

# Booking Terms and Conditions

Year: 2025-26

Property name: Pavilion Court

## Securing Your Booking

To secure your booking the tenant and guarantor must sign the Common Law tenancy agreement. Once the tenancy agreement has been countersigned, the tenant and guarantor are fully committed to the contract and all the payments set out in the agreement.

## Full Rent Payment

If you are unable to provide a guarantor, you can still secure a booking by agreeing to pay the full rent for the tenancy period in advance.

- The full rent payment is due by 1st August 2025.

If this payment is not received and no guarantor is provided, the booking may be cancelled.

## 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 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 (subject to certain exceptions).

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 1st August 2025 the time allowed for the applicant and guarantor to sign the Tenancy Agreement will be two days.

All negotiations will be subject to contract.

## Right to Refuse Bookings

We reserve the right to cancel a booking at any time prior to the tenancy being fully executed (countersigned) by both parties, at our absolute discretion and without providing a reason. Once the tenancy agreement has been countersigned by both parties, the accommodation is secured and the agreement becomes legally binding.

## Eligibility – Student Status

Bookings may only be made by individuals who are, or who reasonably expect to be, enrolled as full-time students at a Specified Educational Establishment at the start of the tenancy period.

For the purposes of this agreement, a “Specified Educational Establishment” means a recognised higher or further education provider offering a bona fide course of study.

You must, upon reasonable request, provide satisfactory evidence of your enrolment on such a course. If you fail to obtain or maintain such status, or are unable to provide satisfactory evidence when requested, we reserve the right to cancel your booking or terminate this tenancy in accordance with these terms.

## Affordable rooms

To be eligible for one of Pavilion Court's Affordable Rooms, you will need to provide evidence that you have qualified for a U.K. Government's full income assessed maintenance loan, for living expenses for the academic year of booking. Details for this can be found on the Government's website here: <https://www.gov.uk/apply-for-student-finance/household-income>.

This evidence must state clearly that the maintenance loan is income assessed, have the awarding body name and student's full name on the document, along with the amount awarded. Documents must be provided before the room can be booked. Evidential documentation must be emailed to [pavilioncourt@thisisfresh.com](mailto:pavilioncourt@thisisfresh.com) by the 1st of April of the incumbent year for review and acceptance. If you do not provide these documents your booking is at risk.

## Guarantors

(Not required if you are paying the full rent upfront.)

All applicants are required to nominate a guarantor - someone over 18 who agrees to meet all obligations set out in the Tenancy Agreement.

The guarantor cannot live with you (unless they are your parent or guardian) or live in another property managed by Fresh.

The guarantor must:

- Pay rent if it is unpaid by the tenant
- Cover any costs resulting from breaches of the tenancy
- May be contacted if the tenant is involved in serious antisocial behaviour

To qualify, guarantors must provide:

- Photo ID (e.g. a valid passport)
- Proof of residence (e.g. a recent utility bill or bank statement dated within the last 3 months)

Failure to provide suitable documentation will result in the guarantor being declined.

## Sanction Checks

Once the applicant and guarantor have signed the occupancy agreement, sanctions screening will be carried out to confirm neither party appears on the UK Government's financial sanctions list.

By signing the Tenancy Agreement, you confirm that both parties will pass these checks.

If the check fails, the booking will be cancelled.

These checks are completed by a specialist provider on behalf of Fresh to ensure compliance with UK law.

### 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 your application has been submitted.

### Special Offers

Any special offers are subject to their own Terms and Conditions.

### Bills Included

Your rent includes:

- Hot water
- Electricity
- Wi-Fi
- Contents insurance

Please check Wi-Fi speed and device limits on your property's Booking Info page on our website.

Details of the included contents insurance policy are also listed there.

There is an on-site Laundrette for current vend prices, please contact your local team.

### Payment Due Dates

The first instalment is due on 1st August 2025. Subsequent instalments are due on the dates listed in your Tenancy Agreement.

Please Note: payment of rent is a contractual obligation between you and the landlord. It is not dependent on the timing of any Student Finance or bursary payments.

### Monthly Payment Plans

If you receive accommodation funding via a monthly bursary, you may request to pay your rent in monthly instalments. Please contact your Residents' Team to discuss this option.

### Cancellation Before Countersigning

You may cancel your booking before the agreement is countersigned.

## Cooling Off Period

If you booked online or by phone and have not viewed the accommodation in person, you have a 72-hour cooling-off period after booking (reduced to 24 hours from 1st August 2025).

During this period, you may cancel your booking provided you have not moved in. To cancel, please email the Residents' Team with the subject line: "Cooling Off Period Cancellation."

Refunds will be processed within 10 working days.

## Cancellations for Exceptional Circumstances

After the cooling-off period, you may cancel before the tenancy start date only if:

- You are unable to obtain a visa to enter the UK
- You did not receive the required grades to attend your chosen university
- You failed to achieve the grades needed to continue your studies

Please provide supporting evidence (e.g. UCAS notification or visa refusal) to your Residents' Team within 72 hours of receiving it.

If you receive this notification after your tenancy start date, you remain responsible for rent payments up to the date you provide evidence and we confirm your release.

## Right to End the Tenancy if your Student Status Changes

The Tenancy Agreement includes a right for residents to end their tenancy early if they are unable to continue their studies. You may use this option if:

- You withdraw from your course
- You are excluded from your course
- You are refused admission to your course, or
- You are absent from your course for more than 60 days due to illness and your higher education provider has agreed to suspend your studies.

To use this option, you must:

- Give us at least four weeks' written notice
- State your intended move-out date
- Provide evidence from your institution confirming your withdrawal, exclusion, refusal of admission or suspension of studies, and
- Vacate the accommodation by the date stated in your notice.

If there is any issue with the notice or evidence you provide, we will inform you as soon as possible and give you a reasonable opportunity to correct it.

No other cancellation requests will be accepted before or during the tenancy.

## Ending Your Tenancy in Other Circumstances

If you wish to end your tenancy early, and do not meet the criteria listed on Page 4, you may find a replacement tenant acceptable to the landlord.

The new tenant will sign a new agreement, which may be at a different rent to match the current market rate.

Before we accept a replacement:

- Your rent account must be fully up to date
- Any rent owed up to your leaving date must be paid

Once the replacement tenant has signed and paid, they will assume responsibility for all future rent and obligations. Until then, you remain responsible for the rent until the original end date.

## Fresh App

The Fresh App is available across the UK and Ireland. It provides key information, updates, and reminders about your accommodation and payments. Please enable notifications to stay up to date with announcements and events. All data in the app is managed in accordance with Fresh's Privacy Policy.

## Privacy Policy

Your personal data will be handled in accordance with Fresh's Privacy Policy which you can view [here](#).