

Policy for the Termination of University Accommodation Agreements Before The Due Date

The residential agreements offered by the Accommodation Service for University managed housing are written in clear English and explain in detail the terms and conditions of the tenancy.

HALLS

Before a student moves in

A student may cancel the residential agreement for any reason up to one week before the academic year commences. A full refund of pre-payment and/or rent will be made. If a student fails to give this notice, the date on which the Accommodation Service are made aware that the student has not taken up a residential place, (normally within the first two weeks of the residential agreement) will be used as the notice date. In these circumstances, rent will be charged to the notice date plus one weeks rent in lieu of notice and a £100 withdrawal fee.

Once a student has moved in (first 6 weeks of the residential agreement)

In the first 6 weeks of the residential agreement, a student may give one weeks notice to leave for any reason. The student will be charged to the date his/her key is returned plus a £100 withdrawal fee. If a student fails to give the appropriate notice then one week's rent in lieu of notice will be charged in addition.

After the first 6 weeks of the residential agreement

The residential agreement becomes an absolute covenant and a student will be charged rent until the end of the residential agreement, whether they leave the accommodation or are evicted from it. Students can only give notice and be released from this clause in exceptional circumstances:

- If a student secures a suitable student replacement, he/she will be charged to the night before the new student moves in plus a £100 withdrawal fee.
- If a student leaves the University, he/she will be released and charged as if he/she had left in the first 6 weeks of the agreement.
- If a student is evicted for behavioural or debt problems and the room is re-let, the evicted student will be charged to the night before the new student moves in plus a £100 withdrawal fee.
- If a student has an appeal granted for exceptional circumstances, he/she will be charged to the date he/she returns the key.

Students may appeal to the Senior Accommodation Manager, in writing if they believe it would endanger their health or welfare by continuing to live in the halls. Reasons for which exceptions may be made include, but are not limited to:

- a medical condition exacerbated by living in halls
- death or serious illness of a close relative
- pregnancy
- a student who has declared a disability whose condition worsens whilst in halls.

Written medical support may be requested in order to validate the appeal.

HEAD TENANCY SCHEME

Before signing agreement/picking up keys

A student may cancel the residential agreement before picking up the keys to the property (thereby accepting the terms of the agreement) for any reason. If a suitable student replacement is secured a full refund of caution money deposit will be made. If no replacement is found the £200 caution money deposit will be retained.

Once agreement signed and/or keys have been collected

The residential agreement is an absolute covenant and a student will be charged rent until the end of the residential agreement, whether they leave the accommodation or are evicted from it. Students can only give notice and be released from this clause in exceptional circumstances:

- If a student secures a suitable student replacement, he/she will be charged to the day before the new student moves.
- If a student is evicted for behavioural or debt problems and the room is re-let, the evicted student will be charged to the day before the new student moves in.
- If a student has an appeal granted for exceptional circumstances, he/she will be charged to the date he/she returns the key.

Students may appeal to the Senior Accommodation Manager, in writing if they believe it would endanger their health or welfare by continuing to live in the HTS property. Reasons for which exceptions may be made include, but are not limited to, a medical condition exacerbated by living in the HTS property, death or serious illness of a close relative, pregnancy or a student who has declared a disability whose condition worsens whilst in the HTS property. Written medical support may be requested in order to validate the appeal.