

CANCELLATION POLICY

On receipt of the completed and signed Accommodation Agreement a legally binding agreement will come into existence between the student and the College, committing you to pay the Rent for the whole period of the booking. You should read the agreement and seek advice if there is anything you do not understand.

For students of Kaplan Pathways Colleges: Please note that the version of the Kaplan International Pathways terms and conditions to which you previously agreed at offer stage continue to apply and contain certain provisions relating to this offer of accommodation.

Accommodation Cancellation Policy

This policy sets out the process for requesting a cancellation and the fees involved.

1) Cancellation of Accommodation Agreement by student

a) Cancelling before returning the signed Accommodation Agreement

When you receive an accommodation offer, you will be given a date by which to return the Accommodation Agreement signed by you and all other relevant parties (the “**Accommodation Confirmation Date**”). If you do not return the signed Accommodation Agreement by the Accommodation Confirmation Date or submit it via the online accommodation booking portal, we reserve the right to cancel your booking and allocate your room to another student. If you wish to cancel your booking before you sign and return the Accommodation Agreement, you will not incur any cancellation fees. However, you must inform us in writing, via email, to pathways.accommodation@kaplan.com, for the request to be considered or notify us through the online accommodation booking portal. If you are a Kaplan Pathways student and remain studying at a Kaplan College, the Accommodation Payment will be reallocated against outstanding tuition fees or other charges on your account.

b) Cancelling after the Accommodation Agreement has been signed and returned to the Central Accommodation Team

i) Once you sign the Accommodation Agreement and return it to the Central Accommodation Team or submit it via the online accommodation booking portal, you have entered into a legally binding contract with us to move into the room allocated to you and to pay all accommodation fees outlined in the Accommodation Agreement.

ii) If you decide to cancel your Accommodation Agreement at any time after this point, either before or after you arrive and move in to the room, you will be liable for the full cost of the Rent. You may still request to cancel your booking but you will only be released from the Accommodation Agreement if a suitable replacement tenant can be found to take on your room for the remainder of the Tenancy Period. Only when a suitable replacement has been found, and accepted and confirmed by the Central Accommodation

Team, and only once the new tenant has checked in, will we release you from the Accommodation Agreement. In this case, you will be liable for accommodation fees up to the date the new tenant moves in to the room (equivalent to the loss suffered by us as a result of your termination of the tenancy). All requests for cancellation must be submitted in writing, via email, to pathways.accommodation@kaplan.com, for the request to be considered.

c) **Accommodation Payment**

- i) To secure your accommodation, you must pay Instalment 1 of your Rent (as set out in the Accommodation Agreement) (the “**Accommodation Payment**”), in addition to signing and returning the Accommodation Agreement. Once you return your signed Accommodation Agreement or submit it via the online accommodation booking portal, the Accommodation Payment will be applied by us towards the first payment of rent under the Accommodation Agreement. By returning your signed Accommodation Agreement, you are deemed to give your agreement for the Accommodation Payment to be treated in this way. On returning the signed Accommodation Agreement you will also be required to pay to us a £250 deposit. If you cancel your accommodation after signing the Accommodation Agreement, the £250 Deposit is refundable under the usual terms and conditions of the relevant deposit protection scheme.
- ii) If before you return a signed Accommodation Agreement to us by the Accommodation Confirmation Date you notify us that you do not wish to enter into a Accommodation Agreement, the Accommodation Payment will be retained by us and handled as outlined in paragraph 1)a) above.

d) **Cancellation due to Visa Refusal**

If you fail to meet UK visa entry requirements and you cancel your accommodation booking as a result of this prior to the Accommodation Confirmation Date, whether you have signed the Accommodation Agreement or not, the refund of any fees paid will be in line with section 4.1 of the Kaplan International Pathways UK Terms and Conditions <https://www.kaplanpathways.com/how-to-apply/uk-universities/terms-and-conditions/>.

e) **Cancellation due to deferral of arrival**

- i) As outlined in the Kaplan International Pathways UK Terms and Conditions, you may request to defer the start date of your course a maximum of two times. If your request to defer is granted, and you already have a secured accommodation booking, you will be required to enter into a new Accommodation Agreement. Any sums paid at that point will be applied to the new tenancy period. You are not guaranteed that a Room at the same Premises will be available at such time as your deferred start date, and you may be subject to increased rent.

