



Cancellation Policy Wales

This policy applies to all students reserving or occupying accommodation managed by Lumya Living in Wales and is issued in accordance with the **ANUK/Unipol National Code of Standards for Larger Developments (2026–2028)**.

Definitions:

For the purposes of this Policy, Student, Tenant, Tenancy Agreement, Holding Deposit and Security Deposit shall have the meanings set out in the Tenancy Agreement and relevant housing legislation.

Holding Deposit

Payment and Acceptance

On making your booking with Lumya Living, you will be asked to pay a Holding Deposit.

Payment of the Holding Deposit constitutes your acceptance that the Holding Deposit is retained to secure your room in accordance with these terms and conditions.

By paying the Holding Deposit, you agree that the Deadline to finalize the Occupation Contract (sometimes referred to as "Occupational Contract" or "Contract" throughout) following the receipt of the Holding Deposit fee shall be 14 days thereafter, or any other period agreed by us (the "Deadline").

Conversion to Security Deposit

By entering into the Occupation Contract your Holding Deposit converts to your refundable Security Deposit.

If your Occupation Contract is a Standard Occupation Contract in Wales, it will be protected in an independent government approved tenancy deposit protection scheme, such as the Tenancy Deposit Scheme (TDS).

Unless stated otherwise on Lumya Living's website, your Security Deposit will be refunded to you at the end of your Occupation Contract, provided there are no outstanding rent arrears or damage to your room and/or communal areas.





University verification and Offer of Accommodation

Lumya Living will make relevant checks to confirm your place at university. Once verified, you will receive an "Offer of Accommodation", and your online Occupation Contract will be available via the Booking App.

Signing the Occupation Contract

The Occupation Contract sets out the full terms and conditions under which you agree to rent a room with Lumya Living.

You will need to:

- Log into your account
- Check your personal details
- Read your Occupation Contract
- Sign the online contract

Rent Payment

Full-year payment: You will be asked to pay the full year's rent upfront unless you have a UK-based guarantor.

If you have a UK-based guarantor, you may pay rent in 3 or 4 instalments:

- First instalment: 5 weeks before contract start date (mandatory for move-in)
- Second instalment: September
- Third instalment: January
- Fourth instalment: April

If Accommodation cannot be offered

If for any reason we are unable to make you an Offer of Accommodation, we will:

- Contact you promptly with reasons or an alternative solution
- Refund your Holding Deposit in full via the original payment method if no suitable alternative can be offered.

Cancellation by you - cancellation within the cooling off period

Cooling-Off Period

If you choose to cancel your booking with Lumya Living, you have 14 calendar days after receiving the original Offer of Accommodation to do so and get a full refund of the Holding Deposit paid.





If your booking is made less than 14 days before your scheduled check-in date, you may cancel your booking until the earlier of:

- 14 days after receipt of the Offer of Accommodation email, and
- The Start Date on your Occupation Contract.

How to cancel

To cancel your booking, send an email to the relevant Offer of Accommodation email address listed on the individual site's contact details on www.lumyaliving.com

Lumya Living will refund your Holding Deposit within 10 working days of cancellation.

Cancellation after the cooling-off period

If you cancel your booking after the cooling-off period has expired:

- Your Holding Deposit will not be refunded, and
- You and your guarantor remain responsible for fulfilling the obligations set out in the Occupation Contract.

Period before you enter into your occupation contract

Lumya Living reserves the right to withhold your Holding Deposit and cancel your booking with notice if any of the following occur:

- We take all reasonable steps to enter into the Occupation Contract before the Deadline, and you fail to do so. For example, by not completing your application or not providing guarantor details and supporting documentation in a timely manner.
- You provide false or misleading information.
- We are legally prohibited from entering into the Occupation Contract, for instance under the Immigration Act 2014.

Period from and including when you have entered into the occupation contract

Release from contract for first-year Students

If you have entered into the Occupation Contract and wish to cancel your booking after the cooling-off period has expired, Lumya Living may release you from the contract up to and including 20 August, provided you meet the following criteria and can supply sufficient evidence:

1. You are a first-year prospective undergraduate student, and
2. Your offer of a place at your preferred University or Higher Education institution is either:
 1. Withdrawn because you did not achieve the required entry grades, or
 2. Surpassed, and you choose to attend a different University.



Evidence required

To meet the above criteria, you must provide Lumya Living with the following:

- A written rejection letter from your original University/Higher Education institution within 72 hours of your exam results being published.
- A copy of the acceptance letter from your new University.

If you provide proof in accordance with these Terms and Conditions, and to the reasonable satisfaction of Lumya Living, you will be entitled to cancel your booking. You will not be liable for the contractual obligations under the Occupation Contract from the date of cancellation.

Deferment of University entry

If you choose to defer your university entry to the next academic year before your Occupation Contract Start Date, we will cancel your Contract and refund any rent payments made as long as you provide the following information at least one week prior to your Start Date:

- Written confirmation from you that you wish to cancel your reservation due to deferring your university entry to the next academic year; and
- Supporting written evidence from the University or UCAS to confirm deferral.

