Booking Terms and Conditions – Davidson House

Advance Rent Contribution Payment
An advance rent contribution of £150 towards your first rent instalment will be due at the time of completing your application. This amount is credited to your first rent instalment. Should you fail to proceed with the booking after accepting your Tenancy Agreement, the advance rent contribution will be retained by the Landlord to compensate for costs incurred as a result of the breach of contract. Payment of the advance rent contribution is a pre-condition for the completion of the Tenancy Agreement. The advance rent contribution payment will appear on the payment portal as a 'Pre Payment Charge'.

Tenancy Damage Deposit
Your Tenancy Damage Deposit of £150 is due 9 days prior to your tenancy start date and is refundable at the end of your tenancy, less any deductions for damage, rent or other charges outstanding. Payment of the Damage Deposit should 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 your chosen location's website page. Once you have selected your accommodation we allow 5 days for you and your Guarantor to sign the Tenancy Agreement.
If the agreement is not accepted during this period, your booking may be cancelled without any penalty on our part and with immediate effect.

The signed and executed Tenancy Agreement is a legally binding agreement and you or your Guarantor are bound to pay the rent in full even if you do not move into the property or if you leave the property early.

If you book your accommodation from the 1st August prior to the new academic year you may only have 2 days to sign your Tenancy Agreement from it being issued to you and to make the advance rent contribution payment to secure your accommodation. All negotiations will be subject to contract and payment of the initially requested funds.

Payment Due Dates
The first instalment and Tenancy Deposit are respectively due 10 and 9 days before your stated tenancy start date. The subsequent instalments are due on 04 October 2022, 10 January 2023 and 28 March 2023 as detailed in the Tenancy Agreement.

Students 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 you can demonstrate you receive funding via a monthly bursary for your accommodation you can arrange with the local Residents' Team to pay your rent in monthly instalments.

Cancellations
We operate a 72 hour "cooling off" period up to the 31st July so if your circumstances change you can cancel your booking subject to you having not moved into the property yet.

To cancel your booking you need to email the Residents' Team within 72 hours of signing your Tenancy Agreement. You will then be refunded your advance rent contribution payment.

From the 1st August the "cooling off" period is reduced to 24 hours. Once the "Cooling Off" period has expired, you can cancel your booking 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, you can cancel your booking prior to the tenancy start date by providing evidence to the General Manager within 72 hours of being notified. Please send your UCAS notification/ Visa refusal documentation to the General Manager within 72 hours of receiving it.

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

It may be possible with the Landlord's agreement to transfer your obligations to someone else who is eligible to live at the property. There is no obligation on our part to find you a replacement tenant. You can advertise your accommodation or undertake your own search for a replacement tenant. If you find a replacement tenant we will need to do some basic checks to confirm their eligibility to take over the tenancy.

Before we will accept a new tenant your account and all obligations need to be up to date and any rent due up to the changeover will need to be paid.

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.

Guarantors
All applicants are required to nominate a responsible person to act as a Guarantor. The Guarantor must be over 18 years old and have the means to accept the responsibility to act as Guarantor and cannot be someone who is living with you (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 you and any costs arising from breaches of the tenancy. We will also contact the Guarantor if you have been involved with serious incidents of antisocial behaviour. Should you fall into arrears or breach any obligations of the Tenancy Agreement, the Guarantor will be contacted to ensure that the breach is rectified.

If the full rent due for the tenancy period is made in advance of the tenancy start date and you the applicant are over 18 years of age a guarantor will not be required.

Refunds

All refunds are paid into a UK bank account free of charges. There is a charge for paying refunds via IBAN into an international bank. The fee for paying into an international bank account will be deducted from the refund.