

# Booking Terms and Conditions

Year: 2024-25

## Property name: Benedicts Gate

### Advance Rent Payment

To secure the booking an advance rent payment of £150 will be due at the time of completing the application. This amount is credited against the first rent instalment. Once the tenancy agreement is countersigned the tenant and guarantor are fully committed to the contract and all the payments set out in the agreement. The advance rent payment will appear on the payment portal as 'Advance Rent Payment'.

### Full Rent Payment (Please check with the Residents' Team if this is applicable to your chosen property)

If you are unable to provide a guarantor, a booking can still be progressed by committing to pay the full rent for the period of the tenancy in advance. The full rent payment will be due on the 1st August 2024. If full rent is not paid in advance and no guarantor is provided, the booking may be cancelled.

### Damage Deposit

The Damage Deposit of £150 is due on the 1st August 2024 and is refundable at the end of the tenancy, less any deductions for outstanding charges for damages, rent or other charges. Payment of the Damage Deposit must be made by the tenant directly rather than by any third party on the tenant's behalf.

### Tenancy Agreement

A sample Tenancy Agreement can be viewed on the chosen property's website page.

Once the accommodation is selected, we allow five days for the applicant and guarantor (as applicable) to sign the Tenancy Agreement.

Once both have signed the agreement, it will then be countersigned by the Landlord and become legally binding. The tenant and guarantor are then legally committed to paying the rent in full even if the tenant does not move into the property or chooses to leave the property early.

If the agreement is not signed by the applicant and guarantor during the five-day period, the booking may be cancelled without any penalty on our part and with immediate effect.

If booking accommodation after the 1st August 2024, the time allowed for the applicant and guarantor to sign the Tenancy Agreement will be two days.

All negotiations will be subject to contract and payment of the initially requested funds.

### Sanction Checks (Please check with the Residents' Team if this is applicable to your chosen property)

Once the applicant and guarantor have signed the agreement, sanction screening may be conducted before the booking is completed. The Landlord may have the requirement to undertake sanction checks on both the applicant and guarantor. Sanction checks are specialised checks involving several Governments sanction databases to identify and list individuals who have been convicted of serious crimes and or terrorism offences. The checks are conducted by Veri-Check on the Landlords behalf.

By signing the Tenancy Agreement, the applicant and guarantor are confirming they will pass these checks. Should they fail, the booking will be cancelled, and we will return any monies already paid.

Subject to successfully passing the checks the agreement will be countersigned by the Landlord.

## Advertised Weekly Rents

Please be advised that advertised rent charges and offers may fluctuate throughout the year. The price and your accommodation will be secured once the applicant and guarantor have signed the Tenancy Agreement and the advance rent payment has been paid.

## Bills Included

You rent covers your hot water, electric, Wi-Fi and Contents Insurance.

Please check your Wi- Fi device limitations and speed on the property listing on our website.

Please review the details of the Contents insurance included by viewing the chosen properties 'Booking Info' page of the website.

## Special Offers

Any special offers will be issued in accordance with their own Terms and Conditions.

## Payment Due Dates

The first instalment and Damage Deposit are due on the 1st August 2024. The subsequent instalments are due as detailed in the Tenancy Agreement.

Tenants are reminded that responsibility to pay the rent is a contractual obligation between the Landlord and tenant and is not dependent on any Student Finance / bursary payments having been made to the tenant on time.

## Monthly Payment Plans

If the tenant can demonstrate receiving funding via a monthly bursary for the accommodation they may contact the local Residents' Team to arrange to pay the rent in monthly instalments.

## Cancellations

If the booking is cancelled by the applicant prior to it being countersigned, the Advance Rent payment will be returned.

Once the booking is countersigned, we offer a 72 hour "cooling off" period so if circumstances change, the tenant can cancel the booking subject to having not moved into the property.

From the 1st August 2024 the "cooling off" period is reduced from 72 to 24 hours after the booking is countersigned.

To cancel the booking during the cooling off period, please email the Residents' Team within 72 / 24 hours of being sent the 'Lease Agreement Executed' email. The tenant will then be refunded the advance rent payment. NB. This may take up to 10 working days to reach your account.

Once the “Cooling Off” period has expired, the tenant can cancel the booking prior to the tenancy start date if:

- You do not have a visa to enter the UK.
- You have not acquired the grades to be offered a place at the chosen university.
- You have failed to achieve the grades to continue your study at university.

In these circumstances, please provide evidence (UCAS notification/ Visa refusal documentation) to the Residents’ Team within 72 hours of being notified. Once we receive this, we will confirm receipt of your request to cancel and refund your full Advance Rent.

There are no other circumstances under which we will accept a request for a cancellation either before or during the tenancy.

It may be possible to agree a tenancy surrender with the Landlord on the condition that you find someone to take up a new tenancy with the Landlord for remaining term you no longer wish to have your tenancy for. The Landlord may exercise the right to amend or vary the terms of the tenancy agreement that the new contract holder enters into, including amending the rent to be charged to the current market rate for the accommodation. If you find a replacement, we will need to do some basic checks to confirm their eligibility to enter into the contract.

Before we will accept the new tenant, your account and all obligations need to be up to date and any rent due up to your tenancy ending will need to be paid. There will also be a charge incurred (please see Fee Schedule for details).

Once the new person has signed the Tenancy Agreement and made the first rent payment they will take responsibility for future rent payments and all other obligations as stated in the agreement. Until this has happened you will remain responsible for the payment of rent until the original end date of the tenancy.

## Guarantors\*

All applicants are required to nominate a responsible person to act as a guarantor. The guarantor must be over 18 years of age and cannot be someone who is living with the applicant (other than parents or guardians) or in other accommodation managed by us.

A guarantor is required to meet all the obligations as set out in the Tenancy Agreement including guaranteeing the payment of rent if not paid by the tenant and any costs arising from breaches of the tenancy. We will also contact the guarantor if the tenant has been involved with serious incidents of antisocial behaviour. Should the tenant fall into arrears or breach any obligations of the Tenancy Agreement, the guarantor will be contacted to ensure the breach is rectified.

## Fresh App

The Fresh app is available across the UK and Ireland, you can download this directly from iOS and Android store. It is accessible using the email address and password used for the booking.

Please accept notifications to keep up to date with announcements within the property, payment dates and key events.

Data in the app is held in accordance with Fresh's privacy policy.

## Privacy Policy

Your data associated with your booking will be held in accordance to Fresh's Privacy Policy. You can view the latest copy of the privacy policy [here](#).

\*Does not apply where the upfront full tenancy rent option is taken.



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