

# Capital House (CRM Students)

# Cancellation Policy 21/22

## ENGLAND AND WALES

### 1. HOLDING DEPOSIT

On making your booking with CRM Students you will be asked to pay a Holding Deposit. Payment of the Holding Deposit constitutes your acceptance that the Holding Deposit is retained to secure your room in accordance with these terms and conditions.

You agree by us holding a deposit that the deadline to conclude the Tenancy Agreement following the receipt of the Holding Deposit fee shall be 14 days thereafter, or any other period agreed by us (the "deadline").

By entering into the Tenancy Agreement your Holding Deposit converts to your refundable Security Deposit. If your tenancy agreement is an Assured Shorthold Tenancy (AST), it will be protected in an independent government approved tenancy deposit protection scheme, such as the Tenancy Deposit Scheme (TDS). Unless otherwise stated on the sites web page, your Security Deposit will be refunded to you at the end of your tenancy if there are no outstanding arrears or damage to your room and/or communal areas.

By paying your Holding Deposit, you give us express consent to use the details provided by you to undertake searches against sanction lists maintained by the government of the United Kingdom, United States, and other countries we choose including those maintained by the United States Office of Foreign Assets Control (OFAC). This will not affect your rights and/ or our obligations to you under the Data Protection Act 2018.

You have the right to ask us to not undertake such searches, but in doing so we will not be able to progress your application.

CRM Students will make relevant checks to confirm your place at university and will then make you an Offer of Accommodation where you will receive your online Tenancy Agreement via the Student Portal.

The Tenancy Agreement sets out the full terms and conditions under which you agree to rent a room with the Landlord, your guarantor and CRM Students Limited as Agent.

You will need to log into your account, check your details, read your tenancy agreement and sign the online contract before uploading relevant identification documentation.

You will be asked to pay the full years rent up front unless you have a UK based guarantor. If you have a UK based guarantor, you are able to pay your rent in 4 instalments. The first instalment needs to be paid 5 weeks before your contract starts. You will not be able to move into the property if this has not been paid. The second rent instalment is due in September, the third in January and the final one in April.

If for any reason we are not able to make you an Offer of Accommodation, we will contact you as soon as possible detailing reasons why or with an alternative solution. If we cannot offer an alternative or the alternative is not suitable, we will refund your Holding Deposit in full via the original method the payment was made.

## **2. CANCELLATION BY YOU – CANCELLATION WITHIN THE COOLING OFF PERIOD**

If you choose to cancel your booking with CRM Students, you have until 31st May 2021 to do so and get a full refund of the Holding Deposit paid.

If you make your booking after 31st May 2021 and wish to cancel your booking, you will have 14 calendar days after receiving the original Accommodation Offer to do so to get a full refund of the Holding Deposit paid.

If you have made your booking less than 14 days before your scheduled check-in date, you may cancel your booking until the earlier of (a) 14 days after receipt of the Accommodation Offer email and (b) the Tenancy Start date on your Tenancy Agreement.

You may cancel your booking by sending an email to the relevant Accommodation Office email address listed on the individual sites contact details on [www.crm-students.com](http://www.crm-students.com). CRM Students will refund your Holding Deposit within 7 calendar days of cancellation. If you cancel your booking after the cooling off period has expired, you will not get your Holding Deposit returned to you and you, and your guarantor if reasonable, will be required to meet the obligations set out within the Tenancy Agreement.

## **3. PERIOD BEFORE YOU ENTER INTO YOUR TENANCY AGREEMENT**

The Landlord and CRM Students reserve the right to not return your Holding Deposit and cancel your booking on notice if:

- 3.1 We take all reasonable steps to enter into the Tenancy Agreement before the deadline and you fail to do so, for example, if you fail to complete your application or provide guarantor details and supporting documentation in good time;
- 3.2 You provide us with relevant false or misleading information; and/or
- 3.3 We are prohibited from entering to the Tenancy Agreement because of the Immigration Act 2014.

## **4. PERIOD FROM AND INCLUDING WHEN YOU HAVE ENTERED INTO THE TENANCY AGREEMENT - COVID- 19 CORONAVIRUS**

If you have entered into the Tenancy Agreement and you cancel your booking after the cooling off period has expired, we will release you from the contract up to and including 23rd August 2021 where you meet the following criteria and can provide sufficient evidence:

If you are a first year prospective undergraduate student and your offer of a place at your preferred University/Higher Education institution is withdrawn because of you not achieving the required entry grades or you have surpassed your required entry grades and choose to go to a different University.

