



St Chad's College Durham

Accommodation Termination Policy

1. Purpose

This policy explains the charges that apply where a student's Licence Agreement to occupy College accommodation ends before the end of the agreed Period of Occupancy.

It provides clear information about:

- charges for the period the student has occupied College accommodation;
- the Early Termination Charge;
- how these charges are applied; and
- how a student may ask for the Early Termination Charge to be waived or reduced where they believe there are grounds for doing so.

This policy should be read alongside the student's Particulars of Offer and Licence Agreement for College accommodation.

2. Scope

This policy applies to students in College-managed accommodation whose Licence Agreement is terminated before the end of the Period of Occupancy stated in their Particulars of Offer.

It applies where the Licence is terminated early in accordance with the terms of the Licence Agreement, including where:

- the student requests early termination of their Licence; or
- the College terminates the Licence in circumstances permitted by the Agreement.

3. Contractual Liability

By accepting an offer of College accommodation, a student enters into a legally binding Licence Agreement for the Period of Occupancy stated in their Particulars of Offer.

The Licence Agreement sets out the financial consequences where that Agreement ends early. The Particulars of Offer also draws students' attention specifically to the Early Termination provisions before they accept their accommodation.

This policy explains how those provisions are administered. It does not replace or amend the terms of the Licence Agreement.

4. Charges following termination

Where a Licence Agreement is terminated early, **all students will initially be charged both:**

- **Time in Residence;** and
- **the Early Termination Charge.**

These are separate charges and are calculated independently.

The College will not automatically waive the Early Termination Charge because of the reason a student has terminated their Licence. Where a student believes there are grounds for the charge to be waived or reduced, they must follow the review process set out in Section 7 of this policy.

5. Time in Residence

Time in Residence is the accommodation charge payable for the period from the start of the student's liability for the accommodation up to and including the effective date of termination.

The charge is calculated on a pro-rata basis in accordance with the Licence Agreement and reflects the accommodation and, where applicable, catering provided during that period.

Time in Residence is payable in all cases and represents accommodation and services already provided before the Licence ended.

The Licence Agreement expressly provides for the student's outstanding Licence Fee for the period they have been resident to be charged up to and including the date of termination, calculated on a pro-rata daily basis.

6. Early Termination Charge

In addition to Time in Residence, **an Early Termination Charge will be applied whenever a Licence Agreement is terminated early and the charge is payable under the terms of the Licence Agreement.**

The Early Termination Charge reflects the financial loss incurred by the College as a consequence of the accommodation contract ending before the agreed end of the Period of Occupancy.

The amount payable will be calculated in accordance with Clause 2 of the Licence to Occupy College Accommodation.

The College will raise the Early Termination Charge as part of the normal early termination process. A student who believes that there are grounds for the charge to be waived or reduced must request a review in accordance with Section 7.

Submitting a request for review does not mean that the charge was incorrectly raised. **The standard position is that the Early Termination Charge applies; any subsequent waiver or reduction is an exception following consideration of the individual circumstances.**

7. Requesting a waiver or reduction of the Early Termination Charge

Where a student believes there are circumstances which justify the Early Termination Charge being waived or reduced, they must submit a request to the **Vice Principal, Dr Victoria Brown**.

Requests should be made in writing and should:

- explain clearly why the student believes the Early Termination Charge should be waived or reduced; and
- include any relevant supporting information or evidence.

The Vice Principal will consider the circumstances of the case and determine whether the Early Termination Charge should:

- remain payable in full;
- be reduced; or
- be waived.

A waiver or reduction is not automatic and will depend upon the circumstances of the individual case.

Time in Residence remains payable regardless of whether the Early Termination Charge is subsequently reduced or waived.

8. Disputes and further review

Where a student remains dissatisfied following consideration by the Vice Principal, the dispute and complaints provisions contained within the Licence Agreement for College Accommodation will apply.

The current Licence provides a route for disputes concerning the Agreement to be considered formally via the Finance and Operations Director and, where the student remains dissatisfied, for the matter to progress to the College's student complaints procedure.

9. Invoicing

Following early termination, the College will calculate the student's revised accommodation liability.

The revised account will include:

- any outstanding Time in Residence; and
- the applicable Early Termination Charge.

Payment will be required in accordance with the terms of the Licence Agreement and the College's normal invoicing arrangements.

10. Relationship with other accommodation charges

The Early Termination Charge is separate from:

- Time in Residence;
- any outstanding accommodation charges incurred before termination;
- catering charges attributable to the student's period of residence; and
- any other charges properly due under the Licence Agreement.

A waiver or reduction of the Early Termination Charge does not automatically waive any other amount owed to the College.

11. Transparency and communication

The College will ensure that information about early termination charges is:

- made available before students enter into an accommodation contract;
- clearly referenced in the Particulars of Offer and Licence Agreement; and
- applied consistently in accordance with the terms of the Licence Agreement and this policy.

12. Review

This policy will be reviewed annually and whenever there is a material change to the Licence to Occupy St Chad's College Accommodation relating to early termination.

Last Reviewed: for academic year 2026/27

13. Contact information

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