

Booking Terms and Conditions

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.**

(1) Holding Deposit and Resident Enrolment

After making your application, we will send you a confirmation email if your application has been successful (the “**Confirmation Email**”). You will be required to pay £100 as a holding deposit to secure your room (the “**Holding Deposit**”) and to complete a resident enrolment form, which will be sent to you in the Confirmation Email (the “**Resident Enrolment Form**”). You have three days beginning on the day after the date of the Confirmation Email to pay the Holding Deposit and complete the Resident Enrolment Form (the “**Enrolment Deadline**”). If you have not paid the Holding Deposit and completed the Resident Enrolment Form by the Enrolment Deadline, your application will be cancelled.

The Holding Deposit will be retained to secure your room in accordance with these terms and conditions.

(2) Tenancy Agreement and Security Deposit

If you have paid the Holding Deposit and completed the Resident Enrolment Form by the Enrolment Deadline, we will send you and your guarantor your tenancy agreement by email (the “**Tenancy Agreement**”) and require you to pay a further £200 by way of a tenancy security deposit (the “**Additional Deposit Payment**”). The Additional Deposit Payment shall be added to your Holding Deposit to constitute your £300 tenancy security deposit (the “**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 the Additional Deposit Payment. You have seven days beginning on the day after the date on which we email you your Tenancy Agreement to ensure that you and your guarantor have both signed the Tenancy Agreement and you have paid the Additional Deposit Payment (the “**Signature and Security Deposit Deadline**”). If you and your guarantor have not signed the Tenancy Agreement and you have not paid the Additional Deposit Payment by the Signature and Security Deposit Deadline, your application will be cancelled.

(3) Cancellation Policy

Cancellation by us

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

- (i) you and your guarantor do not sign the Tenancy Agreement and pay the Additional Deposit Payment before the Signature and Security Deposit Deadline;
- (ii) you are unable to provide a UK-based guarantor who is (i) above the age of 25, (ii) not a student and (iii) in our reasonable opinion financially capable of guaranteeing your obligations pursuant to the Tenancy Agreement;
- (iii) you provide us with relevant false or misleading information;
- (iv) 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;
- (v) we have determined that you may be subject to sanctions imposed by any relevant government;
- (vi) 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
- (vii) 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.

If we cancel your booking or Tenancy Agreement prior to the first day of the Term (as defined in the Tenancy Agreement) we will refund you an amount equal to the Holding Deposit and the Additional Deposit Payment (if applicable) and any rent you have paid (if applicable) unless:

- (i) you and your guarantor have not signed your Tenancy Agreement and pay the Additional Deposit Payment by the Signature and Security Deposit Deadline;
- (ii) you have provided us with relevant false or misleading information; or
- (iii) you have not paid any amounts that fall due before the first date of the Term (including any previous year's rent or damage charges),

in which case we will refund you (i) the Additional Deposit Payment (if applicable) and (ii) any rent you have paid (if applicable), within 14 days of the date on which we notify you that we have cancelled your booking less any reasonable administrative and marketing costs incurred by us in securing a replacement tenant.

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 the first date of the Term (as defined in your Tenancy Agreement), 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 Security Deposit) 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 signing the Tenancy Agreement

If you request to cancel your application after you have paid the Holding Deposit but before you have signed the Tenancy Agreement, your application will be cancelled and your Holding Deposit will not be refunded to you.

Cancellation by you – after signing the Tenancy Agreement and prior to the start of the tenancy

Once you and your guarantor have signed the Tenancy Agreement, it may only be terminated prior to the beginning of the Term (as defined in the Tenancy Agreement) if:

- (i) you can provide proof that you fit one or more of the following criteria and provide the evidence required within the timescales as detailed below:
 - a. your UK Visa application has been denied; or
 - b. you have not obtained the required qualifications to get into your first university of choice (this does not include failure to obtain the required qualifications to get into the next year of an existing university course),
or
- (ii) we agree in writing to terminate your tenancy agreement.

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.

We will only agree in writing to terminate your Tenancy Agreement if a replacement tenant is found for the remainder of the Term and for the same rent amount as you are paying pursuant to your Tenancy Agreement. Once the replacement tenant has signed their Tenancy Agreement and paid any rent or other payments due, we will refund you (i) the Security Deposit and (ii) any rent you have paid, within 14 days of the date on which the replacement tenant has signed their Tenancy Agreement and paid any rent or charges due, less (i) a cancellation fee equal to the Holding Deposit and (ii) any reasonable administrative and marketing costs incurred by us in securing a replacement tenant. Until we agree to terminate your Tenancy Agreement, you will remain liable for all the applicable terms of the Tenancy Agreement.

Evidence required where there is a cancellation by you

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 Deposit and rent payments made so long as you provide the following information:

- (i) Written confirmation from you that you wish to cancel your reservation; and
- (ii) 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 Deposit and any rent payments made will be returned to you within four weeks.

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 Deposit and rent payments made so long as you provide the following information within the timescales mentioned below:

- i. 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
- ii. 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 and your Deposit will be returned in full within four weeks.

Cancellation by you – During the Term

Once the Term has commenced, the Tenancy Agreement may only be terminated with our written agreement. We will only agree to terminate your Tenancy Agreement if a replacement tenant is found for the remainder of the Term and for the same rent amount as you are paying pursuant to your Tenancy Agreement. Once the replacement tenant has signed their Tenancy Agreement and paid any rent or other payments due, we will refund you (i) the Security Deposit and (ii) any rent you have paid for any days after the start of the Term of the replacement tenant's Tenancy Agreement, within 14 days of the date on which the replacement tenant has signed their Tenancy Agreement and paid any rent or charges due, less (i) a cancellation fee equal to the Holding Deposit, (ii) any reasonable administrative and marketing costs incurred by us in securing a replacement tenant, (iii) any reasonable costs incurred by us in preparing the room for the replacement tenant and (iv) any charges or deductions made in accordance with your Tenancy

Agreement. Until we agree to terminate your Tenancy Agreement, you will remain liable for all the applicable terms of the Tenancy Agreement.

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.

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.

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.