

27 Magdalen Street (“Building”) Cancellation Policy

In this cancellation policy, the following defined words shall apply

Room: The Room / Studio in the Building which you have entered into an agreement with us to let

We, us, our: Host (Colchester) Limited, who is the landlord of the Building

You or your: The person who agrees to let a room at the Building from us

You may cancel the tenancy agreement that you have entered 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 rental payment of £100 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 30th November 2023 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 the full total initial rental payment; or
- (c) If your notice of cancellation is received on or after the 1st December 2023, we will not accept a cancellation/surrender of your tenancy agreement for the 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 to pay the rent for the Room and all other charges and costs under your tenancy agreement 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 the tenancy agreement and the sourcing of a new tenant.

If a replacement tenant is found for the Room, we will release you from your tenancy agreement with effect from the date that the new tenancy agreement for the Room begins.

In the event you fail to honour your contractual obligations in relation to the payment of rent on the due dates before occupation of the Room, we may cancel your tenancy agreement by 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 the tenancy 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 rental payment to you and any other fees that we have taken from you in connection with the tenancy.