



1.CANCELLATION BY YOU – CANCELLATION WITHIN THE COOLING OFF PERIOD

If you choose to cancel your booking with Premier Student Halls, you have until 31st May each academic year to do so and get a full refund of the Holding Deposit paid.

If you make your booking after 31st May in each academic year and you wish to cancel your booking, you will have 14 calendar days after receiving the deposit payment details to do so to get a full refund of the Holding Deposit paid.

If you have made your booking less than 14 days before your scheduled check-in date, you may cancel your booking up to the tenancy start date if this date is before the 19th August each year. If after this date, we will only refund any monies paid if a suitable alternative tenant is found.

You may cancel your booking by sending an email Shelly@duncan-smithgroup.com or Hector@duncan-smithgroup.com. Premier Student Halls will refund your Holding Deposit within 7 calendar days of cancellation. If you cancel your booking after the cooling off period has expired, you will not get your Holding Deposit returned to you and your guarantor if reasonable, will be required to meet the obligations set out within the Tenancy Agreement.

2.PERIOD BEFORE YOU ENTER INTO YOUR TENANCY AGREEMENT

Premier Student Halls reserve the right to not return your Holding Deposit and cancel your booking on notice if:

2.1 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;

2.2 You provide us with relevant false or misleading information; and/or

2.3 We are prohibited from entering to the Tenancy Agreement because of the Immigration Act 2014.

3. PERIOD FROM AND INCLUDING WHEN YOU HAVE ENTERED INTO THE TENANCY AGREEMENT - COVID- 19 CORONAVIRUS

If you have entered into the Tenancy Agreement and you cancel your booking after the cooling off period has expired, we will release you from the contract up to and including 23rd August 2021 where you meet the following criteria and can provide sufficient evidence:

- If you are a first-year prospective undergraduate student and your offer of a place at your preferred University/Higher Education institution is withdrawn because of you not achieving the required entry grades or you have surpassed your required entry grades and choose to go to a different University.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
- To provide a copy of the acceptance letter from your new university.



- If you are unable to travel to the UK due to travel restrictions as a result of Covid-19 and that travel restriction can be verified. In order to qualify, the UK Government must have suspended inbound travel from your home country or the Government of your home country must have suspended travel to the UK

Where proof is provided in accordance with these terms and conditions and to reasonable satisfaction, you will be entitled to cancel the booking and you will not be liable for the contractual obligations laid out in the Tenancy Agreement from the date of cancellation.

Failure to obtain a UK Visa

If you fail to obtain a UK Visa before the start date of your tenancy, we will cancel your Tenancy Agreement and refund any rent payments made, so long as you provide within 72 hours of receiving your official confirmation:

- Supporting official evidence that your Visa was declined
- Written confirmation that you wish to cancel your booking

Cancellation for any other reason

If you have entered into the Tenancy Agreement and you wish to cancel your booking after the cooling off period has expired and you do not fit into our eligible criteria above, you will not get your Holding Deposit returned to you, and you and your guarantor, will be required to meet the obligations set out within the Tenancy Agreement regardless of whether you have collected your keys.

If you cancel your booking and 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. Any overpaid rent will be refunded to you, less a £50 cancellation fee. The date your obligations ends will be confirmed in writing by us.

4. CANCELLATIONS AFTER YOU HAVE MOVED INTO THE ACCOMMODATION

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

4.1.1 You agree that you will not transfer or sublet the tenancy created by the Tenancy Agreement to anyone else without obtaining our written consent.

4.1.2 You find a suitable replacement to take a new Tenancy Agreement for your room for the remaining period of your contract, replacement tenants must be agreed by us in writing.

4.1.2.1 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.

4.1.2.2 The incoming tenant must enter into a Tenancy Agreement with us and pay sums due within this agreement.

4.1.2.3 The incoming tenant, where reasonable, must provide a suitable Guarantor. The Guarantor must accept the Terms and Conditions set out in the Tenancy Agreement.



4.1.3 Refunds due will not be processed until the replacement taking over the contract has signed the Tenancy Agreement, paid and moved into the accommodation.

4.1.4 If you do find someone to take over your contract, you will need to pay a £50 cancellation fee.

4.1.5 If you fail to find someone to take over your tenancy, you will be responsible for paying the full rent until the end of your contracted time at the accommodation.

5. CANCELLATIONS BY PREMIER STUDENT HALLS

If you fail to provide us with the relevant documents, guarantor details, first instalment (for termly and monthly agreements), full payment, right to rent documents, signed agreements or any other relevant information 7 days prior to your tenancy start date we may cancel your booking, giving notice by email and you will forfeit any deposit or holding deposit paid.

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. If you are outside the cooling off period, your Holding Deposit will not be refunded.

Once you have signed your Tenancy Agreement, it may only be terminated if we mutually agree to do so or in the circumstances set out above.

6. 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 without charge up until the Tenancy Start Date (Subject to room availability).

Tenancy Start Date

If you wish to change your tenancy start date, please contact your us.

Room Swaps

If you wish to upgrade your room, or move to a different room type, which is the same type as your original choice, you can do so free of charge up until the Tenancy Start Date, (Subject to room availability).

Room moves after the start date will be subject to room availability and subject to a charge of £50 for the variation of the Tenancy Agreement.

Governing Law

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

UPDATED JUNE 2021