

## Booking Terms and Conditions – Portsmouth

### 1. Holding Deposit Payment

We ask you to pay a Holding Deposit to secure your room of one week's rent. When your tenancy commences, the Holding Deposit will convert into a part payment towards your refundable Security Deposit.

All deposits are registered with the Deposit Protection Service which is a government accredited Tenancy Deposit Protection Scheme provider. At the end of your tenancy a final inspection of your room will be carried out once you have moved out and if any deductions are required, they will be sent to you as soon as possible.

For your room to be taken off the market we must receive both your holding deposit and completed reservation form. Viewings will continue to be carried out at the property until both are received and it will be on a first come first serve basis.

Your holding deposit can be paid by credit or debit card in the office or via BACS to the following bank:

<b>Account Name:</b>	<b>BRINK RILEY PROPERTIES</b>
<b>Account Number:</b>	<b>03072487</b>
<b>Account Sort code:</b>	<b>20-97-40</b>
<b>IBAN:</b>	<b>GB48BUKB20974003072487</b>
<b>BIC</b>	<b>BUKBGB22</b>

You will get an automated receipt once your funds are processed on our system. Please allow up to five working days

*Please email payment confirmation to [info@brinkriley.co.uk](mailto:info@brinkriley.co.uk) ensuring you confirm your name and booking address.*

### 2. Tenancy Agreement

A sample Tenancy Agreement can be [viewed here](#). Once you have selected your accommodation, we allow 3 working days for you and your Guarantor to provide the relevant details required for reference checks and 7 working days once references have passed for you and your Guarantor to sign the tenancy agreement.

If the Tenancy Agreement is not accepted during this period, you're booking maybe cancelled without any penalty on your part and the accommodation remarketed with immediate effect.

The signed and executed 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 early.

Once you have signed your Tenancy Agreement you are legally bound by it and liable for terms within whether the keys are collected or not.

If you book your accommodation from the 1<sup>st</sup> of July prior to the new academic year you and you're your Guarantor may only have 2 working days to sign your Tenancy Agreement from it being issued to you and to pay your holding deposit to secure the accommodation.

All negotiations will be subject to contract and subject to payment of the holding deposit.

Should you require any changes made to your tenancy agreement you will be subject to a £25.00 + VAT (£30.00 inclusive VAT) administration charge.

### **3. Guarantors**

All Students wishing to pay using instalment options 1 or 2 are required to nominate a person to act as a Guarantor. The Guarantor must be over 18 years old and based in the UK. They must have the means to accept the responsibility to act as Guarantor and can not be someone that is living with you (other than parents and guardians) or other properties managed by us.

A Guarantor will need to be credit checked and supply income references.

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 other 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 that the breach is rectified.

### **4. Payment Plans & Due Dates**

Payments options and dates can be found on our Payment Options Sheet [here](#).

You will be required to choose your payment plan at reservation. If you wish to change your payment plan you will be required to request this in writing via email to [info@brinkriley.co.uk](mailto:info@brinkriley.co.uk). All changes to payment plans once the reservation form is signed are subject to the Landlords approval.

You may also be subject to a £25.00 + VAT (£30.00 inclusive of VAT) administration charge for changing your payment plan option.

If you Student Finance dates differ, please provide us with proof from SFE and we can amend your Tenancy Agreement accordingly. On receipt of confirmation from SFE you will not be charged an administration fee for changing the dates on your chosen payment plan.

Students are reminded that responsibility to pay the rent is a contractual obligation between the Landlord and Tenant and is not dependant on any Student Finance / bursary payments having been made to the Tenant on time.

## 5. Cancellation

To cancel your booking, you need to email [info@brinkriley.co.uk](mailto:info@brinkriley.co.uk). Your holding deposit is non-refundable and will be retained by Brink Riley Properties should you not proceed with the Tenancy.

Once you have signed your Tenancy Agreement, you can only 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
- ▶ You find a replacement Tenant to take over your Tenancy. You will be liable up until a new Tenant moves in. See Section 6 Transfer of Tenancy.

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

## 6. Transfer of Tenancy

It may be possible with the Landlord permission 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 basics checks to confirm their eligibility to take over the tenancy.

Before we accept a new tenant, your account and obligations must be up to date and any rent due up to the date of changeover will need to be paid.

Only once the new person has signed the Tenancy Agreement and paid the first month rent and deposit will they take responsibility for future rent payments and all other obligations, and you will be released from your contract.

There is administration fee of £50.00 for a transfer of tenancy.

## 7. Refunds

All refunds are paid into UK bank accounts free of charge. 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.

## 8. Moving in your belonging

If you have opted for a contract that includes a 50% rent charge for non-occupancy you will not be able to move into the property while paying the 50% rent however you will be able to store your belonging in the property.

