

## 1. General

- 1.1 Any reference to "we" or "us" shall be to Fusion Students and any reference to "you" shall be to the prospective tenant or existing tenant.
- 1.2 For the avoidance of doubt, if this policy states that you are released from the Reservation or Agreement, as applicable (each as defined below) this means you will no longer be liable for the contractual obligations set out in the Reservation or Agreement (unless otherwise stated).
- 1.3 Any decision to release you from the Reservation or Agreement, outside of the criteria set out in this policy, shall be made in writing by the Community Manager for your accommodation in their absolute discretion and on an individual case by case basis.
- 1.4 If you are entitled to have the Booking Deposit (defined below) returned to you, we will look to do this within 14 days of cancellation.
- 1.5 Under no circumstances will you sublet or transfer any of your rights under your Agreement without us giving you our written consent for you to do this.
- 1.6 If a replacement tenant is found, and you are released from your Agreement in accordance with this policy, you are released with effect from the start date of the new agreement signed by the replacement tenant (and therefore, you will be responsible for any rent due under your Agreement until the start date of such new agreement signed by the replacement tenant).
- 1.7 If you do not cancel your Agreement in accordance with the terms of this policy, none of the Booking Deposit or any rent paid by you in connection with your accommodation will be refunded to you and you will be responsible for paying the full rent due until the end of your contracted term at the accommodation and you, and your guarantor, will be required to meet the obligations set out within the Agreement until the end of your contracted term. If you do cancel your Agreement in accordance with the terms of this policy, then once you are released from your Agreement, any rent paid by you (in advance of any part of your previously contracted term at your accommodation) will be returned to you.
- 1.8 This cancellation policy is subject to the terms and conditions set out below and, if applicable, in the Agreement.

## 2. Booking deposit

- 2.1 On booking accommodation with Fusion Students you will be asked to pay a holding deposit of £250 (which is non-refundable unless provided for in this policy) (the "**Holding Deposit**"), which forms the first £250 of your rent on moving in. This is to secure the booking of your accommodation and ensure it is held for you.
- 2.2 Once you have made your booking and paid your Holding Deposit, your accommodation is reserved for you and this is referred to as a "**Reservation**" in this policy and within 14 days of the date of your Reservation you will sign the agreement which sets out the terms and conditions of your tenancy (the "**Agreement**"). If you fail to sign your Agreement within this timescale we may cancel your Reservation, giving notice by email, and the Booking Deposit will not be refunded to you.

### **3. 14-day cooling off period**

- 3.1 Once you have made your Reservation and provided you have not signed your Agreement (or seen your accommodation), you have 14 days after the date you made your Reservation to cancel the Reservation. Upon cancellation in accordance with this paragraph 3, you will get a full refund of the Holding Deposit, and for the avoidance of doubt, you will be released from the Reservation.
- 3.2 If you have made your Reservation less than 14 days before your scheduled check-in date you may cancel your Reservation in accordance with paragraph 3.1 above until:
- (a) 14 days after the date you made your Reservation; or
  - (b) the date you actually check-in,
- whichever date occurs first.
- 3.3 You may cancel your Reservation in accordance with this paragraph 3 by sending an email to the relevant accommodation office email address listed on the individual site contact details on [www.fusionstudents.co.uk](http://www.fusionstudents.co.uk).
- 3.4 If you do not cancel your Reservation pursuant to paragraphs 3.1 and 3.2, as the case may be, you will not get your Booking Deposit returned to you.

### **4. Cancellations by Fusion Students**

- 4.1 If you fail to check-in within seven days of your accommodation start date, as set out in your Agreement, we may cancel your Agreement at any time by giving notice by email to you. If your Agreement is cancelled in accordance with this paragraph, 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 Agreement (including paying rent) until you find a replacement tenant (in accordance with paragraph 4.2 below) to take over these obligations.
- 4.2 If for any reason you decide to cancel your Reservation and your Agreement (if applicable) after the 14-day cooling off period (referred to in paragraph 3 above) but before 1 August of the year you sign your Agreement, you can transfer your Agreement to a replacement tenant provided the conditions set out below are met:
- (a) You will find a suitable replacement tenant to take over the Agreement for your accommodation for the remaining period of your Agreement and the replacement tenant:
    - (i) must be 18 years old or over and enrolled as a full-time student in a university or college in proximity to your accommodation; and
    - (ii) must enter into an agreement with us (similar to your Agreement) and pay sums due under such agreement; and
    - (iii) if required, must provide a suitable guarantor. The guarantor must accept the terms and conditions set out in the agreement which the replacement tenant will sign; and

we must give you our written consent as to the suitability of your replacement tenant (such consent which we will not withhold unreasonably) before such transfer takes place.

- (b) For the avoidance of doubt, you shall be responsible for all costs associated with finding an eligible replacement tenant, including an end of tenancy clean (if the replacement happens mid-term) and potential advertising costs should they arise.
- (c) If you fail to find someone to take over your tenancy, you will be responsible for paying the full rent due until the end of your contracted term at the accommodation and you, and your guarantor, will be required to meet the obligations set out within the Agreement.

## **5. Cancellations after the 1<sup>st</sup> August**

5.1 From 1 August of the year you sign your Agreement, you will be eligible to be released from your Agreement in the following circumstances:

- (a) 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 have chosen to go to a different University and you can provide us with the following, within 72 hours of your exam results being published:
  - (i) written confirmation from you that you wish to cancel your reservation for the reasons set out in paragraph 5.1(a) above;
  - (ii) a written rejection letter from your chosen university/Higher Education Institute evidencing that the reasons set out in paragraph 5.1(a) above apply (if your required grades have not been achieved); or
  - (iii) a copy of the acceptance letter from your new university if you have chosen to go to another university; or
- (b) your UK Visa application is declined if you can provide supporting official evidence to show that the UK Visa application was declined, within 72 hours of you receiving such official confirmation; or
- (c) in the event where you are unable to attend university or the relevant Higher Education Institute due to ill health or other extenuating circumstances provided you can provide a letter from a medical or other professional to support this,

5.2 Please note, if you are attending another University in a city where Fusion Students has properties, our team will be happy to support you in finding suitable alternative accommodation. In this case, your Holding Deposit and any rent payment will simply be transferred over to your new booking.