In these circumstances, the Holding Deposit will be retained as a cancellation fee.

Failure to get into your first University of choice

Should you fail to gain the required qualifications and are not accepted into your first-choice University, or if you choose to attend a different University because you have exceeded your expected grades, you may cancel your Contract.

Lumya Living will refund your Holding Deposit and any rent payments made, provided you submit the following within the timescales set out below:

Written confirmation that you wish to cancel your reservation due to:

- Failing to obtain the required grades for your first-choice University, or
- Exceeding your expected grades and choosing to attend a different University.

Supporting written evidence from your University or UCAS confirming:

- Rejection of your entry to your first-choice University, or
- Acceptance at your new University.

This information must be provided within 72 hours of your exam results being published to be eligible for a refund of your Deposit and any rent paid.

- If you meet these requirements, any Deposit and rent paid will be returned in full.





- If you fail to provide the required information within 72 hours, any Deposit paid will be retained as a cancellation fee.

Failure to obtain a UK Visa

If you fail to obtain a UK Visa before the start date of your Occupation Contract, we will cancel your Occupation Contract and refund any rent payments made, so long as you provide within 72 hours of receiving your official confirmation:

- Supporting official evidence that your Visa was declined.
- Written confirmation that you wish to cancel your booking.

National Code Withdrawal Right

A Contract-holder may end their Occupation Contract where they withdraw from, are excluded from, or are refused admission to their institution of study.

A Contract-holder may also end their contract where illness results in a suspension of studies for more than 60 consecutive days, confirmed by the institution.

In all cases, a minimum of four weeks' written notice and reasonable supporting evidence are required.

UCAS, Visa and Course Change

Where eligibility criteria and evidence timescales are met, Lumya Living will release Contract-holders from their Occupation Contract and refund rent and deposit payments in accordance with this policy.

Cancellation for any other reason

If you have entered into the Occupation Contract and wish to cancel your booking after the cooling-off period has expired, and do not meet the eligibility criteria set out above:

- Your Holding Deposit will not be refunded, and
- You and your guarantor will remain responsible for all obligations under the Contract regardless of whether you have collected your keys.

If you cancel your booking but are able to find a suitable replacement contract-holder, subject to Lumya Living's approval, you may be released from your contractual obligations under the Occupation Contract:

- Any overpaid rent will be refunded, less an amount equal to your Holding Deposit, which will be retained as a cancellation fee.
- The site team will confirm your official release date.





Cancellations after you have moved into the accommodation

Release from the Occupation Contract

We hope you enjoy your stay in your accommodation. However, if you wish to leave during your contractual term, Lumya Living may agree to release you and your guarantor from your Contract, providing the conditions below are met.

No transfer or sub-letting

You agree not to transfer or sublet your Contract to anyone else without our written consent, in accordance with the terms of the Occupation Contract.

Finding a replacement contract-holder

Requirements for replacement contract-holder:

- Must be 18 years or older and enrolled as a full-time student at a university or college near the accommodation. For sites with agreements with specific universities, the replacement may be restricted to those institutions. Please check with your Accommodation Team.
- Must enter into a new Occupation Contract with Lumya Living and pay all sums due under that agreement.
- Must provide, where reasonable, a suitable UK-based guarantor who accepts the Terms and Conditions of the Occupation Contract.

Refunds and Fees:

- Refunds will be processed once the replacement contract-holder has signed the Occupation Contract, paid the required sums, and moved into the accommodation.
- An administration fee of GBP 50 is payable if you successfully find someone to take over your contract.

No replacement contract-holder found

If you fail to find a suitable replacement contract-holder, you will remain responsible for paying the full rent for the remainder of your contracted period.

Cancellation After Occupation Begins

Following occupation, release from the Occupation Contract will only be permitted where mandatory National Code rights apply or where a suitable replacement contract-holder is approved by Lumya Living.





Cancellations by Lumya Living

Our Terms and Conditions require you to sign your Occupation Contract online within 14 calendar days of receiving the Offer of Accommodation. If you fail to sign your Contract within this timescale, we may cancel your booking, giving notice by email and you will forfeit any booking fee paid if it is outside the cooling off period above.

If you fail to check-in on your accommodation start date and you have not signed your Contract, we may cancel your booking at any time by giving notice by email. If you are outside the cooling off period, your Holding Deposit will not be refunded.

Once you have signed your Contract, it may only be terminated if we mutually agree to do so or in the circumstances set out above.

Room and occupation contract changes

Change to the length of term of the Occupation Contract

- You may extend the length of your Occupation Contract without charge, up until the Start Date, subject to room availability.
- You are not permitted to shorten the length of your Contract.

Change to the Occupation Contract start date

If you wish to change your Occupation Contract start date, please contact your local Accommodation Team for assistance.

Room swaps

- You may upgrade your room or move to a different room of the same type as your original choice free of charge, up until the start date of your Occupation Contract, subject to availability.
- Room moves after the Occupation Contract has started will be subject to room availability and an administration charge of GBP 50 will apply for the variation of the Contract.

Governing law

This policy shall be governed by and construed in accordance with the laws of Wales.

