



Terms and Conditions of Booking - Onyx

Tenancy Deposit

Your Tenancy 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 damages or charges due.

Flexible Tenancy Start Dates

We will agree a new tenancy start date without penalties or additional costs in the event that your Higher Education Institution confirms in writing that due to COVID-19 they are postponing on-campus face to face teaching by more than 3 weeks up to a cut-off date of 30th January 2021.

In order to qualify, you will need to demonstrate that your Higher Education Institution has officially delayed the start of the academic on-campus teaching by more than 3 weeks and request an amended tenancy start date in writing to the Accommodation Manager before the 31st August 2020.

Once verified your revised tenancy start date will be a minimum of 7 days prior to the commencement of your 2020/21 on-campus teaching. All tenancies will start on a Saturday.

You will not be liable for rent between the original start date and the amended start date as long as you are not living at the property during that period. The cost of these weeks will be credited to your account. For this reason an updated Tenancy Agreement will not be issued.

Your tenancy start date can be extended up to Saturday 30th January 2021 if the start of on-campus teaching is delayed until that point due to COVID-19.

Tenancy Agreement

A sample Tenancy Agreement can be viewed on your chosen location's page of the website. Once you have made your booking, we allow 5 days for your Tenancy Agreement to be signed. If the agreement is not signed during this period, your booking may be cancelled. 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 (for reasons other than those detailed in these Terms and Conditions) or if you leave the property early. From the 1st August prior to the new academic year you only have 2 days to sign your Tenancy Agreement.

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 03 October 2020, 09 January 2021 & 09 April 2021.

Monthly Payment Plans

Students who can demonstrate they receive their accommodation funding via a monthly bursary can arrange with the local accommodation team to pay their rent in monthly instalments.

Cancellation

Once your Tenancy Agreement is accepted, up to the 31st July we operate a 72 hour "cooling off" period. To cancel your booking you need to email the Accommodation Manager within 72 hours of signing your Tenancy Agreement. 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 Accommodation Manager within 72 hours of being notified. To cancel your booking under these circumstances, please send your UCAS notification/ Visa refusal documentation to the Accommodation Manager within 72 hours of receiving it.

In addition, you may cancel your tenancy agreement prior to the tenancy start date if Covid-19 related travel restrictions prevent you arriving at the accommodation / being able to travel to the UK to take up occupation of your accommodation. Written evidence from the World Health Organisation or Government of your country of origin must be submitted to the Accommodation Manager within 72 hours of the restriction being put in place.

It may be possible with the Landlord's agreement to transfer your obligations to someone else who would be eligible to live at the property. This arrangement is known as a Tenancy Takeover. Once the new person has signed and accepted to take over all your obligations are you then released from your obligations to pay the rent and other terms of the Tenancy Agreement.

Guarantors

Applicants will be required to nominate a guarantor who must accept the role and will be responsible for paying the rent and all other obligations as set out in the Tenancy Agreement in the event you fail to do so. If full payment is made up front and the tenant will be over 18 years old at the commencement of the Tenancy Agreement a guarantor will not be required. The guarantor needs to be able to fulfil the obligations under the Tenancy Agreement and is usually a parent or guardian but under no circumstance can they be another tenant living in a property managed by Fresh.

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.