



# VICTORIA HALL Management Limited

## Point Campus (the “Building”) Cancellation Policy

In this cancellation policy the following defined words shall apply

<b>Contractual Term:</b>	31 <sup>st</sup> August 2019 and expiring on 12 noon on 6 <sup>th</sup> June 2020 for 40 week contracts, or at 12 noon on 22 <sup>nd</sup> August 2020 for 51 week contracts
<b>Licence:</b>	The licence you have entered to occupy a room or studio in the Building;
<b>Room:</b>	the room in the Building which you have entered into a licence with us to occupy;
<b>Studio:</b>	the Studio in the Building which you have entered into a licence with us to occupy;
<b>We, us, our, Licensor:</b>	EFIV Irish Property ICAV (for and on behalf of its sub-fund EFIV Irish Property Fund), who in the Licensor of the Building; and
<b>You, your, Licensee:</b>	the person who agrees to occupy a room at the Building from us.

You may cancel the Licence that you have entered into with us by giving us written notice of your intention to cancel on the following basis:

- (a) If your notice of cancellation is received by us in writing within 24 hours after you have submitted an application form and the Contractual Term of the Licence has not commenced, we will make no charge and the initial payment of €300 will be refunded in full; or
- (b) If your notice of cancellation is received by us 24 hours after you have submitted an application form and before 1<sup>st</sup> August 2019 and the Contractual Term of the Licence has not commenced, you may cancel your booking by writing to us provided that we will be entitled to retain the total initial payment of €300; or

(c) If your notice of cancellation is received on or after the 1st August 2019, we will not accept a cancellation of your Licence for the Room or Studio until a replacement Licensee is found for the Room or Studio. We shall endeavour to re-licence the Room however cannot guarantee that we will be able to do so. You will remain liable to pay the Occupancy Fees for the Room or Studio and all other charges and costs under your Licence for the period to the date that a replacement licensee for the Room or Studio commences. We reserve the right to charge you a fee in the sum of €100 as a contribution towards our administration costs incurred in dealing with the cancellation of the Licence and the sourcing of a new Licensee.

If a replacement Licensee is found for the Room or Studio we will release you from your Licence with effect from the date that the new Licence for the Room or Studio begins.

In the event you fail to honour your contractual obligations in relation to the payment of Occupancy Fees on the due dates before occupation of the Room or Studio, we may cancel your Licence by giving you notice in writing of cancellation; in the circumstances we will not repay any advanced payments made by you to us.

In the event that we cancel the Licence at any time before occupation of the Room or Studio by you, we shall give you as much advanced written notice as we can in the circumstances and will repay the initial payment to you and any other fees that we have taken from you in connection with the Licence.

**Exception for prospective first year undergraduate students:**

If after receiving your leaving certificate results you are not offered your place at your chosen university, then we may be able to release you from your licence. You must submit your cancellation request in writing or email to the Hall Manager on or before 21st August. You must enclose a copy of your rejection letter from the University. Once this has been received, we will review the documents and assess your cancellation request. Should your cancellation request be accepted we will then refund your advance rent payment accordingly.