

Booking and Cancellation Terms and Conditions

1. Landlord

Student Living has been authorised to act on behalf of the Landlord, Kier (Newcastle) Operations Limited, as its agent in connection with the operation of Oxford House. This includes the management of the booking and rental process. For the avoidance of doubt, bookings made at Oxford House are made with the Landlord and not Student Living.

2. Booking Fee

In order to confirm your booking and secure your accommodation you are required to pay a non-refundable Booking Fee of fifty pounds (£50) to Student Living. Payments can be made online using the secure payment system, Room Service.

3. Payment Of Interest

- a. You are required to make a 'Payment Of Interest' of two hundred and fifty pounds (£250) to Student Living with your application for accommodation. Payments can be made online using the secure payment system, Room Service.
- b. On commencement of your tenancy your Payment Of Interest converts into a refundable security deposit. The security deposit is refundable at the end of your tenancy, less any deductions for damage or charges due.

4. Tenancy Agreement Offer and Signing

Oxford House is a new development which is under construction. You will therefore be provided with your offer of accommodation, an allocated room and your tenancy agreement for signing following completion of the development, currently envisaged as July 2017.

5. Cooling Off

- a. If you cancel your accommodation booking within seven (7) calendar days of receiving the offer of accommodation from Student Living and before collecting the keys/entry card we will provide a full refund of the Payment Of Interest.
- b. If you have made your accommodation booking less than seven (7) days before your scheduled arrival you can cancel until the earlier of:
 - i. seven (7) days after receipt of the offer of accommodation; and
 - ii. the date you collect the keys/entry card.

- c. You can cancel your booking under sections 4.a. and 4.b. above by sending an email to the relevant Accommodation Office email address listed on the individual sites contact details on <https://www.studentliving.sodexo.com/student-accommodation/newcastle/Oxford-House/>. Your Payment Of Interest will be refunded within fourteen (14) calendar days of cancellation.
- d. If you cancel your booking after the seven (7) calendar day cooling-off period your Booking Fee and Payment Of Interest will not be refunded. You will remain liable for all rent for the full term of the tenancy agreement and your guarantor, if reasonable, will be required to meet the obligations set out within your tenancy agreement.
- e. Any refunds must be requested in writing, and can only be processed Monday to Friday (save for Bank Holidays) between the hours of 09:00 and 17:00 by the relevant Building Manager.

6. Cancellation by the Student

- a. You may only terminate your tenancy agreement in the following circumstances and will remain responsible for payment of the Rent until either:
 - i. you have given three (3) months' written notice to the Student Living representative at reception that you wish to leave; and
 - ii. you have made any outstanding payments or fulfilled any obligations required under your tenancy agreement, including the payment of all rent for the full term of the tenancy agreement, to the Landlord and Student Living's reasonable satisfaction;or
 - iii. a replacement student of the University/College who is reasonably satisfactory to the Landlord and Student Living as a tenant and who is not already a tenant at the Site enters into a tenancy agreement with the Landlord. Student Living will assist you in finding a replacement, but does not guarantee it will be able to find one; and
 - iv. you pay a fee (fifty pounds (£50) where Student Living finds a replacement occupant or twenty five pounds (£25) where you find a replacement occupant) towards Student Living's costs of administration and cleaning the Room and Flat.

Student Living shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to your vacated accommodation.

7. 1st Year Students Only – Potential 'No Place' Release

- a. You might be eligible to be released from your agreement if you are a first year prospective undergraduate student and your offer of a place at your preferred University/College is withdrawn due to your not achieving the required entry grades or your having surpassed the necessary entry grades and chosen to attend a different University/College.
- b. To apply to be released from your agreement in the above circumstances you will need to supply:
 - i. a written rejection letter from your chosen University/College; or
 - ii. a copy of the proof of acceptance of your new university by UCAS adjustment.

These document(s) must be received by us within seven (7) calendar days from the date your results are published. Please email the documentation to OxfordHouse.UK@studentliving.sodexo.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.

8. Data Protection

You authorise the Landlord and Student Living to use your personal data for all lawful purposes in connection with your tenancy agreement (including but not limited to debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to you or to others at the site or to the Landlord's or other people's property).

9. Identity Verification

- a. Student Living, in operating the tenancy agreement and managing the Rent payment process on behalf of the Landlord, must identify and verify the identity of prospective tenants to ensure compliance with applicable laws and regulations. If you are an international student, or a UK student paying by means other than a UK bank account, you and your Guarantor (where relevant), acknowledge that you, and the Rent payer if different, will be required to provide:
 - i. a copy of your ID (driving licence, national ID card or passport);
 - ii. proof of your address (a phone or utility bill or bank statement from the past 3 months);
 - iii. a copy of your University/College offer letter; and
 - iv. a copy of your UK Student Visa (if applicable).
- b. Your identity verification documentation will be requested later in the year and once your ID check has been successful you will be sent a link to sign your tenancy agreement. Your identity will be checked and verified again when you

physically present yourself at the accommodation building at the start of the tenancy agreement period.