

Booking Terms and Conditions – Oldway Centre

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 being provided with your Occupation Contract / Written Statement, 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 Occupation Contract. The advance rent contribution payment will appear on the payment portal as a 'Advance Rent Payment'.

Tenancy Damage Deposit

Your Tenancy Damage Deposit of £150 is due on the 01 August 2023 and is refundable at the end of your contract, less any deductions for damage, rent or other charges outstanding. Payment of the Damage Deposit should be made by the Tenant (Contract Holder) directly rather than by any third party on the tenant's behalf.

Occupation Contract

A sample Occupation Contract 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 Occupation Contract. The contract will then be executed by the Landlord.

Once provided to you, the executed Occupation Contract is legally binding 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 the agreement is not accepted during the 5 day period, your booking may be cancelled without any penalty on our part and with immediate effect.

After the 01 August 2023, the time allowed for you and your Guarantor to sign the Occupation Contract will be reduced to 2 days.

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

Payment Due Dates

The first instalment and Tenancy Deposit are due on the 01 August 2023. The subsequent instalments are due on 03 October 2023, 09 January 2024 and 20 March 2024 as detailed in the Occupation Contract.

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

If you cancel your booking prior to being provided with your Occupation Contract / Written Statement, your Advance Rent contribution will be returned.

Once your Occupation Contract / Written Statement has been provided, we operate a 72 hour "cooling off" period up to the 31 July 2023 so if your circumstances change you can cancel your booking subject to you having not moved into the property yet.

To cancel your booking please email the Residents' Team within 72 hours of receiving your 'Occupation Contract Executed' email. You will then be refunded your advance rent contribution payment. NB. This may take up to 10 working days to reach your account.

From the 01 August 2023 the "cooling off" period is reduced to 24 hours.

Once the "Cooling Off" period has expired, you can cancel your contract prior to the 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.

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

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 a replacement contract holder. You can advertise your accommodation or undertake your own search for a replacement contract holder. If you find a replacement, we will need to do some basic checks to confirm their eligibility to take over the contract.

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 Occupation Contract and made the first rent payment they will take responsibility for future rent payments and all other obligations as stated in the contract. Until this has happened you will remain responsible for the payment of rent until the end of the contract.

Guarantors

All applicants are required to nominate a responsible person to act as a Guarantor. The Guarantor must be over 18 years of age, 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 Occupation Contract including guaranteeing the payment of rent if not paid by you and any costs arising from breaches of the contract. 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 Occupation Contract, the Guarantor will be contacted to ensure the breach is rectified.

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.