

Kaplan Living Accommodation Cancellation Policy

Last updated 1st May 2024

If you are a student ("you") and you have signed or accepted a contract for accommodation with Kaplan ("us", "we", "our"), this policy applies to you. Throughout this policy, the accommodation contract shall be referred to as the "Accommodation Agreement".

This policy details what happens when you or we wish to cancel the Accommodation Agreement.

Please note that there are different sections of this policy that apply to you, depending on whether you are studying with Kaplan:

- If you are studying at a Kaplan Pathways College, sections 1 and 2 of this policy apply to you; and
- If you are not studying at a Kaplan Pathways College, sections 1 and 3 of this policy apply to you.

If you are unsure as to which sections of the policy apply to you, please contact us at: pathways.accommodation@kaplan.com and we will be able to help.

Please note that there may be additional cancellation terms that apply to you:

- If you are studying at a Kaplan Pathways College (excluding students of the University of York International Pathways College), there are additional cancellation terms in the general terms and conditions that were sent to you at offer stage; or
- If you are studying at the University of York International Pathways College, there are additional cancellation terms in the general terms and conditions that were sent to you at offer stage.

If those additional cancellation terms in any way conflict with the terms detailed in this policy, the terms in this policy shall prevail.

This policy also covers:

- what happens if you want to cancel any extra services in relation to your accommodation. Please see section 4 for these details; and
- what you should do if you have a complaint in relation to how we may have dealt with the cancellation of your accommodation or extra services. Please see section 5 for these details.

This policy should be considered fully incorporated into your Accommodation Agreement.

Section 1 – applicable to all students

If you wish to cancel your Accommodation Agreement, the following terms apply to all students:

(a) *Written notice*

You must give us written notice that you wish to cancel your Accommodation Agreement. This can be done:

- by post – to the Kaplan address stated in your Accommodation Agreement;
- by email – to the Kaplan email address stated in your Accommodation Agreement.

The written notice should include:

- the reason that you wish to cancel your Accommodation Agreement;
- the date on which you wish to cancel your Accommodation Agreement (i.e. the date you would like to move out); and
- the address of where you are planning to stay after you have moved out of your Kaplan accommodation.

Please note that regardless of the reasoning behind why you wish to cancel your Accommodation Agreement, you must always notify us of your wish to cancel using the methods above.

Please note that if you are cancelling your Accommodation Agreement on medical grounds, you should note the additional requirements to submit a qualified medical practitioner's letter at section 1, point (h) below.

(b) *Accommodation Cancellation Fee* – **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION OF THE POLICY**

When you cancel your Accommodation Agreement, you:

- **remain liable for all fees due under it. Most importantly, this includes the entirety of your licence fee.** Unless you fall into an exception mentioned elsewhere in this policy, you remain liable for all fees until a Suitable Alternative Student signs or accepts an Accommodation Agreement with us (please see section 1, point (c) below for more details concerning “Suitable Alternative Students”); **AND**
- **must pay an “Accommodation Cancellation Fee”** (defined below).

The Accommodation Cancellation Fee is intended to cover the cost of room preparation and cleaning for the arrival of a new student and the administration involved in ending your Accommodation Agreement early.

The amount of the Accommodation Cancellation Fee will depend on the date on which we receive written notice (in accordance with section 1, point (a) above) that you wish to cancel your Accommodation Agreement. If we receive the written notice:

- **BEFORE** the start date of your Accommodation Agreement, the payable Accommodation Cancellation Fee will be **£750**;
- **ON or AFTER** the start date of your Accommodation Agreement, the payable Accommodation Cancellation Fee will be **£250**.

Exceptions:

The applicable Accommodation Cancellation Fee is payable in most circumstances where a student wishes to cancel their Accommodation Agreement. The **ONLY** exceptions are detailed in the table below:

Exception	Are you liable to pay the applicable Accommodation Cancellation Fee in these circumstances?	Are you liable to pay all fees under your Accommodation Agreement in these circumstances?	Where to find more details on this exception in this policy
A Suitable Alternative Student is not found	No	Yes	Section 1, point (d)
Kaplan approves the cancellation of your Accommodation Agreement because, due to extenuating circumstances, you need to return to your home country	No	No	Section 1, point (g)
Kaplan approves the cancellation of your Accommodation Agreement on medical grounds	No	No	Section 1, point (h)
You are studying at a Kaplan Pathways College and wish to cancel your Accommodation Agreement because your visa has been refused	No	No	Section 2, point (b)
You are studying at a Kaplan Pathways College and wish to cancel your Accommodation Agreement because you submitted (and we accepted) a request to defer the start date of your course before the start date of your Accommodation Agreement	No	No	Section 2, point (c)
You are not studying at a Kaplan Pathways College and are cancelling within the Initial Cancellation Period	No	No	Section 3, point (a)

