



# Student Booking and Cancellation Policy – Academic Year 2022/23

## Introduction

This policy gives guidance on who is eligible to make a booking and the types of booking available through Derwent Students. It also explains how a booking can be cancelled. If you have made a booking direct with Derwent Students, this policy is part of your tenancy agreement.

If you make a booking for Derwent accommodation through your university, the university's booking or allocations policy will apply, and it will take precedence over this policy.

## Who can make a booking?

You can make a booking through Derwent Students if:

- You are in full-time education
- You are not in breach of an existing tenancy agreement for any reason
- There is a suitable room available that meets your requirements

Most of our tenants are aged over 18. If you will be under 18 at the start of your proposed tenancy, then before you book you should contact direct the site where you would like to live to ensure that there will be a suitable room available for you.

Derwent Students cannot guarantee to meet applicants' preferences – although we do try. If we cannot offer your preferred choice we will contact you with an alternative room or ask you if you would like to be placed on a waiting list.

## Disability, Equality and Diversity

We will make every reasonable effort to meet the needs of students with disabilities or special needs. If you have a disability, medical condition or special need that affects your accommodation requirement please let us know in the additional notes section when you complete your application for accommodation. Applicants are encouraged to disclose any special requirements (medical, religious etc.) to enable us to provide the right room. Derwent Students may not be able to meet all needs, but we will do what we reasonably can.

We are committed to promoting equal opportunities in the provision of accommodation regardless of race, colour, nationality, ethnic and national origin, religious belief, age, gender, marital status or sexual orientation. Our accommodation is not suitable for children.

## Types of Bookings

There are three types of bookings: Book Now, Create Application and University Bookings.

**Book Now** - The majority of our bookings are made directly through Derwent Students' online system, as this is the quickest and usually the simplest method. When you complete your application online via our Book Now option, Derwent Students will automatically offer you a room depending on what your preferred choices are (this will be the nearest match if we cannot meet all your preferences). This type of booking allows you to view your tenancy agreement and pay a deposit instantly if you want to accept the offer. Your booking is confirmed and your tenancy agreement is completed when you pay your deposit and accept the terms of the tenancy agreement.

**Create Application** – This option is used if you are looking to live with a group of friends or have a special requirement that you wish to tell us about. It is also used for our agent bookings and summer bookings. Once you have completed your application, our property teams will review your application. Subject to availability, we will offer you a room based on your preferences (or the closest match). The offer will remain open for 3 days. If you want to accept the offer, you will need to pay your deposit and accept our standard terms and conditions within that 3-day period. If you miss the deadline, you will need to re-apply.

**University Bookings** – We have agreements with some universities that allow you to book through the university's application process. If you book through your university, the university will decide whether to make you an offer. Once the University has made you an offer, we will be in touch with you in order to complete your booking. If you want to accept the offer, you will need to pay your deposit and accept our standard terms and conditions by the deadline we give you (which will usually be 3 days after the date of the offer. If you miss the deadline, you will need to re-apply.

## Can I cancel my booking?

By law, a cooling-off period has to be given for many things ordered online – but a cooling-off period is not a legal requirement in contracts for residential accommodation.

Derwent Students does allow bookings to be cancelled in certain circumstances, as set out below. Derwent Students does not allow bookings to be cancelled by tenants or prospective tenants in any other circumstances.

## Cancellations during the Initial Cancellation Period

You have a short period after accepting an offer of accommodation in which you may cancel your booking. In this policy, we refer to this period as the "Initial Cancellation Period." The duration of the Initial Cancellation Period depends on when you accept the offer of accommodation.

- If you accept the offer of accommodation on or before 12<sup>th</sup> August 2022 before the start of your tenancy, the Initial Cancellation Period is three working days starting

on the day you accept the offer. Your cancellation request must reach us by the end of the third working day after you accept the offer or, if sooner, before you move into your accommodation.

- If you accept the tenancy agreement after 12<sup>th</sup> August 2022 before the start of your tenancy the Initial Cancellation Period is one working day starting from the day you accept the offer of accommodation. Your cancellation request must reach us by the end of the next working day after you accept the offer, or, if sooner, before you move into your accommodation.

