payments of License Tariffs due in respect of block bookings will remain payable without refund unless Study Inn confirm otherwise in writing.

## 2.1 In respect of individual room bookings

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The initial payment is an Advanced Rent Payment which will be used against rent charges once the period of the License starts.

- a. Up to 10 weeks before commencement of the period of the License:
  - i. The Agreement can be cancelled by the Occupier giving Study Inn written notice of the cancellation.
  - ii. In these circumstances there will be no transfer of the Agreement fee and the amount paid to Study Inn will be returned to the Occupier in full.

- b. Less than 10 weeks before commencement of the period of the License: -
- i. The current Occupier will have no right to terminate the Agreement, unless a Replacement Occupier can be found to take over the Agreement.
  - ii. The current Occupier is obligated to find the Replacement Occupier.
  - iii. In circumstances where a Replacement Occupier IS NOT FOUND, the current Occupier will not be released from the current Agreement and will remain liable for the full contractual Occupation Tariff.
  - iv. In circumstances where a Replacement Occupier IS FOUND for the Agreement
    - i. the current Occupier will be released from the Agreement with effect from the start date of the new Occupier's Agreement, upon payment of a £50 transfer of the Agreement fee which will be deducted from monies paid to Study Inn.
    - ii. the current Occupier will lose any entitlement to discount offered at the time of the booking and any refund due will be calculated on the basis of liability for the full Occupation Tariff.
    - iii. the current Occupier agrees that Study Inn may employ the services of an Agent to find a Replacement Occupier. If the Replacement Occupier is found by an Agent, the current Occupier will be liable for commission due to the Agent and any refund due will be calculated in the basis of liability for the full Occupation Tariff.

Cancellation due to special circumstances:

- i. The current Occupier will have the right to terminate the Agreement if their VISA has been declined and the Occupier is denied entry in to the United Kingdom. The Occupier must give Study Inn written notice of the cancellation and provide proof of the declined VISA. The written notice must be received no later than 14 days prior to the start of the Agreement.

In these circumstances, there will be a £50 transfer of the Agreement fee, which will be deducted from the monies paid to Study Inn. The remainder of the payments made to Study Inn will be returned to the Occupier and the Occupier will be released from the Agreement.
- ii. The current Occupier will have the right to terminate the Agreement if their University application has been declined and the Occupier is denied studying at the university in the United Kingdom. The Occupier must give Study Inn written notice of the cancellation and provide proof of the declined University application. The written notice must be received no later than 14 days prior to the start of the Agreement.

In these circumstances, there will be a £50 transfer of the Agreement fee, which will be deducted from the monies paid to Study Inn. The remainder of the payments made to Study Inn will be returned to the Occupier and the Occupier will be released from the Agreement.
- iii. The current Occupier will have the right to terminate the Agreement if the Occupier is unable to arrive due to travel restrictions imposed by the Government due to the COVID-19 virus. The Occupier must give Study Inn written notice of the cancellation, provide proof of not being able to travel due to the COVID-19 virus and also an official letter from the University confirming that the Occupier will not be enrolled as a student at the University for the new academic year. The written notice must be received no later than 14 days prior to the start of the Agreement. Required quarantine/self-isolation due to the COVID-19 is not considered a travel restriction.

In these circumstances, there will be a £50 transfer of the Agreement fee, which will be deducted from the monies paid to Study Inn. The remainder of the payments made to Study Inn will be returned to the Occupier and the Occupier will be released from the Agreement.

- iv. The current Occupier will have the right to defer the start of the Agreement if the start of the new academic year is delayed. In these circumstances, the start of the Agreement will be deferred to the first day of the month in which the new academic year starts. The Occupier must give Study Inn written notice to move the start of the Agreement and provide proof of the start of the academic year being delayed. The written notice must be received no later than 28 days prior to the start of the Agreement. Required quarantine/self-isolation due to the COVID-19 is not considered as a reason to defer the start of the new academic year.  
  
In these circumstances, the monies paid to Study Inn will remain in place and the length of the Agreement will be adjusted accordingly (the end of the Agreement remains the same). During the period of the delayed occupation, the room will be available to be secured by other Occupiers. Should the desired room type become fully booked, an alternative room type will be offered in the first instance. In the circumstances of an alternative option not being available, the Agreement will be terminated by Study Inn with full credit being processed.
- c. During the period of the License Agreement:
  - i. The current Occupier will have no right to terminate the Agreement, unless a Replacement Occupier can be found to take over the Agreement.
  - ii. The current Occupier is obligated to find the Replacement Occupier.
  - iii. In circumstances where a Replacement Occupier IS NOT FOUND, the current Occupier will not be released from the current Agreement and will remain liable for the full contractual Occupation Tariff.
  - iv. In circumstances where a Replacement Occupier IS FOUND for the Agreement
    - i. the current Occupier will be released from the Agreement with effect from the start date of the new Occupier's Agreement, upon payment of a £50 transfer of the Agreement fee which will be deducted from monies paid to Study Inn.
    - ii. the original Occupier will lose any entitlement to discount offered at the time of the booking and any refund due will be calculated on the basis of liability for the full Occupation Tariff.
    - iii. the current Occupier agrees that Study Inn may employ the services of an Agent to find a Replacement Occupier. If the Replacement Occupier is found by an Agent, the current Occupier will be liable for commission due to the Agent and any refund due will be calculated in the basis of liability for the full Occupation Tariff.
    - iv. high value damages will be dealt with as described in the Residential regulations.

## 3.1 In respect of any storage Tariff paid

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- a. Applicable where storage is in a bedroom.
- b. Only applicable to re-bookers
- c. The booking of storage for current students will be subject to all terms under clause

**YOU MUST AGREE TO THE TERMS OF THIS DOCUMENT VIA THE STUDENT PORTAL, ON COMPLETION YOU ARE AGREEING YOU HAVE READ AND UNDERSTAND THE TERMS UNDER THE CANCELLATION POLICY.**