(c) *Suitable Alternative Student*

Primarily, it is your responsibility to find another student to occupy your room once you have left it (unless you fall into one of the exceptions mentioned elsewhere in this policy). This person shall be known as a “Suitable Alternative Student”. Kaplan will also assist you in finding a Suitable Alternative Student. A student **will not** be considered a Suitable Alternative Student if:

- they are already occupying a room with Kaplan;
- they are already signed another accommodation agreement for accommodation elsewhere;
- they are an existing Kaplan Pathways College student and other rooms are available with Kaplan in the city where your room is located (please note that we are prepared to consider an existing Kaplan Pathways College student where there are no rooms available with Kaplan in the city where your room is located) ;
- they are over-18 years of age if you are under-18; or
- they are of a different gender to you where you have been allocated a single gender flat.

It is in our absolute discretion as to whether a student will be considered a Suitable Alternative Student. If you believe you have found a Suitable Alternative Student to occupy your room, please contact us at pathways.accommodation@kaplan.com with their details. We will confirm whether or not they are a Suitable Alternative Student and therefore, whether they can move into your room. The Suitable Alternative Student will then be required to sign and/or accept our Accommodation Agreement.

Final Inspection:

If a Suitable Alternative Student is located by you or us and accepted by us, you are required to book and attend a final inspection of your room and flat by emailing pathways.accommodation@kaplan.com before returning the room key to the residence office and confirming your contact details on departure.

(d) Fees

You remain liable for all fees due under your Accommodation Agreement, **particularly and most importantly, the licence fee** until the start date of the Suitable Alternative Student's signed Accommodation Agreement (unless you fall into one of the exceptions mentioned elsewhere in this policy). When your room has been re-licensed by a Suitable Alternative Student, we will release you from your Accommodation Agreement provided that you have paid:

- all fees due under your Accommodation Agreement up until the start date of the Suitable Alternative Student's Accommodation Agreement; **AND**
- the applicable Accommodation Cancellation Fee. This will either be deducted from your final instalment of your licence fee or can be paid via our Flywire payment portal.

(e) If a Suitable Alternative Student is not found

If a Suitable Alternative Student is not found, you will remain liable for all fees due under your Accommodation Agreement until the end date of the agreement (unless you fall into one of the exceptions mentioned elsewhere in this policy). In such circumstances, no Accommodation Cancellation Fee is payable.

In such circumstances, you can submit an appeal to be released from your Accommodation Agreement earlier than its end date by emailing: pathways.accommodation@kaplan.com with any relevant supporting evidence. This evidence will be reviewed by the relevant Accommodation Manager and you (and your guarantor if applicable) will be notified of their decision and any next steps in writing.

(f) If you are in arrears under your Accommodation Agreement

If you are in arrears under your Accommodation Agreement (this means if you have missed an instalment of your licence fee or have missed any other payments due under your Accommodation Agreement), we will not consider any cancellation requests or appeals.

(g) If you need to return to your home country due to extenuating circumstances

If you need to return to your home country due to extenuating circumstances, please email: pathways.accommodation@kaplan.com. We may, at our sole discretion, approve the cancellation of your Accommodation Agreement for this reason. If cancellation of your Accommodation Agreement is approved by us, you will be released from your Accommodation Agreement on the day that you move out (or the date that approval of the cancellation was granted if you move out before you seek approval) and, provided that you provide to us a copy of your passport or other document evidencing return to your home country:

- you will be refunded any fees paid under your Accommodation Agreement provided that you are not able to recover such amounts under any insurance policy; and
- you will not be required to:
 - pay any further licence fees or other fees under your Accommodation Agreement; or
 - find a Suitable Alternative Student; or
 - pay the Accommodation Cancellation Fee.

(h) *Cancellation on medical grounds*

If you wish to cancel your Accommodation Agreement on medical grounds you need to:

- have notified us when you applied for accommodation of your medical condition (unless your medical condition began or was diagnosed after the start date of your Accommodation Agreement);
- if your medical condition began or was diagnosed after the start date of your Accommodation Agreement, have notified us of your condition as soon as practically possible (by emailing: pathways.accommodation@kaplan.com);
- have kept us informed of any concerns regarding your medical condition insofar as those concerns relate to your accommodation by emailing: pathways.accommodation@kaplan.com; and
- when notifying us of the fact that you wish to cancel your Accommodation Agreement, produce a letter from a qualified medical practitioner stating the reason why you are unable to continue living in your accommodation.

