

# Bristol Street

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# Student Accommodation

## Cancellation Policy

### **HOLDING DEPOSIT**

Upon making your booking with Pennycuick Collins you will be asked to pay a holding deposit. Payment of the holding deposit constitutes your acceptance that the holding deposit is retained to secure your room in accordance with the terms and conditions below.

Once your tenancy commences (i.e. the start date of your tenancy agreement) your holding deposit will be converted to your refundable security deposit and, in accordance with the Housing Act 2004, will be registered in an approved tenancy deposit protection scheme – we utilise the ‘Tenancy Deposit Scheme’ (TDS).

Your deposit will be refunded to you at the end of your tenancy **if** there are no outstanding arrears or damage to your room and/or communal areas.

### **CANCELLATION BY YOU - 14 DAY COOLING OFF PERIOD**

If you choose to cancel your booking with Pennycuick Collins, you have 14 calendar days after signing the Tenancy Agreement to get a full refund of your holding deposit.

If you have made your booking less than 14 days before your scheduled check-in date, your cancellation period is valid up to the day before your check-in date only.

**To action your cancellation** you must send an email to: [Bristolstreet@pennycuick.co.uk](mailto:Bristolstreet@pennycuick.co.uk) .

Pennycuick Collins will refund your Holding Deposit within 28 calendar days of cancellation.

### **PERIOD BEFORE YOU ENTER INTO YOUR TENANCY AGREEMENT**

The Landlord and Pennycuick Collins reserve the right to not return your Holding Deposit and cancel your booking on notice if:

1. We take all reasonable steps to enter into the Tenancy Agreement before the deadline and you fail to do so, for example, if you fail to complete your application or provide guarantor details and supporting documentation in good time.
2. You provide us with relevant false or misleading information

3. You are prohibited from entering into the Tenancy Agreement because of the Immigration Act 2014.

### **CANCELLATION AFTER YOUR 14 DAY COOLING OFF PERIOD**

If you cancel your booking after the 14 calendar day cool off period the holding deposit will not be refunded and you, and your guarantor, if, will be required to meet the obligations set out within the Tenancy Agreement regardless of whether you have collected your keys/the tenancy has commenced.

If you are able to find an eligible replacement tenant, subject to our agreement, you will be released from the contractual obligations as set out in the Tenancy Agreement once the replacement tenancy has taken effect. Any overpaid rent will be refunded to you. Your deposit will be retained as a cancellation fee. The site team will confirm your official release date.

If you can provide proof that you fit into any of the following criteria we may agree to release you from your contract where:

- Your UK Visa application has been denied
- Extenuating circumstances mean you cannot undertake the tenancy e.g. ill-health
- You did not get your university place accepted and as a result are not moving to a university within Birmingham (see below).

### **1ST YEAR STUDENTS WHO DO NOT GET A PLACE AT UNIVERSITY**

You may be eligible to be released from your agreement, If you are a first year prospective undergraduate student and your offer of a place at your preferred university/higher education institution is withdrawn as a result of you not achieving the required entry grades or you have surpassed your required entry grades and choose to go to a different University. In order to meet the criteria you will need to provide:

- A written rejection letter from your chosen university/higher education institute within 72 hours of your exam results being published
- (If applicable) a copy of the acceptance letter from your new university.

### **CANCELLATIONS AFTER YOU HAVE MOVED INTO THE ACCOMMODATION**

We hope you have a happy stay in your accommodation, but if, for any reason you decide to leave during your contracted term, the landlord may agree to release you from your contract providing the conditions set out below are met:

That you find a suitable replacement to take a new Tenancy Agreement for your room for the remaining period of your contract, and the replacement is vetted and agreed upon with the accommodation manager.

- Replacement tenants must be 18 years old or over and enrolled as a full-time student in a university or college in proximity to the accommodation.
- The incoming tenant must enter into a Tenancy Agreement with us and pay sums due within this agreement.
- The incoming tenant, where reasonable, must provide a suitable Guarantor. The Guarantor must accept the Terms and Conditions set out in the Tenancy Agreement.
- Refunds due will not be processed until the replacement taking over the contract has signed the Tenancy Agreement, paid and moved into the accommodation.

If you fail to find someone to take over your tenancy, you will be responsible for paying the full rent

#### **CANCELLATIONS BY PENNYCUICK COLLINS OR THE LANDLORD**

Our terms and conditions require you to sign your Tenancy Agreement online within 14 calendar days of receiving the Offer of Accommodation. If you fail to sign your agreement within this timescale we may cancel your booking, giving notice by email from [Bristolstreet@pennycuick.co.uk](mailto:Bristolstreet@pennycuick.co.uk) and you will forfeit any booking fee paid if it is outside the 14 calendar day cooling off period above.

If you fail to check-in on your accommodation start date and you have not signed your agreement we may cancel your booking at any time by giving notice by email. Your holding deposit will not be refunded.

#### **ROOM AND TENANCY CHANGES**

Change to tenancy length - If you wish to change your tenancy length you will be unable to shorten your tenancy, but you can choose to extend subject to room availability.

Room swaps - If you wish to upgrade your room or move to an equivalent room type as your original choice, you can do so subject to room availability.

These terms and conditions shall be governed in accordance with the laws of England and Wales.