



Where students are at home.

## 27 Magdalen Street (“Hall”) Cancellation Policy

In this cancellation policy the following defined words shall apply

**Room:** the room in the Hall which you have entered into an agreement with us to let

**We, us, our:** Host (Colchester) Limited, who in the landlord of the Hall.

**You or your:** the person who agrees to let a room at the Hall from us

you have entered into with us by giving us written notice of your intention to cancel on the following basis:

- (a) If your notice of cancellation is received by us in writing within 72 hours after you have submitted an application form and the period of the tenancy has not commenced, we will make no charge and the initial advance payment will be refunded in full; or
- (b) If your notice of cancellation is received by us 72 hours after you have submitted an application form on or before 31<sup>st</sup> July 2020 and the period of the tenancy has not commenced, you may cancel your booking by writing to us provided that we will be entitled to retain £100 of the total initial advance payment; or
- (c) If your notice of cancellation is received on or after the 1<sup>st</sup> August 2020, we will not accept a cancellation/surrender of your Room until a replacement tenant is found for the Room. We shall endeavour to re-let the Room however cannot guarantee that we will be able to do so. You will remain liable for all payments related to the Room and all other charges and costs for the period to the date that a replacement tenancy for the Room commences. We reserve the right to charge you a fee in the sum of £100 as a contribution towards our administration costs incurred in dealing with the surrender of your Room and the sourcing of a new tenant.

If a replacement student is found for the Room we will release you with effect from the date that the new student’s occupation of the Room commences.

In the event you fail to honour your contractual obligations in relation to the advance payments on the due dates before occupation of the Room, we may cancel your agreement giving you notice in writing of cancellation; in the circumstances we will not repay any advanced payments made by you to us.

In the event that we cancel your agreement at any time before occupation of the Room by you, we shall give you as much advanced written notice as we can in the circumstances and will repay the initial advance payment to you and any other fees that we have taken from you in connection with the agreement.