

Student One Cancellation and Termination Policy – Terms and Conditions

Cancellation of booking prior to arrival

A cancellation in this instance is where a request is made by a student to not proceed with occupation under a Residential Agreement at a Student One property on the previously booked and confirmed scheduled start date (**Arrival Date**).

Terms and conditions as they relate to cancellations vary depending on the amount of notice provided by the student prior to the Arrival Date.

7 days or greater - Should the cancellation request be received by Student One 7 days or greater prior to the Arrival Date then any monies held by Student One as rent in advance will be refunded to the Student within 5 business days of Student One receiving the cancellation request. Once the cancellation request has been acknowledged by Student One then the student's obligations to the Residential Agreement are released.

Less than 7 days before Arrival Date - Should the cancellation request be received by Student One less than 7 days prior to the scheduled Arrival Date, then one weeks rent, paid as rent in advance will be held as a cancellation fee by Student One. Any monies paid over and above 1 weeks rent will be refunded to the Student within 5 business days of Student One receiving the cancellation request. Once the cancellation request has been acknowledged by Student One then the student's obligations to the Residential Agreement are released.

All requests to cancel a booking must be made in writing to Student One noting the reason for the request. Any refunds made by Student One to the student cancelling their Residential Agreement will exclude any financial transaction fees incurred in making the refund. Cancellations of a booking cannot occur following an Arrival Date, by which time the Residential Agreement will be deemed to have commenced

Termination of booking after Residential Agreement commencement

It is an expectation that when a student enters into a Residential Agreement that the agreement will stay in force for the full term and that all parties will be obliged to comply with their commitments under the Residential Agreement. With the exception of a lease on a Flexi Stay rtae, if a resident wish to terminate the agreement prior to the end date (**Departure Date**) at a Student One Property after the Arrival date, the resident will be required in the first instance to find a replacement student to takeover the contract for the balance of the term. The Contract Takeover Application Form must be completed and approved by Student One before the terminating student can leave.

Student One does acknowledge however that there are exceptional circumstances under which the termination of a Residential Agreement can be considered.

In the event that a student wants to terminate a Residential Agreement prior to the end of the term of the agreement (**Departure Date**) at a Student One property after the Arrival Date, the Student must complete the Student One 'Agreement Termination Form' (available from reception) before the termination can be assessed.

Upon receiving the Agreement Termination Form, Student One will assess the application in consultation with the student. Student One acknowledges that possible reasons to terminate may vary according to the student's individual circumstances. These circumstances will be taken into

consideration when Student One assesses the request. Some factors that may be considered by Student One in assessing an application include 'excessive financial hardship', 'unanticipated and unplanned early termination from a place of study', 'cancellation of a student visa' or 'health and welfare related conditions'. Documented evidence will be required in all instances supporting any claims.

In assessing the application, Student One will make several suggestions to mitigate any lost rent by Student One as a result of an early termination of the Residential Agreement. These will be discussed with the student prior to any agreement being reached. These may include but are not limited to, payment of rent to an agreed upon date or forfeiture of bond payments held by the Residential Tenancy Authority of Queensland to Student One.

Should the termination request be granted, it is expected that the Student will meet all conditions of the agreed termination.

Residential Agreements on Flexi Stay rates can be terminated at any time giving 2 weeks' notice to Student One.