

UNIVERSITY OF BIRMINGHAM

HOSPITALITY & ACCOMMODATION SERVICES

CANCELLATION (& REFUND) POLICY FOR UNIVERSITY ACCOMMODATION

Details around our cancellation (& refund) policy are detailed in the terms and conditions (links below) which are accepted when you confirm your accommodation. For the avoidance of doubt, the following extracts are highlighted to ensure you are aware of your rights to cancel your accommodation:

Section B:

CANCELLATION: When you have accepted and made payment on-line, you have the right to withdraw your acceptance of the offer and cancel the contract, provided you do so in writing, quoting your student ID number to **Living (Accommodation Services), University of Birmingham, University Centre, Edgbaston, Birmingham, UK, B15 2TT**, or email to living@contacts.bham.ac.uk within 7 days beginning the day after the date on which you accept this offer of accommodation.

The right does not apply where the accommodation is available for occupation before the end of the 7 day period and you have taken up occupation.

If you decide not to move into the accommodation reserved for you after you have accepted the University's offer, then you must let **Living** know in writing immediately so that the University can try to re-let the accommodation. The University shall be entitled to deduct its reasonable administrative costs together with the amount necessary to cover residence fees for the period that the accommodation remains unlet before refunding the remaining balance held back to you.

Section D

- c) An offer of accommodation is accepted by you on the understanding that you will remain in the Accommodation for the full Accommodation Period. If you move out of the Accommodation before the end of the Accommodation Period, you will remain responsible for the Residence Fees for the entire Accommodation Period unless you find a student to replace you who is both acceptable to **Living** and is someone who is not already living in other University owned or managed accommodation. Partial refunds of Residence Fees are only given where the University is able to re-let the Accommodation for the remainder of the Accommodation Period. Refunds will be made by the University where reasonably considered appropriate by **Living**, the University having first deducted a fair and reasonable amount to cover its administrative costs, not to exceed £50, and also cleaning costs and for repairs of any damage caused to the Accommodation during your occupation.
- d) The absence of a signed contract does not materially affect the relationship between the Student and the University. A contract is formed by the making of an offer and the student accepting the offer. The act of accepting and signing for the keys to their Accommodation and moving in proves the existence of a contractual relationship and does not have to be evidenced by a signed contract. You will still be bound by the provisions of this contract without signing it should you sign for keys and move in.
- I) The University shall not be liable in damages and you shall not have the right to terminate this Contract for any delay or default in performance of the obligations under this Contract if such delay or default is caused by reasons beyond the University's control including, but not limited to, war, national emergency, terrorism, government restrictions, acts of god, industrial action, unforeseen closure of the University and/or unavailability of key personnel provided that the University gives you notice of the reasons for such delay or default and uses reasonable endeavours to confirm when the Contract is likely to resume.

This document does not replace but supplements the full terms and conditions for your contract of accommodation, which are available at <http://www.birmingham.ac.uk/undergraduate/accommodation/Living-with-us/OfferpackInformation.aspx> (undergraduates) or <http://www.birmingham.ac.uk/postgraduate/accommodation/Living-with-us/OfferpackInformation.aspx> (postgraduates).