



Cancellation Policy England

This policy applies to all students reserving or occupying accommodation managed by Lumya Living in England 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, Reservation and Offer of Accommodation

Payment and acceptance

On making a booking with Lumya Living, the student will be asked to pay a Holding Deposit. Payment of the Holding Deposit constitutes acceptance that the Holding Deposit is retained to secure the room in accordance with this Policy and the applicable terms and conditions.

Reservation period / Deadline

By paying the Holding Deposit, the Deadline to finalize the Tenancy Agreement following receipt of the Holding Deposit shall be 14 calendar days thereafter, or any other period agreed by Lumya Living. The reservation period is therefore 14 calendar days from the date of the Offer of Accommodation unless an alternative period is agreed.

University verification and Offer of Accommodation

Lumya Living will make relevant checks to confirm the students' place at university. Once verified, the student will receive an Offer of Accommodation, and the online Tenancy Agreement will be made available via the Booking App.

Steps to sign the Tenancy Agreement

During the reservation period, the Tenant must complete all application steps, provide any required verification and sign the Tenancy Agreement. This includes:

- Logging into the account,
- Checking personal details,
- Reading the tenancy agreement and
- Signing the online contract.





Failure to do so may result in cancellation of the reservation.

Conversion to Security Deposit

By entering into the Tenancy Agreement, the Holding Deposit converts to the refundable Security Deposit. If the Tenancy Agreement is an Assured Shorthold Tenancy (AST) in England, 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, the Security Deposit will be refunded at the end of the tenancy, provided there are no outstanding rent arrears or damage to the room and/or communal areas.

Rent payment timing and instalments

- Full-year payment: the full year's rent is payable upfront unless the Tenant has a UK-based guarantor.
- Instalments with a guarantor: if the Tenant has a UK-based guarantor, rent may be paid in 3 or 4 instalments.
- First instalment: 5 weeks before the 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 Lumya Living is unable to make an Offer of Accommodation, it will contact the student promptly with reasons or an alternative solution and refund the Holding Deposit in full via the original payment method if no suitable alternative can be offered.

Cancellation by the Tenant within the cooling-off period

Standard cooling-off period

If the Tenant chooses to cancel the booking with Lumya Living, the Tenant has 14 calendar days after receiving the original Offer of Accommodation to do so and receive a full refund of the Holding Deposit paid.

Bookings made shortly before the tenancy start date

If the booking is made less than 14 days before the scheduled check-in date or tenancy start date, the Tenant may cancel the booking until the earlier of:

- (a) 14 days after receipt of the Offer of Accommodation email.
- (b) the Tenancy Start Date on the Tenancy Agreement.





In practical terms, where a booking is made less than 14 days before the tenancy start date, the cooling-off period ends on the tenancy start date.

How to cancel

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

Refund timing

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

Effect of cancellation after the cooling-off period

If the Tenant cancels the booking after the cooling-off period has expired, the Holding Deposit will not be refunded and the Tenant and guarantor remain responsible for fulfilling the obligations set out in the Tenancy Agreement, subject always to the specific release and withdrawal rights set out elsewhere in this Policy.

Period before the Tenant enters into the Tenancy Agreement

Grounds on which Lumya Living may cancel before signature

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

- Lumya Living takes all reasonable steps to enter into the Tenancy Agreement before the Deadline and the Tenant fails to do so, for example by not completing the application or not providing guarantor details and supporting documentation in a timely manner.
- The Tenant provides false or misleading information.
- Lumya Living is legally prohibited from entering into the Tenancy Agreement, for instance under the Immigration Act 2014.

Period from and including when the Tenant has entered into the Tenancy Agreement but before move-in

Release from contract for first-year students (up to and including 20 August)

If the Tenant has entered into the Tenancy Agreement and wishes to cancel the booking after the cooling-off period has expired, Lumya Living may release the Tenant from the contract up to and including 20 August, provided the Tenant is a first-year prospective undergraduate student and the offer of a place at the preferred university or higher education institution is either withdrawn because the required entry grades were not achieved, or effectively surpassed such that the student chooses to attend a different university.

Evidence required:





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

(a) A written rejection letter from the original university / higher education institution within 72 hours of the exam results being published; and

(b) A copy of the acceptance letter from the new university. If the Tenant provides proof in accordance with this Policy, and to the reasonable satisfaction of Lumya Living, the Tenant will be entitled to cancel the booking and will not be liable for the contractual obligations under the Tenancy Agreement from the date of cancellation.

Deferment of university entry

If the Tenant chooses to defer university entry to the next academic year before the Tenancy Start Date, Lumya Living will cancel the Tenancy Agreement and refund any rent payments made, provided the Tenant supplies the following information at least 1 week prior to the Tenancy Start Date:

(a) Written confirmation that the reservation is to be cancelled due to deferring university entry to the next academic year; and

(b) Supporting written evidence from the university or UCAS confirming deferral. In these circumstances, the Holding Deposit will be retained as a cancellation fee.

Failure to get into the first university of choice / UCAS outcome changes

If the Tenant fails to gain the required qualifications and is not accepted into the first-choice university or chooses to attend a different university because expected grades were exceeded, the Tenant may cancel the Tenancy Agreement. First-year students may therefore be released from their tenancy up to 20 August where university offers are withdrawn or changed due to examination outcomes.

