

## Booking Terms and Conditions – Pavilion Court

### 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'.

### 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, 2021/2022.

Details for this can be found on the Government's website here: [www.gov.uk/apply-for-student-finance/household-income](http://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) for review and acceptance.

### Tenancy Damage Deposit

Your Tenancy Damage Deposit of £200 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.

### 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 your Tenancy Agreement to be signed.

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 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 1<sup>st</sup> August prior to the new academic year you only have 2 days to sign your Tenancy Agreement and make the advance rent contribution payment to secure your accommodation.

### 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 2021, 10 January 2022 and 28 March 2022.

### **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**

#### **Risk-Free Bookings for 2021/22**

Book your accommodation for the 2021/22 academic year before 30th June 2021 and cancel on or before that date with no penalty. Only valid for direct bookings and bookings made via International Agents. Bookings made under University nomination agreements are excluded from this offer. Only valid for tenancies of more than 43 weeks. Cancellations must be made via an email to the Residents' Team of the accommodation booked and must be received on or before 23:59 on Wednesday 30th June 2021. Any advance rent payments made will be refunded once we have confirmed the cancellation of the booking. This offer may be removed or amended at any time.

After the 30<sup>th</sup> June, 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.

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 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 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.

**Covid-Travel Peace of Mind**

If travel restrictions related to Covid-19 prevent you from travelling to the UK or Ireland for the start of the 2021/22 academic year, and therefore unable to take up your study place at University, you may cancel your accommodation without penalty. Written evidence from the University must be sent by email to the Residents' Team no later than 10th September 2021 confirming that you are no longer registered as a student with the institution. If you wish to delay your arrival until travel restrictions are lifted, we will amend your Tenancy Start Date in line with your new arrival date. Requests must be made by email to the Residents' Team of the accommodation booked. We will apply a credit to your account for the period between your original Tenancy Start Date and your new one. All tenancies will start on a Saturday. This offer does not apply if you have taken up an online course with your University.

**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 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.

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.