

Birmingham - The Metalworks (“**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: BR Student Housing Nominee 1 Limited and BR Student Housing Nominee 2 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 booking you have made for the above named Building by giving us written notice of your intention to cancel on the following basis:

Prior to entering into a Tenancy Agreement:

- (a) If your notice of cancellation is received by us in writing prior to the tenancy agreement being confirmed, and within 7 days of submitting an application, we will make no charge and your Advance Rent payment will be refunded in full.

After entering into a Tenancy Agreement, but before the tenancy start date:

- (b) If your notice of cancellation is received by us in writing within 72 hours of the Confirmation of Booking email being sent, and the period of the tenancy has not commenced, we will make no charge and the Advance Rent payment will be refunded in full; or
- (c) If your notice of cancellation is received by us in writing after more than 72 hours of the Confirmation of Booking email being sent, and the period of the tenancy has not commenced, we will not accept a cancellation/surrender of your tenancy agreement for the Room until a replacement tenant is found for the Room.

On or after the tenancy start date:

- (d) If your notice of cancellation is received on or after the tenancy start date, we will not accept a cancellation/surrender of your tenancy agreement for the Room until a suitable replacement tenant is found for the Room.

In the event you fail to take all reasonable steps to enter into a confirmed tenancy agreement within 7 days of submitting an application, we reserve the right to retain the Advance Rent payment.

In the event that you cancel in line with sections (c) or (d) of this policy, 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. In this instance, we will repay any rent paid beyond the tenancy takeover date which may be due back to you.

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 the Advance Rent payment 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 Advance Rent payment to you and any other fees that we have taken from you in connection with the tenancy.

We reserve the right to cancel any bookings we believe to have provided false or misleading information to try to obtain the tenancy/booking.