

UNIVERSITY OF BIRMINGHAM

HOSPITALITY & ACCOMMODATION SERVICES

CANCELLATION (& REFUND) POLICY FOR UNIVERSITY ACCOMMODATION 2016 ACADEMIC YEAR

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. Should you move out before the end of the Accommodation Period and wish the University to try to re-let it, then you should return your keys (or ask for your card access to be suspended in respect of the Accommodation) when you move out. The keys will be held to your order but can be returned to you (or your card access restored) upon production of your student ID card at any time up until the end of the Accommodation Period or the Accommodation being re-let. Returning your keys (or requesting suspension of card access) does not cancel your existing contract and you will remain responsible for the Residence Fees for the entire Accommodation Period unless the Accommodation is successfully re-let. 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**. You will be liable for an administration fee, cleaning costs and the cost of repairs of any damage caused to the Accommodation during your occupation in order to prepare the Accommodation for re-letting when you move out. If the Accommodation is successfully re-let then this contract shall cease upon the date of re-letting.
- d) The absence of a signed contract does not materially affect the relationship between you 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 (or the instance of the first access using your access key card) to the 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 (or use your access key card) and move in.
- l) 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 www.birmingham.ac.uk/offerinformation