Cancellation of your Accommodation Agreement on medical grounds may or may not be approved at our sole discretion. If your cancellation on medical grounds is approved by us, you will be released from your Accommodation Agreement on the day that you move out (or the date that approval of the cancellation was granted if you move out before you seek approval) and you will not be required to:

- pay any further licence fees or other fees under your Accommodation Agreement (provided that you have paid your licence fees and any other fees up until the day that you move out or the date that approval of the cancellation was granted, whichever is later); or
- find a Suitable Alternative Student; or
- pay the Accommodation Cancellation Fee.

(i) *Cancellation of your Accommodation Agreement by Kaplan*

The circumstances in which Kaplan is permitted to cancel your Accommodation Agreement can be found in the Accommodation Agreement.

Section 2 – applicable to students studying at a Kaplan Pathways College

If you are studying at a Kaplan Pathways College and wish to cancel your Accommodation Agreement, the following terms apply:

(a) *After you receive your accommodation offer*

Once you receive your offer of accommodation from Kaplan, you must complete all of the necessary steps described in the offer letter, which *may* include (but may not be limited to):

- returning your signed Accommodation Agreement;
- confirming your guarantor if applicable; and
- paying the first instalment of your licence fee under your Accommodation Agreement by the agreed deadline.

If you do not complete the above steps (and any other steps described in your offer letter), we reserve the right to cancel your booking for accommodation with us. If you do not complete all of the steps described in your offer letter, you will not be liable to pay the Accommodation Cancellation Fee. In such circumstances, if you have made any licence fee payments, or other fees due under your Accommodation Agreement, such monies will be reallocated against any outstanding tuition fees or other charges on your account, or otherwise refunded to you.

(b) *Cancellation due to visa refusal*

If you fail to meet the UK visa entry requirements and therefore wish to cancel your Accommodation Agreement:

- if you are a Kaplan Pathways Student and you do not attend the University of York International Pathways College (UYIPC), please see section 4.1.2 of the Kaplan International Pathways UK terms and conditions: <https://www.kaplanpathways.com/terms-and-conditions/uk-terms-and-conditions/>.
- if you are a Kaplan Pathways Student and you do attend UYIPC, please see section 4.1.2 of the UYIPC terms and conditions: <https://www.kaplanpathways.com/terms-and-conditions/university-of-york-international-pathway-college/>

In both of the circumstances outlined above, you will not :	In both of the circumstances outlined above, you will :
• be required to find a Suitable Alternative Student; or	receive a refund of any fees paid under your Accommodation Agreement provided that you submit a request in writing to

• have to pay the Accommodation Cancellation Fee; or • have to pay any licence fees or other fees due under your Accommodation Agreement.	pathways.accommodation@kaplan.com (or to the UYIPC admissions office if you attend UYIPC) containing the following information/documentation: • a copy of your passport; • an official refusal letter from the UK immigration authorities that does NOT refer to: ○ fraudulent or counterfeit documents being submitted as part of the application; or ○ adverse immigration history not being disclosed at the point of an application being submitted to us or UYIPC. Please note that receipt of a refund of any fees paid under your Accommodation Agreement in these circumstances is also subject to you following all advice given to you by our or UYIPC visa advisors, or by your visa counsellor from a visa agency in your own country.
--	---

(c) *Deferral*

You are permitted to request a deferral of the start date of your course no more than twice. If you wish to cancel your Accommodation Agreement because you have deferred the start date of your course, the accommodation fees you are required to pay depend on when you submit your deferral request. If we receive your request for deferral:

- **before the start date of your Accommodation Agreement**, if your request for deferral is granted, your Accommodation Agreement will be cancelled and you will be required to enter into a new Accommodation Agreement in line with the new start date for your course. Please note that you are not guaranteed a room at the residence specified in your cancelled Accommodation Agreement. In these circumstances, you will not:
 - be required to find a Suitable Alternative Student; or
 - have to pay the Accommodation Cancellation Fee; or
 - have to pay any licence fees or other fees due under your cancelled Accommodation Agreement.

Any fees paid in relation to your cancelled Accommodation Agreement will be reallocated to your new Accommodation Agreement.