To cancel during the Initial Cancellation Period, You must give **notice in writing to the site office** of the property you have booked. The notice may be sent by post or email, but not SMS. The notice must **state clearly that you are cancelling your booking** (for example, an email saying that you are reconsidering whether university is right for you will not be treated as a cancellation notice). The notice must arrive at the site office within the Initial Cancellation Period.

## Cancellations at other times

After expiry of the Initial Cancellation Period, there is no right to cancel, but your landlord may agree (in the landlord's discretion) to accept a cancellation if any of the following circumstances apply.

- You are a first-year or a prospective student and your offer at your first choice of University\Higher Education Institution has been withdrawn as a result of you not meeting entry requirements. You must put your request in writing to [Info@derwentstudents.com](mailto:Info@derwentstudents.com) for the attention of the Regional Manager and send us supporting evidence from the University or UCAS within three working days of receiving notification that your offer of a place on the course has been withdrawn.
- Your UK Visa application has been refused. You must put your request in writing and send us supporting evidence within five working days to [Info@derwentstudents.com](mailto:Info@derwentstudents.com) for the attention of the Regional Manager of you receiving official confirmation that your application has been refused.
- Mitigating circumstances such as ill health or family circumstances. If you request to cancel due to ill health you must make your request in writing to [Info@derwentstudents.com](mailto:Info@derwentstudents.com) for the attention of the Regional Manager and produce a certificate from a recognised medical practitioner stating the medical grounds on which you are unable to live in, or continue living in, your accommodation. There is no deadline for making a cancellation request on these grounds.

Provided it has been received by any applicable deadline, each request for cancellation will be considered on its merits, taking into account any supporting evidence that you provide. If your cancellation request is granted, you will receive written confirmation of the date your tenancy agreement was cancelled. Deposits and pre-paid rent will be refunded (but if you have been living in the accommodation, we may make deductions from your deposit and apportion rent for the period up to cancellation).

If your cancellation request is refused, you may still be able to cancel if you can find a suitable replacement who is acceptable to the landlord and willing to enter into a legally binding contract for your accommodation. It is your responsibility to find a suitable

replacement tenant. In most cases a prospective tenant will not be suitable if he/she is already renting a room from the landlord or bound into another contract. Derwent Students will only assist you with finding a replacement tenant if all the other rooms on site are already let and we have applicants on a waiting list.

If Derwent Students accepts the request for the cancellation of your tenancy, you will receive written notification and be provided with a release date. (In the case of tenants who need to find a replacement, the release date will not be until the replacement enters into a tenancy agreement). You will remain liable to pay rent for the period before the release date or, if later, until you vacate your room and hand in your keys and any other access devices.

If your cancellation request is rejected, you will remain liable for all the obligations in your tenancy agreement, including payment of rent, whether you occupy the accommodation or not.

## **Cancellation Fees**

There is no fee to pay if you cancel within the applicable Initial Cancellation Period.

If you ask us to cancel your tenancy agreement after the Initial Cancellation Period, we may charge you a fee, but you will not be asked to pay more than:

- (a) The loss suffered by the landlord as a result of ending the tenancy;
- (b) The Agent's reasonable costs in respect of termination.

Usually this will be an administration fee of £50 for arranging the cancellation and any sums you owe under the Tenancy Agreement (such as Rent arrears and damages).

There is no cancellation fee to pay if we do not agree to cancel.

## **Transfer Fees**

If you want to change your booking after accepting an offer, you could cancel within the Initial Cancellation Period and re-apply. In this case, there will be no fee payable, but you may not be offered your choice of room when you re-apply.

If you want to change your booking after the Initial Cancellation Period, or you do not want to risk cancelling your booking, you can apply to change your tenancy. We will charge you an administration fee as follows:

- (a) For transfer requests before the start of the Tenancy Period, a fee of £45 to cover our administration costs;
- (b) For transfer requests during the Tenancy Period, a fee of £75 (to cover our administration costs and the additional room inspection required when you vacate).

There is no transfer fee to pay if we do not agree to a room transfer.