

This document set out the terms and conditions which apply to your booking with Rivermead Islands. **If you do not understand these terms and conditions you should seek appropriate advice before accepting them.**

Booking Terms and Conditions

Required Payments at Time of Booking: Booking Fee

Payment of the Booking Fee constitutes your acceptance that the Booking Fee is retained to secure your room in accordance with these terms and conditions.

From the Tenancy Start Date (as defined your Tenancy Agreement) the Booking Fee will be treated as your tenancy security deposit and placed in a registered tenancy deposit scheme. Full details of the registration of your deposit shall be provided to you by email within 30 days of your Tenancy Start Date.

Application Screening

You give us your consent to use the details you provide to undertake background checks, including searches against sanction lists maintained by the governments of (i) the United Kingdom and (ii) other countries as we choose. This will not affect your rights and/or our obligations to you under the Data Protection Act 2018.

You have the right to ask us not to undertake such searches but in doing so we will not be able to progress your application.

Your Booking

By you paying to us a Booking Fee, we agree to hold a selected room for you on the basis that you and your guarantor will enter into a Tenancy Agreement within seven days of it being sent to you via the Rivermead Islands Resident Portal (the “**Deadline**”).

In order to collect your key from your Tenancy Start Date you will be required to have paid any rent instalments that are due.

Your Tenancy Agreement

You will receive a copy of a tenancy agreement to be entered into by you, your guarantor and Rivermead Islands (the “**Tenancy Agreement**”), including your tenancy letter and these terms & conditions for review and acceptance via the Rivermead Islands Resident Portal. The Tenancy Agreement sets out the full terms under which you agree to rent a room from Rivermead Islands. You will have the opportunity to read the Tenancy Agreement before you are required to confirm your acceptance of it. Your tenancy letter includes a full schedule of your rent instalments and payment due dates.

You may cancel your booking or Tenancy Agreement with us subject to the cancellation policy detailed below.

Cancellation policy

Cancellation by us

Rivermead Islands reserves the right to cancel your booking on notice if:

- you notify us after the Deadline that you have decided not to enter into the Tenancy Agreement;
- we take all reasonable steps to enter into the Tenancy Agreement before the Deadline and you fail to do so, for example, if you fail to complete your application or provide guarantor details and supporting documentation in good time;
- you provide us with relevant false or misleading information;
- we are prohibited from entering to the Tenancy Agreement with you because of the Immigration Act 2014 (persons disqualified by immigration status). If we cancel your booking for this reason, you will not be liable for the contractual obligations laid out in the Tenancy Agreement from the date of cancellation, irrespective of whether you have signed it;
- we have determined that you may be subject to sanctions imposed by any relevant government;
- you have not paid any amounts that fall due before your Tenancy Start Date (including any previous year's rent or damage charges); and/or
- you have committed any breach of the Tenancy Agreement in any previous tenancy agreement with us.

We may also terminate your Tenancy Agreement for any of the reasons set out above.

Failure to collect your key within timeframe

If you enter into the Tenancy Agreement, and you then fail to collect your key within five weeks of your Tenancy Start Date, Rivermead Islands reserves the right to: (i) cancel your booking and terminate the Tenancy Agreement and (ii) re-let your room. In these circumstances any rent paid by you (including any Booking Fee allocated to the first payment of rent) will not be refunded to cover any losses incurred by us for empty unlet rooms. This provision takes precedence over any provisions in the Tenancy Agreement.

Cancellation by you – prior to collecting your key

If you have entered into the Tenancy Agreement and you wish to cancel your booking, you will remain liable for the contractual obligations set out in the Tenancy Agreement and you may not cancel the booking unless you can provide

proof that you fit any of the following criteria and have not yet collected your key, and provide the evidence required within the timescales as detailed below:

- you have notified us of your intention to cancel within 7 days of payment of your Booking Fee (the “**Cooling Off Period**”);
- Your UK Visa application has been denied;
- You have not obtained the required qualifications to get into your first university of choice; or
- You are deferring your university entry.