- **on or after the start date of your Accommodation Agreement**, if your request for deferral is granted:
 - in accordance with section 1, points (c) and (d) above, you remain liable for all fees due under your Accommodation Agreement, including the entirety of your licence fee until a Suitable Alternative Student signs or otherwise accepts an Accommodation Agreement with us (please see section 1, point (c) above for more details concerning "Suitable Alternative Students"); **AND**
 - in accordance with section 1(b) above, you must pay an "Accommodation Cancellation Fee" (unless a Suitable Alternative Student is not found, in which case no Accommodation Cancellation Fee is payable in accordance with section 1, point (e) above).
 - Please note:
 - once you have paid (1) all fees due under your Accommodation Agreement, including the entirety of your licence fee (or a Suitable Alternative Student moves into your room); and (2) the Accommodation Cancellation Fee, your Accommodation Agreement will be cancelled; and
 - if you choose to enter into a new Accommodation Agreement with us in line with the new start date of your course, you are not guaranteed the room, residence or rate specified in your original Accommodation Agreement; and
 - any fees paid in relation to your cancelled Accommodation Agreement will not be reallocated to any new Accommodation Agreement that you may choose to enter into with us.

(d) *Withdrawal*

If you wish to cancel your Accommodation Agreement because you have withdrawn from your Kaplan Pathways College course, the accommodation fees you are required to pay depend on the date that you notify us that you wish to withdraw from your course. If you notify us of your withdrawal:

- **before the start date of your Accommodation Agreement**, we will cancel your Accommodation Agreement, and you will not be liable to pay any licence fees or other fees under it. You will also not be required to find a Suitable Alternative Student. However, you will be liable to pay the Accommodation Cancellation Fee (please see section 1, point (b) above);

- **on or after the start date of your Accommodation Agreement**, in accordance with section 1 above:
 - you remain liable for all fees due under your Accommodation Agreement, including the entirety of your licence fee until a Suitable Alternative Student signs or otherwise accepts an Accommodation Agreement with us (please see section 1, point (c) above for more details concerning "Suitable Alternative Students"); **AND**
 - you must pay an "Accommodation Cancellation Fee" (defined above at section 1, point (b)) (unless a Suitable Alternative Student is not found, in which case no Accommodation Cancellation Fee is payable in accordance with section 1, point (e) above).

Section 3 – applicable to students NOT studying at a Kaplan Pathways College

If you are NOT studying at a Kaplan Pathways College and wish to cancel your Accommodation Agreement, the following terms apply:

(a) Initial Cancellation Period

There is a short period after you return your signed or accepted Accommodation Agreement to us during which you can cancel your Accommodation Agreement without any fees being due, known as the "Initial Cancellation Period". The duration of the Initial Cancellation Period depends on the date that you returned your signed or accepted Accommodation Agreement to us. If you return your Accommodation Agreement to us:

- **on or before 1 August**, the Initial Cancellation Period is three working days from that you return your Accommodation Agreement to us (the first working day shall be the day of return, unless this is a non-working day, in which case the first working day shall be the first working day after the day of return). For any cancellation request to be deemed to be within this Initial Cancellation Period, it must have been received by us before the end of the third working day from the date of return of your Accommodation Agreement;
- **after 1 August**, the Initial Cancellation Period is one working day, starting with the day that your Accommodation Agreement is returned to us. For any cancellation requested to be deemed within this Initial Cancellation Period, it must have been received by us before the end of the next working day after you return the Accommodation Agreement to us.

(b) Withdrawn offer

If you are a prospective student and your offer of a place at your preferred educational institution is withdrawn because you did not achieve the required entry grades, you may be eligible to be released from your Accommodation Agreement without having to pay any further fees under it. In order to apply to cancel your Accommodation Agreement on these grounds, within three working days from the date that your exam results are published, please send to this email address:

pathways.accommodation@kaplan.com:

- written confirmation that you wish to cancel your Accommodation Agreement;
- supporting documentation of your failure to secure a place at your preferred educational institution; and
- written confirmation of whether you are attending another educational institution in the UK, and the name of that educational institution (see below for more details on this).

If we receive the above information and documentation within three working days from the date that your exam results are published, and you are not attending another educational institution in a city that Kaplan offers accommodation, we will cancel your Accommodation Agreement, and you will not be liable to pay any licence fees or other fees under it. You will also not be required to find a Suitable Alternative Student. However, you will be liable to pay the Accommodation Cancellation Fee (please see section 1, point (b) above).

If you are attending another educational institution in a city that Kaplan offers accommodation, and Kaplan is able to do so, you will be offered alternative accommodation in that city dependent on availability and your Accommodation Agreement will be amended and remain in place accordingly. If there is no availability, we will cancel your Accommodation Agreement, and you will not be liable to pay any licence fees or other fees under it. You will also not be required to find a Suitable Alternative Student. However, you will be liable to pay the Accommodation Cancellation Fee (please see section 1, point (b) above).

