

Accommodation Fees Cancellation and Exemption policy 2020/2021

Addendum to the Accommodation Licence Agreement 20/21

Background

This Accommodation Licence Agreement 2020-2021 is a licence to occupy a Room in the Halls of Residence granted by the University whilst you are registered on a full-time course of study. The Agreement sets out your rights and responsibilities.

The Agreement is a legally binding document and, upon accepting the online offer of accommodation, you will be deemed to have accepted the terms of the Agreement. The Agreement is for a fixed Term.

Circumstances beyond the University's Control

Under Clause 31 of the Agreement, the University would not be liable to Students for events outside the University's control, which it could not have foreseen or prevented, even if it had taken reasonable care.

Events outside the University's control include, but are not limited to industrial action; over or under demand from students; legislative or regulatory change; severe weather; fire; terrorism; civil disorder; political unrest; government restrictions; pandemic or concern with regard to the transmission of serious illness.

In such circumstances, the University reserves the right to cancel or change parts or all of the Student's Licence.

Right to Cancel before Commencement of the Agreement

If, after you have accepted this Agreement you do not enrol at the University, or you subsequently withdraw from your course, you have a legal right to cancel. You must inform the Accommodation Office **in writing** up to 21 days before the start period if practicable, or in any event within 7 days of the enrolment day/withdrawal from the course.

If you inform the Accommodation Office within the required timescale set out in Clause 43 of the Licence Agreement you will be entitled to a refund of part of any Advance Payment and/or Residence Fees that you have paid without undue delay.

Your right to cancel this Agreement under Clause 43 will expire on commencement of the Period of Residence. From this date, you will be liable for the Accommodation fees.

Amendment to Right to Terminate (Clause 40)

Under Clause 40 of the Agreement, you may apply for early termination of your Agreement by submitting a **request to leave** form sent to the Accommodation Office (accommodation@lsbu.ac.uk), not less than 4 weeks' notice prior to your intention to vacate:

1. If the Accommodation Office are able to find a replacement student enrolled at the University, and not already in accommodation, to take over your contract and the conditions of Clause 40.1 have been complied with;
2. If you withdraw/interrupt from Study and have provided the relevant evidence to support your withdrawal and the conditions of Clause 40.2 have been complied with;
3. If you are under 18 and the conditions of Clause 40.3 have been complied with.

Due to COVID 19, further exemptions will apply:

4. You are an EU or Non EU student who has been recalled back to your home country due to enforced pandemic restrictions. Evidence will be required to support the release from the contract; or
5. You are deemed Clinically Extremely Vulnerable* and you wish to leave Halls; or
6. Your mental health and wellbeing has been severely affected by the pandemic and you wish to leave Halls. This will be reviewed on a case by case basis and must be evidenced based, for example evidence of prior discussions of impact with your course team or a University support service, or medical evidence.

In all of the above cases, a minimum of 4 weeks' notice will apply.

No other reason will come into effect to terminate the agreement and therefore you are liable for the full fixed term contract fees.

*as defined in the Government Guidance found at::

<https://www.gov.uk/government/publications/guidance-on-shielding-and-protecting-extremely-vulnerable-persons-from-covid-19/guidance-on-shielding-and-protecting-extremely-vulnerable-persons-from-covid-19>