

Cancellation policy

1. An 'Academic year' covers the period 1st September to 31st August. Provided you haven't collected the keys to the accommodation, you may be able to cancel your booking by writing or sending an email to us at info@downingstudents.com, subject to the following terms:

For bookings made before the 31st July for the next 'academic year' you may cancel your booking within 48 hours from the time of booking. If you chose to cancel your booking with Downing Students during the cancellation period we will retain £75 from the deposit paid in lieu of administration fees.

For Bookings made between the 1st and 31st of August for the next academic year you will not be able to cancel.

Bookings made in and for the current academic year may not be cancelled.

In the instance where a deposit is paid and the offer of accommodation is declined i.e. the tenant fails to manually or digitally sign a Tenancy Agreement, we will retain £75 from the deposit in lieu of administration charges.

Subject to the cancellation periods stated above once you have signed your tenancy agreement you will be legally bound by the terms stipulated in your tenancy document.

2. Once the Cancellation Period has expired or if you have collected the keys for your accommodation you will be legally bound by the terms and conditions of the Tenancy Agreement and will be liable to pay all the amounts due. You cannot terminate, or be released from your Tenancy, until such time another full time student has entered into an agreement, with Downing Students, to rent your room. Please note that a room can only be re let at the higher of the rent specified on the tenancy agreement and the current prevailing rent. This may not necessarily be the same as the rent specified on the outgoing tenant's agreement. Any outstanding amounts on your account must be paid in full prior to the landlord agreeing to re let your room. You are not permitted to sub let your room; all rental agreements must be made through Downing Students. In order for Downing Students to re let your room you must complete a Re let form and administration charges will apply.

3. **No Place No Pay:** Provided you have not collected your keys the following will apply:- If your offer of a place at your preferred/current University/Higher Education Institution is withdrawn by the University/Higher Education Institution as a result of you not achieving their required entry grades or passing your end of year exams, you may be eligible to be released from this agreement. You may also be eligible to be released from this agreement if you are a prospective first year undergraduate student and you choose to go to a different University because you have exceeded your expected grades. To apply to be released from this agreement in the circumstances referred to above, you will need to supply us with a copy of:

a written rejection letter from your chosen university /college or UCAS or a screen shot of your UCAS status which confirms that the required results were not achieved; or

a copy of the proof of acceptance of your new university by UCAS adjustment.

These document(s) must be received by us within **7 calendar days** from the date your results are published or by 1st September (whichever date is the sooner). Please email the documentation to info@downingstudents.com. On receipt of the required documentation it will be verified and, provided we are satisfied, we will cancel your agreement and refund your deposit in full.

4. **If you cannot get a VISA to study in the UK:** Provided that you have NOT collected the keys, and you have evidence in writing that your application has been refused, we will release you from the tenancy and refund the deposit, provided that you send this evidence to us **within 1 week** of your notification.

If the Tenancy has already commenced, and you have NOT collected your keys, you will be charged for the period from the 'Tenancy Start Date' to the date you send us with evidence that you have not been granted a VISA, provided that we receive the evidence in writing **within 1 week** of your notification. If you have moved into the accommodation prior to your Visa application being declined you will be responsible for the rent until we can find a student to rent your room.

PAYMENT OF BOOKING FEE/DEPOSIT AND AUTHORISATION OF FUTURE PAYMENT OF INSTALMENTS

1. When you complete your booking, you are agreeing to submit an up-front payment for the processing of your booking, which also acts as the deposit paid by you in relation to the AST ("**Booking Fee/Deposit** "), and to authorise the future payment of instalments in relation to the rent payable under the AST ("**Future Payments** ").

2. You may submit such payments using a credit card or debit card.
3. The prices of rooms are set out on the website and will be notified to you when you use the Online Booking Service.
4. You confirm that the credit/debit card that is being used is yours or that you have the authority of the card-holder to make the payments set out at Clause 1. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of the card refuses to authorise payment we will not accept your booking and we will not be responsible for any delay or non-availability in relation to the room. We are not obliged to inform you of the reason for the refusal.
5. We are not responsible for the card issuer or bank charging you or the card-holder as a result of our processing of the credit/debit card payments in accordance with your booking.