Where proof is provided in accordance with these terms and conditions and to our reasonable satisfaction, you will be entitled to cancel the booking and you will not be liable for the contractual obligations laid out in the Tenancy Agreement from the date of cancellation.

All cancellation notifications must be made by emailing info@rivermeadislands.co.uk

Evidence required where there is a cancellation by you

Notify us of your intention to cancel within 7 days of completing your booking application and you have not collected your keys.

No further evidence is required beyond notifying us and your Booking Fee will be returned to you.

Failure to get in to your first university of choice

Should you fail to gain the required qualifications and are not accepted into the university you stated as your first choice, you may cancel your Tenancy Agreement and we will refund any Booking Fee and rent payments made so long as you provide the following information within the timescales mentioned below:

- Written confirmation from you that you wish to cancel your reservation due to having failed to obtain the required grades for your first choice university; and
- Supporting written evidence from the university or UCAS rejecting your entry.

This information must be provided to us **within 72 hours of your exam results being published**. In these circumstances, any rent payments will be returned in full within four weeks. If you fail to provide the information within 72 hours of your exam results being published, any Booking Fee will be retained as a cancellation fee.

Failure to obtain a UK Visa

If you fail to obtain a UK Visa before your Tenancy Start Date, we will cancel your Tenancy Agreement and refund any Booking Fee and rent payments made so long as you provide the following information:

- Written confirmation from you that you wish to cancel your reservation; and
- Supporting official evidence to show that the Visa was declined.

This supporting evidence should be supplied to Rivermead Islands **within 72 hours of you receiving official confirmation**. In these circumstances, any Booking Fee and any rent payments made will be returned to you within four weeks.

Deferment of University entry

If you choose to defer your university entry to the next academic year before your Tenancy Start Date, we will cancel your Tenancy Agreement and refund any Booking Fee and any rent payments made as long as you provide the following information:

- Written confirmation from you that you wish to cancel your reservation due to deferring your university entry to the next academic year; and
- Supporting written evidence from the university or UCAS to confirm deferral.

Where the reason for cancellation is **not** one of the four matters listed above (e.g. you have changed your mind, booked a different accommodation, voluntarily withdrawing your university entry), you will remain liable for the full contractual rent, unless and until a replacement tenant is found for your accommodation. You are responsible for finding an eligible replacement tenant, although Rivermead Islands staff will assist where possible.

If you wish to cancel the booking and a replacement tenant is found, subject to our agreement, you will be released from the contractual obligations set out in the Tenancy Agreement. Once the new replacement tenant has signed their Tenancy Agreement and paid any rent due, any overpaid rent will be refunded to you, less an amount equal to your Booking Fee as a cancellation fee.

Cancellation by you – Earlier of key collection or commencement of Tenancy Start Date

Once you have collected your key or the Tenancy Start Date has passed, the only way to release yourself from the Tenancy Agreement is to find a

replacement tenant who will take on the full contractual obligations under the Tenancy Agreement.

If a replacement Tenant is found for your Room after your start date, we will release you from your Tenancy Agreement from the start date of the replacement Tenant's new Tenancy Agreement (Please note that all tenancies commence on a Saturday). If you have occupied the Room prior to this, you will be charged £50.00 to cover our costs of preparing the Room for the replacement Tenant.

Extenuating Circumstances

If at any time you believe there are extenuating circumstances (such as ongoing health issues which prevent you from continuing your chosen university course) which require you to cancel your booking, please contact us at info@rivermeadislands.co.uk to discuss this.

Any decision made to release you from the terms of the Tenancy Agreement is made by Rivermead Islands, at its sole discretion, on an individual case by case basis.

Governing Law

These terms and conditions (including any claims or disputes relating thereto) shall be governed by and interpreted in accordance with the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the English courts over any claim, dispute or other matter arising in connection with these terms.