

## Early Departure Policy

In accordance with section 7 of the [Accommodation Terms and Conditions](#) your right to terminate your accommodation agreement is affected by whether you remain a registered full-time student.

If you are withdrawing from or suspending your studies, or if your studies have been terminated by the University, please refer to **section 1** of this document.

If you are remaining a registered full-time student but want to leave the Accommodation before the end of the period of residence, please refer to **section 2** of this document.

### **Section 1 – Applicable to students withdrawing from or suspending their studies, or to students who have had their studies terminated by the University**

In keeping with clause 7.1 of the [Accommodation Terms and Conditions](#) you can no longer remain in University accommodation if you cease to be a registered full-time student at any time during the Period of Residence. In these circumstances, the following terms will apply:

#### **a) Notifying us of your intent to withdraw from/suspend your studies**

- i. If you are withdrawing from or suspending your studies, you are required to inform us immediately. To do so you must complete a copy of our 'Early Departure Request Form 1: Withdrawing from the University/Suspending Your Studies/Studies Terminated by the University'; a copy of the form can be requested from the Accommodation Team. Completed copies must be returned electronically to [accommodation@yorks.ac.uk](mailto:accommodation@yorks.ac.uk).
- ii. Once the Accommodation Team have received a completed copy of the form, confirmation of your withdrawal/suspension will be sought from the Student Records Team.

#### **b) Leaving Your Accommodation**

- i. As per clause 7.1 of the [Accommodation Terms and Conditions](#) you will be required to vacate your accommodation and return your keys within 7 days of:
  - i. Receiving a notification of termination or suspension of studies (if the University has taken this decision), or
  - ii. Submitting a request to terminate or suspend your studies (if you have taken this decision).
- ii. The 7 day period will be calculated and communicated to you via email once the Accommodation Team have received withdrawal/suspension/termination confirmation from the Student Records Team; you will be required to return your keys by this date.
- iii. In instances where the Accommodation Team are notified of your withdrawal/suspension/termination by the Student Records Team before the Accommodation Team have received a completed request form, the 7 day period will be calculated and you will be instructed via email to vacate your accommodation.
- iv. You will remain liable for your accommodation fees until the end of the 7 day period (or later if you fail to return your keys by this date). If you have already paid your accommodation fees beyond this date a proportional refund will be issued.
- v. You are expected to leave your room in a reasonable condition. If the room is found to be in an unacceptable state, damage charges may be issued at the discretion of the Accommodation Services Manager.

**c) Failure to vacate your accommodation within the specified timeframe**

- i. If you fail to vacate your accommodation fees return your keys within the specified timeframe you will continue to remain liable for your accommodation fees.
- ii. If you fail to vacate your accommodation and return your keys by the end of the 7 day period you will be issued with a further 48 hours' notice to vacate. This notification will be sent to you electronically via email and in paper form to your University and home addresses.
- iii. Failure to vacate your accommodation and return your keys within the additional 48 hours will result in legal action.
- iv. You will continue to remain liable for your accommodation fees until you return your keys.

**d) Right to Appeal**

- i. If you are appealing the University's decision to terminate or suspend your studies, you are still required to vacate your accommodation and return your keys within the specified timeframe. If your appeal is upheld you will be permitted to return to University accommodation, however we cannot guarantee that we will be able to provide you with your original room.

**Section 2 – Applicable to students who are continuing their studies at the University but no longer want to remain in their accommodation**

If you want to leave the accommodation before the end of the period of residence for any reason other than terminating your studies at the University, you can only be released from the agreement in exceptional circumstances; this is in accordance with clause 7.4 of the [Accommodation Terms and Conditions](#). In these instances, the following terms apply:

**a) Requesting an Early Departure**

- i. Requests of this nature will only be considered if you have completed the 'Early Departure Request Form 2: Terminating Your Accommodation Agreement, Whilst Remaining a Registered Full-Time Student'. Enquiries over the phone, via email or in person will not be considered as formal requests. A copy of the form can be requested from the Accommodation Team; completed copies must be returned electronically to [accommodation@yorks.ac.uk](mailto:accommodation@yorks.ac.uk).
- ii. Requests will be reviewed by a panel. Subject to the circumstances of the request, the panel will include the Accommodation Services Manager and an appropriate representative from one or more of the following teams:
  - Wellbeing
  - Learning Support
  - Funding Advice
  - Students' Union

Other appropriate University teams may be included in the panel if required. If the Accommodation Services Manager is unavailable an appropriate member of the Accommodation Team will act in their absence.

- iii. Requests will only be approved if there are deemed to be exceptional circumstances, such as on grounds of health or if you experience a significant change in your personal circumstances.
- iv. Requests will be responded to within 2 working days; the outcome of the panel will be sent to your University email address.
- v. The Accommodation Services Manager reserves the right to offer a room move or another alternative resolution if they deem it appropriate.

**b) Leaving Your Accommodation**

- i. If we agree to release you from the Agreement, we will give you 30 days to vacate the accommodation and return your keys. The date on which the 30 day period will terminate will be calculated from the date on which we received your request form; this will be communicated to you via email to your University email address. The agreement will automatically terminate at the end of those 30 days (or the date on which you return your keys, if later).
- ii. If you return your keys in advance of the termination date you will still be required to pay the accommodation fees until the end of the 30 day period. If you have already paid your accommodation fees beyond this date a proportional refund will be issued.
- iii. You are expected to leave your room in a reasonable condition. If the room is found to be in an unacceptable state, damage charges may be issued at the discretion of the Accommodation Services Manager.

**c) Right to Appeal**

- i. If your early departure request is denied you have the right to appeal. Appeals should be submitted in writing to the [Head of Campus and Residential Services](#).