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Cancellation Policy

Introduction

When you sign or accept Kaplan Living's tenancy agreement, you are signing a legally binding contract. This is created between you (as tenant) and the landlord (Kaplan).

There may be circumstances in which either you or the landlord wish to cancel the tenancy agreement. This document sets out requirements in those circumstances.

It is intended that this policy is fully incorporated into the tenancy agreement.

Covid-19 Policy Update

Our standard cancellation policy (set out below) will continue in place. However, if face to face teaching at your university is delayed, we will adjust your booking from September 2021 to a new start date. This new start date will be a date no earlier than 14 days prior to the confirmed face to face teaching date set by your university. For the avoidance of doubt, you will not be liable for any rent in the period between your original tenancy start date and the new start date. Should you decide to move into the residence within this period, you will be liable to pay rent from the actual date of move in. The termination date of your tenancy agreement will not be effected by any change to your start date.

Additional Terms applicable to the Kaplan Living Glasgow – Old Dumbarton Road and Kaplan Living Glasgow – Argyle Street residences

In accordance with the Coronavirus (Scotland) (No.2) Act 2020, students who have signed up or will sign up to new tenancies for the Kaplan Living Glasgow – Old Dumbarton Road or Kaplan Living Glasgow – Argyle Street residences but have not yet occupied their rooms will be entitled to terminate their tenancy on giving 28 days' written notice where such termination is for a reason relating to Coronavirus.

All notices must be given in writing to LivingGlasgow@kaplan.com and must be received by 30 September 2021. Any notices received after 30 September 2021 will not be valid. All other cancellation terms will continue to apply.

How can I cancel my tenancy agreement?

First year or Kaplan alumni applicants only:

If you are a prospective student and your offer of a place at your preferred university / higher education institution is withdrawn by the university / higher education Institution as a result of you not achieving their required entry grades, you may be eligible to be released from your tenancy agreement. To apply to be released from the agreement you must send us:

- Written confirmation that you wish to cancel your tenancy agreement.
- Supporting documentation of the failure to secure a place e.g. UCAS notification

If we receive these documents (by post or email) within 3 working days from the date your results are published, we will cancel your tenancy agreement and you will be charged a £250 cancellation fee.

Second year and subsequent year students:

You have a short period after signing the tenancy agreement during which you may cancel without liability. This period is known as the initial cancellation period. The duration of the initial cancellation period depends on when you sign or accept the tenancy agreement. You must give us written notice (by post or email) that you wish to cancel your tenancy agreement.

If you sign or accept the tenancy agreement on or before the 1st August, the initial cancellation period is three working days starting on the day you sign or accept the agreement. Your cancellation must reach us by the end of the third working day after you sign or accept the tenancy agreement and before you move into your accommodation.

If you sign or accept the tenancy agreement after the 1st August, the initial cancellation period is one working day, starting from the time you sign or accept the agreement. Your cancellation must reach us by the end of the next working day after you sign or accept the tenancy agreement and before you move into your accommodation

All students:

If you accept an offer of accommodation by signing our tenancy agreement and then decide you wish to cancel outside of the initial cancellation period, or after you have moved into the accommodation, the following conditions apply:

- You must give us written notice (by post or email) that you wish to end your tenancy agreement.
- You remain liable for the rent and any other charges stated in the tenancy agreement until you find another tenant who is acceptable to the landlord to take over your legally binding contract, and that tenant has fully committed to the tenancy agreement.
- It is your responsibility to find another suitable 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).
- When your accommodation has been re-let to a suitable replacement tenant we will release you from your tenancy agreement upon payment of a £250 cancellation fee. This will be deducted from your final instalment or can be paid by debit / credit card at reception. This fee is for room preparation and administration fees.
- Once we have accepted the replacement student, you must have booked and attended a final inspection of your room and flat before returning the room key to the residence office and confirming your contact details on departure. If no replacement tenant is found for your room, you will remain liable for all amounts due under your tenancy agreement until your tenancy end date.

- You can submit an appeal to be released from the contract earlier than the fixed end date by submitting a request to the Residence Manager along with supporting evidence. The Residence Manager will review your request and make consideration of your circumstances. Once the Residence Manager has reached their decision, both you and your guarantor will be notified in writing.

Special conditions

Kaplan Living may consider a cancellation of your tenancy on medical grounds if:

1. You noted on your accommodation application that you are suffering from a medical condition for which you were receiving treatment, or which was diagnosed before the start of your tenancy agreement; and
2. You produce a certificate from a recognised medical practitioner stating the medical reason why you are unable to continue to live in your accommodation.
3. You have shown due consideration and notified the Residence Manager of any concerns as soon as they arose.

You must make your request in writing (by post or email) that you wish to end your tenancy agreement. If Kaplan Living accepts the request for the cancellation of your tenancy, you will be given a release date. You will be liable for rent until this date. Failure to return all keys, fobs or key-cards may incur further rental charges.

Cancellation by the landlord

The circumstances in which the landlord may terminate the tenancy agreement are stated in the tenancy agreement.

Complaints

If you are not satisfied that Kaplan Living have complied with this policy and wish to complain, our [complaints policy](#) gives information on what you should do, together with details of how we will handle your complaint. Please contact the Residence Manager for further details.

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