Notice and evidence timing:

Lumya Living will refund the Holding Deposit and any rent payments made, provided the Tenant submits the following within 72 hours of the exam results being published:

(a) written confirmation that the reservation is to be cancelled due to failing to obtain the required grades for the first-choice university, or due to exceeding expected grades and choosing to attend a different university; and

(b) supporting written evidence from the university or UCAS confirming rejection of entry to the first-choice university, or acceptance at the new university.





If the Tenant meets these requirements, any deposit and rent paid will be returned in full. If the Tenant fails to provide the required information within 72 hours, any deposit paid will be retained as a cancellation fee.

Failure to obtain a UK visa before the tenancy start date

Students who fail to obtain a UK visa before the tenancy start date may cancel their tenancy. Lumya Living will cancel the Tenancy Agreement and refund any rent payments made, so long as the Tenant provides, within 72 hours of receiving the official confirmation:

- (a) supporting official evidence that the visa was declined; and
- (b) written confirmation that the booking is to be cancelled.

Where the eligibility criteria are met, any rent and deposit payments made will be refunded.

National Code withdrawal rights

A Tenant may terminate the tenancy where the Tenant withdraws from, is excluded from, or is refused admission to the institution of study. A Tenant may also terminate the tenancy where illness results in a suspension of studies for a continuous period exceeding 60 days and this has been agreed with the institution. In such circumstances, the Tenant must provide a minimum of four weeks' written notice, supply reasonable evidence and vacate the accommodation by the stated departure date.

Cancellation for any other reason

If the Tenant has entered into the Tenancy Agreement and wishes to cancel the booking after the cooling-off period has expired, but does not meet the eligibility criteria set out above, the Holding Deposit will not be refunded and the Tenant and guarantor will remain responsible for all obligations under the Tenancy Agreement, regardless of whether the keys have been collected. If the Tenant cancels the booking but is able to find a suitable replacement tenant, subject to Lumya Living's approval, the Tenant may be released from the contractual obligations under the Tenancy Agreement. Any overpaid rent will be refunded, less an amount equal to the Holding Deposit, which will be retained as a cancellation fee. The site team will confirm the official release date.

Cancellations after the Tenant has moved into the accommodation

Release from the Tenancy Agreement after occupation

Following occupation of the accommodation, cancellation will only be permitted where:

- (a) a suitable replacement tenant is approved by Lumya Living; or





(b) mandatory National Code withdrawal rights apply.

Lumya Living may agree to release the Tenant and guarantor from the contract during the contractual term, provided the conditions in this section are met.

No transfer or sub-letting

The Tenant must not transfer or sublet the tenancy to anyone else without Lumya Living's written consent, in accordance with the terms of the Tenancy Agreement.

Finding a replacement tenant - eligibility requirements

Any replacement tenant must:

- (a) be 18 years old or older and enrolled as a full-time student at a university or college near the accommodation.
- (b) where a site has agreements with specific universities, satisfy any restriction to those institutions.
- (c) enter into a new Tenancy Agreement with Lumya Living and pay all sums due under that agreement; and
- (d) provide, where reasonable, a suitable UK-based guarantor who accepts the terms and conditions of the Tenancy Agreement.

Refunds and fees where a replacement tenant is found

Refunds will be processed only once the replacement tenant has signed the Tenancy Agreement, paid the required sums, and moved into the accommodation. An administration fee of GBP 50 is payable if the Tenant successfully finds someone to take over the contract. More generally, an administration fee may be charged for agreed contract variations in line with the Tenancy Agreement.

No replacement tenant found

If the Tenant fails to find a suitable replacement tenant, the Tenant will remain responsible for paying the full rent for the remainder of the contracted period.

Cancellation by Lumya Living

Failure to sign within the reservation period / Deadline

Lumya Living requires the Tenancy Agreement to be signed online within 14 calendar days of receiving the Offer of Accommodation, unless another period is agreed. If the Tenant fails to sign the agreement within this timescale, Lumya Living may cancel the booking, giving notice by





email or otherwise confirming cancellation in writing. If the cancellation occurs outside the cooling-off period, the Holding Deposit / booking fee will not be refunded.

Failure to check in as agreed

If the Tenant fails to check in on the accommodation start date and has not signed the Tenancy Agreement, Lumya Living may cancel the booking at any time by giving notice by email. If the Tenant is outside the cooling-off period, the Holding Deposit will not be refunded.

Position once the Tenancy Agreement has been signed

Once the Tenancy Agreement has been signed, it may only be terminated if Lumya Living and the Tenant mutually agree to do so or in the circumstances expressly set out in this Policy, including the withdrawal, release and replacement-tenant provisions above.

Room and tenancy changes

Change to the length of term of the Tenancy

The Tenant may extend the length of the tenancy without charge, up until the Tenancy Start Date, subject to room availability. The Tenant is not permitted to shorten the length of the tenancy.

Change to the Tenancy Start Date

If the Tenant wishes to change the tenancy start date, the Tenant should contact the local Accommodation Team for assistance.

Room swaps and room move

The Tenant may upgrade the room or move to a different room of the same type as the original choice free of charge, up until the Tenancy Start Date, subject to availability. Room moves after the Tenancy Start Date will be subject to room availability and an administration charge of GBP 50 will apply for the variation of the Tenancy Agreement.

Governing law

This Policy shall be governed by and construed in accordance with the laws of England.

