

# Booking Terms and Conditions

Year: 2026-27

Property name: The Brook

## Securing Your Booking

To secure your booking, an application must be submitted via our online booking system.

Once your Common Law Tenancy Agreement has been countersigned, both you and your guarantor are fully committed to the contract and all payments stated within it.

## 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 2026.

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

## Important Information About Your Occupancy Agreement

Thank you for choosing to live with us for the 2026/27 academic year.

The Government is introducing new tenancy legislation in England through the Renter's Rights Act 2025. Under the proposed changes, Purpose Built Student Accommodation (PBSA) will be exempt from the Renter's Rights Act through secondary legislation.

As a result, PBSA operators (including Fresh) will not issue Assured Shorthold Tenancies. Instead, we will issue Common Law Tenancies, for the academic year 2026/27.

These agreements will continue to protect your rights under the Protection from Eviction Act 1977. A draft Tenancy Agreement is available for review and may be subject to updates depending on legislative changes.

This document does not create a landlord and tenant relationship;

Until such time that a Tenancy Agreement is signed, no legal interest in the property will have been granted; and

You have no right of occupation until a Common Law Tenancy Agreement is signed.

## What This Means for You

Until the secondary legislation is finalised, we are unable to issue the Tenancy Agreement. In the meantime:

- Your booking is reserved and secure when you have submitted your application.
- You will be invited to sign your Tenancy Agreement once the new framework is in place.
- Your agreement will fully comply with the new legislation and continue to protect you and your rights.

## Next Steps

- Watch your inbox: We'll email you as soon as the new Tenancy Agreement is ready to sign.
- Please keep us up to date with your contact details: Let us know if your email address or phone number changes.
- No action needed for now: Your accommodation is safely reserved.

## Further Information

We understand that changes to tenancy law can be confusing.

Fresh is closely monitoring the progress of the Renter's Rights Act to ensure that all agreements fully comply with the final legislation.

If you have any questions, please contact your site team, who will be happy to help.

## Right to Refuse Bookings

We reserve the right, at our sole discretion, to refuse or cancel any booking without providing a reason.

If this happens, any payments made in advance will be refunded in full.

## 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 Occupancy 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 Occupancy 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

Advertised rent prices and offers may change throughout the year. Your price is secured once your application has been submitted.

## 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.

## Special Offers

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

## Payment Due Dates

The first instalment is due on the 1<sup>st</sup> August 2026.

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

The booking may be cancelled by the applicant prior to the tenancy agreement being 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 2026).

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."

## 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.

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

## Finding a Replacement Occupier for your accommodation.

If you wish to end your license to occupy early, you may find a replacement licensee 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 licensee 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](#).