Section 4 – applicable to students who wish to cancel any Extra Services

If you wish to cancel any bedding packs, kitchen packs, laundry services, room cleaning services, or Kaplan Living Special Support services ("Extra Services"), you must notify us by emailing: pathways.accommodation@kaplan.com. Please note that not all Kaplan accommodation offers all Extra Services. The following conditions apply to cancellation of Extra Services if they are offered at your accommodation:

(a) *Bedding packs, kitchen packs and laundry services (the “Section A Services”)*

Any refund for cancellation of the Section A Services is dependent on when we receive your request to cancel the Section A Services. If we receive a request to cancel any of the Section A services:

- **seven or more calendar days before the start date of your Accommodation Agreement**, you will receive a full refund of any prepaid charges for the Section A Services, provided you do not have any outstanding fees due to us in respect of other services (in which case those prepaid charges will be reallocated to cover some or all of those outstanding fees depending on the amount due and you will be refunded the difference where applicable) and, if applicable, you will be released from any further obligations to pay for the Section A Services for the duration of your Accommodation Agreement;
- **six or less calendar days before the start date of your Accommodation Agreement (including where such requests are received after the start date of your Accommodation Agreement)**, no refund of any prepaid charges for the Section A Services will be given, and, if applicable, you will continue to be liable for the full cost of the Section A Services for the duration of your Accommodation Agreement (provided you do not have any outstanding fees due to us in respect of other services, in which case those prepaid charges will be reallocated to cover some or all of those outstanding fees depending on the amount due and you will be refunded the difference where applicable).

(b) *Room cleaning services (the “Section B Services”)*

Any refund for cancellation of the Section B Services is dependent on when we receive your request to cancel the Section B Services. If we receive a request to cancel any of the Section B services:

- **seven or more calendar days before the start date of your Accommodation Agreement**, you will receive a full refund of any prepaid charges for the Section B Services, provided you do not have any outstanding fees due to us in respect of other services (in which case those prepaid charges will be reallocated to cover some or all of those outstanding fees depending on the amount due and you will be refunded the difference where applicable) and, if applicable, you will be released from any further obligations to pay for the Section B Services for the duration of your Accommodation Agreement;
- **six or less calendar days before the start date of your Accommodation Agreement (including where such requests are received after the start date of your Accommodation Agreement)**, you will continue to be liable to pay for the Section B Services for 30 calendar days after we receive your cancellation request. Once the period of 30 calendar days ends, you will be released from your payment obligations. You will receive a pro-rata refund in these circumstances if prepaid charges for the Section B services exceed the amount payable for the 30 calendar day period (provided you do not have any outstanding fees due to us in respect of other services, in which case those prepaid charges will be reallocated to cover some or all of those outstanding fees depending on the amount due and you will be refunded the difference where applicable).

(c) *Kaplan Living Special Support services (“KLSS”)*

KLSS is a mandatory Extra Service for all students who, at the start date of their Accommodation Agreement, will be 17 years old or younger. Therefore, KLSS cannot be cancelled for the duration of the Accommodation Agreement (including for those students who turn 18 years old during the term of their Accommodation Agreement). However, KLSS is also offered as an optional Extra Service for any students who are 18 years old or over. If you have booked KLSS as an optional Extra Service and now wish to cancel, any refund for cancellation of KLSS is dependent on when we receive your request to cancel KLSS. If we receive a request to cancel any KLSS:

- **seven or more calendar days before the start date of your Accommodation Agreement**, you will receive a full refund of any prepaid charges for KLSS, provided you do not have any outstanding fees due to us in respect of other services (in which case those prepaid charges will be reallocated to cover some or all of those outstanding fees depending on the amount due and you will be refunded the difference where applicable) and, if applicable, you will be released from any further obligations to pay for KLSS for the duration of your Accommodation Agreement;
- **six or less calendar days before the start date of your Accommodation Agreement (including where such requests are received after the start date of your Accommodation Agreement)**, you will continue to be liable to pay for KLSS for 30 calendar days after we receive your cancellation request. Once the period of 30 calendar days ends, you will be released from your payment obligations. You will receive a pro-rata refund in these circumstances if prepaid charges for KLSS exceed the amount payable for the 30 calendar day period (provided you do not have any outstanding fees due to us in respect of other services, in which case those prepaid charges will be reallocated to cover some or all of those outstanding fees depending on the amount due and you will be refunded the difference where applicable).

Section 5 – what to you if you have a complaint in relation to any section of this policy

If you are not satisfied that Kaplan have complied with this policy and wish to submit a complaint, our complaints policy (linked [here](#)) gives information on what you should do, together with details of how we will handle your complaint.

Please contact the Accommodation Team at pathways.accommodation@kaplan.com if you have any questions, or require any further details.