

## **Booking Terms and Conditions – Benson Yard**

### **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 it is executed, 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 'Advance Rent Payment'.

### **Tenancy Damage Deposit**

Your Tenancy Damage Deposit of £100 is due on the 1<sup>st</sup> August 2023 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. The agreement will then be executed by the Landlord.

The executed Tenancy Agreement 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 1<sup>st</sup> August, the time allowed for you and your Guarantor to sign the Tenancy Agreement 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 1<sup>st</sup> August 2023. The subsequent instalments are due on 03 October 2023, 09 January 2024 and 20 March 2024 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**

If you cancel your booking prior to the agreement being executed, your Advance Rent contribution will be returned.

Once your booking is executed we operate a 72 hour “cooling off” period up to the 31<sup>st</sup> 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 please email the Residents’ Team within 72 hours of receiving your ‘Lease Agreement 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 1<sup>st</sup> August the “cooling off” period is reduced to 24 hours.

Once the “Cooling Off” period has expired, you can cancel your 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.

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 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. 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 your will remain responsible for the payment of rent until the end 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, 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 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.