- ii) If you reject the offer of a new agreement at such time and/or there is no availability at the accommodation at such time, or the accommodation offered does not meet the specifications stated in your previous accommodation offer or Accommodation Agreement, we will refund the amounts paid, minus the £250 Deposit if this has already been uploaded to the relevant deposit protection scheme. In this case the Deposit will be refunded under the usual terms and conditions of the relevant deposit protection scheme.
- iii) If you are offered the same option as your original booking, or what was stated in your Offer Letter (if different), and you choose to reject the offer of a new agreement, you will not be eligible for a refund of the Accommodation Payment, other than the £250 Deposit which will be refunded under the usual terms and conditions of the relevant deposit protection scheme.

2) **Termination of Accommodation Agreement by Kaplan**

- a) Subject to the provisions of the Housing Act 1988, Kaplan may terminate a student's Accommodation Agreement if:
 - i) the student fails to pay any instalment of Rent or other amounts payable in accordance with the terms of the Accommodation Agreement;
 - ii) the student fails to comply with their obligations in the Accommodation Agreement and is given notice to quit;
 - iii) the student's status as a student of the College is terminated or suspended for any reason whatsoever;
 - iv) the student fails to comply with their course attendance requirements; or
 - v) the student is declared bankrupt,

AND the effect of such termination will be to end the Tenancy and the student will still be liable for the outstanding Rent and any other payments due prior to the termination date. If Kaplan terminates a student's Accommodation Agreement, the student will be expected to vacate their Room within seven days of being given notice to quit.

- b) If the student fails to confirm their accommodation by the Accommodation Confirmation Date, we reserve the right to cancel the Accommodation Agreement. If the student subsequently informs us they still wish to take accommodation with us, they will be offered the next available Room which may not be the same as what was originally allocated. The student acknowledges that they are not guaranteed the same Premises or the same prices as the original offer, and they will be required to enter into a new Accommodation Agreement. If the student decides not to take this room, any refund of fees paid will only be granted in line with Kaplan International Pathways UK Terms and Conditions, and section 1 of this cancellation policy.

- c) In order to occupy the Room, you must attend the College. If you are expelled, withdraw or fail your course resulting in you leaving the College, you are required to notify us of the termination of the Accommodation Agreement. In these circumstances you will not be entitled to a refund of the accommodation fees paid prior to the termination date, other than the Deposit, which is refundable under the usual terms and conditions of the relevant deposit protection scheme. You will be required to pay the full contract price for the full term of the Accommodation Agreement which shall not exceed the loss suffered by us as a result of the termination by you of the Accommodation Agreement.

3) **Accommodation Security Deposit**

- a) The Deposit is paid as security for the performance of the student's obligations under the Accommodation Agreement, and is protected under a scheme with the Deposit Protection Service in England or My Deposit Scotland in Scotland (each being a "**Deposit Protection Scheme**"). A deduction of damages may be made from the Deposit in payment of any sums due by you (which are unpaid) including without prejudice to the foregoing generality:
- i) any sums due in respect of the cost of any damage and/or repairs to the Room or the Room Contents or the Flat;
 - ii) the cost of replacing any keys, door entry fobs, locks or similar, which shall not exceed the loss reasonably incurred by us as a result and subject to us providing you with written evidence of such loss; and
 - iii) the damages and/or costs incurred by us in removing any items left behind by the student.
- b) The student shall be advised via e-mail if a deduction is to be made from the Deposit.
- c) The student will not offset the Deposit against payment of Fees or other sums owed to the College.
- d) The College will transfer the Deposit into the relevant Deposit Protection Scheme in accordance with the terms and conditions of the relevant Deposit Protection Scheme.
- e) The College will inform the relevant Deposit Protection Scheme Administrator when the student's occupancy has ended, the amount to be refunded and the details of where to refund the money. The relevant Deposit Protection Scheme Administrator will then contact the student and confirm all details before returning the amount with 30 days of confirmation. Any dispute between the College and the student as to the amount of the Deposit to be refunded to the student will be resolved in accordance with the terms and conditions of the relevant Deposit Protection Scheme.