In order to meet the criteria you will need:

- To provide a written rejection letter from your chosen university/higher education institute within 72 hours of your exam results being published
- To provide a copy of the acceptance letter from your new university.
- If you are unable to travel to the UK due to travel restrictions as a result of Covid-19 and that travel restriction can be verified. In order to qualify, the UK Government must have suspended inbound travel from your home country or the Government of your home country must have suspended travel to the UK

Where proof is provided in accordance with these terms and conditions and to our and the landlords reasonable satisfaction, you will be entitled to cancel the booking and you will not be liable for the contractual obligations laid out in the Tenancy Agreement from the date of cancellation.

### **Failure to obtain a UK Visa**

If you fail to obtain a UK Visa before the start date of your tenancy, we will cancel your Tenancy Agreement and refund any rent payments made, so long as you provide within 72 hours of receiving your official confirmation:

- Supporting official evidence that your Visa was declined
- Written confirmation that you wish to cancel your booking

## **Cancellation for any other reason**

If you have entered into the Tenancy Agreement and you wish to cancel your booking after the cooling off period has expired and you do not fit into our eligible criteria above, 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 Tenancy Agreement regardless of whether you have collected your keys.

If you cancel your booking and are able to find an eligible replacement tenant, subject to our agreement, you will be released from the contractual obligations as set out in the Tenancy Agreement. Any overpaid rent will be refunded to you, less an amount equal to your Holding Deposit as a cancellation fee. The site team will confirm your official release date.

## **5. CANCELLATIONS AFTER YOU HAVE MOVED INTO THE ACCOMMODATION**

5.1 We hope you have a happy stay in your accommodation, but if for any reason you decide to leave during your contracted term, the landlord may agree to release you from your contract. Providing the conditions set out below are met:

5.1.1 You agree that you will not transfer or sublet the tenancy created by the Tenancy Agreement to anyone else without obtaining our written consent in-line with point 11.1(m) of the Tenancy Agreement.

5.1.2 You find a suitable replacement to take a new Tenancy Agreement for your room for the remaining period of your contract.

5.1.2.1 Replacement tenants must be 18 years old or over and enrolled as a full time student in a university or college in proximity to the accommodation. Where the accommodation has agreements with set universities, the replacement may be restricted to that university - Please check with your Accommodation Team.

5.1.2.2 The incoming tenant must enter into a Tenancy Agreement with us and pay sums due within this agreement.

5.1.2.3 The incoming tenant, where reasonable, must provide a suitable Guarantor. The Guarantor must accept the Terms and Conditions set out in the Tenancy Agreement.

5.1.3 Refunds due will not be processed until the replacement taking over the contract has signed the Tenancy Agreement, paid and moved into the accommodation.

5.1.4 If you do find someone to take over your contract, you will need to pay a £50 administration fee.

5.1.5 If you fail to find someone to take over your tenancy, you will be responsible for paying the full rent until the end of your contracted time at the accommodation.

## **6. CANCELLATIONS BY CRM STUDENTS OR THE LANDLORD**

Our terms and conditions require you to sign your Tenancy Agreement online within 14 calendar days of receiving the Offer of Accommodation. If you fail to sign your agreement within this timescale, we may cancel your booking, giving notice by email and you will forfeit any booking fee paid if it is outside the cooling off period above.

If you fail to check-in on your accommodation start date and you have not signed your agreement, we may cancel your booking at any time by giving notice by email. If you are outside the cooling off period, your Holding Deposit will not be refunded.

Once you have signed your Tenancy Agreement, it may only be terminated if we mutually agree to do so or in the circumstances set out in point 3 above.

## **7. ROOM AND TENANCY CHANGES**

### **Change to Tenancy Length**

If you wish to change your tenancy length, you will be unable to shorten your tenancy, but you can choose to extend without charge up until the Tenancy Start Date (Subject to room availability).

### **Tenancy Start Date**

If you wish to change your tenancy start date, please contact your local accommodation team.

## **Room Swaps**

If you wish to upgrade your room, or move to a different room type, which is the same type as your original choice, you can do so free of charge up until the Tenancy Start Date, (Subject to room availability).

Room moves after the start date will be subject to room availability. An administration charge of £50 will be payable for the variation of the Tenancy Agreement.

## **Governing Law**

These terms and conditions shall be governed in accordance with the laws of England and Wales.

UPDATED FEBRUARY 2021