During this time the property will be inspected and summer maintenance and cleaning carried out. You are therefore permitted to leave up to four boxes/suitcases of belonging in your room.

Any more than four boxes/suitcases found to be left in your room may result in work not being undertaken and your flat not properly prepared for you.

**DO NOT** leave belongings in bin liners/rubbish bags as this can easily be mistaken for rubbish and may result in possessions being lost or thrown away. Please ensure that all boxes/suitcases are clearly labelled with your name and the words **“NEW TENANT”** and are **left in the wardrobe in the bedroom(s)** of the property **NOT the kitchen or lounge**.

We strongly advise that you do not leave any valuable in your room over the summer as contractors will have access to your accommodation on a frequent basis. Neither Brink Riley Properties nor your Landlord take responsibility for any belongings left in the accommodation during this busy period and you therefore leave your possessions at your own risk.

When placing your belonging into the property the keys need to be returned to Brink Riley Properties on the same day they are collected no later than 3.00pm. Failure to return the keys will result in you being charged full rent per night until they are returned.

## 9. Early Move In

Where a tenant requests a contract over 48 weeks they are advised that this will reduce the time in which we have to carry out any maintenance and cleaning. They will therefore be asked to sign an Early Move in Disclaimer.

You will be notified prior to taking the property if this will be the case. The following clauses set out what is expected of the Tenant;

- 1) The Tenant agrees that whilst Brink Riley Properties will do their utmost to ensure any repairs and maintenance issues are rectified prior to their move in; there may still be outstanding issues due to the short time between tenancies.
- 2) The Tenant agrees to report any outstanding maintenance issues as soon as possible via Brink Riley Properties report a repair portal at <https://brink-riley-properties.fixflo.com/Auth/HomeIssueCreate>
- 3) The Tenant agrees to allow access for quotes to repair these issues; and that this may require several visits.
- 4) The Tenant agrees that two quotes may be required so several contractors may need to be given access.
- 5) The Tenant agrees to give The Landlord and their Agent reasonable time to rectify the repairs.
- 6) The Tenant agrees that items of furniture may need to be delivered after their move in; this includes new and replacement furniture.
- 7) The Tenant agrees that any replacement furniture requests that are not agreed within the initial offer will be down to the Landlord's discretion.
- 8) The Tenant agrees that they will not seek any compensation for repair or maintenance not carried out prior to move in; on the basis the repair or maintenance is reported online by the tenant and dealt with in a timely manner by the Landlord and their Agent.
- 9) The Tenant agrees that no complaints or negative reviews will be made in response to repairs and maintenance not carried out prior to move in; on the basis these repairs are dealt with in a timely manner.

10) The Tenant agrees that the content on this disclaimer may be shared in the event of any complaints or negative reviews as noted in the above clause 7.

The following clauses set out what is expected of the Landlord and their Agent;

- 1) The Landlord and their Agent will do their utmost to ensure that any maintenance or repairs are carried out, where necessary prior to the Tenant moving in early.
- 2) The Landlord and their Agent will ensure that any maintenance or repairs reported by the Tenant once they have moved in will be dealt with as soon as possible and within a timely manner.
- 3) The Landlord and their Agent will ensure that the tenant is kept up to date on any reported issues.

#### **10. Key Collection**

You will be charged rent from your move in date (not including any rent free periods), whether your keys are collected on this day or not.

Please ensure that you bring photographic ID in order to collect your keys.

If you wish for keys to be collected on your behalf please ensure that you email authorisation to [info@brinkriley.co.uk](mailto:info@brinkriley.co.uk) ensuring you confirm your full name and property address along with the full name of the person authorised to collect on your behalf. We will require photographic ID for the person authorised to collect the keys to confirm their identity.

#### **11. Repairs and Additional Charges during and after your tenancy.**

We're committed to making your stay with us hassle free, that's why we promise you that we will:

- 1) Fix any items that are faulty
- 2) Replace items that have been damaged through reasonable wear and tear during your stay.

In return we ask that you look after your accommodation, letting us know about any issues as soon as you notice them. All issues must be reported on our [report a repair system here](#). No repairs will be arranged until they are reported on this system unless the issue is classed as an emergency. In the case of an emergency we will arrange for the issues to be attended to as soon as possible but will still require you to log in the issues on the system as soon as possible.

Please see our [What is an Emergency Guidance](#) for information or when a repair becomes an emergency.

Where items have been damaged or misused, we will need to repair or replace them and therefore we reserve the right to charge you for this. Where we incur charges for replacement items or need to appoint external contractors we will pass these costs on to you but we promise to charge you no more than what it costs us. Where charges have been applied after you have checked out, then we will let you know by email what we've charged for.

This is an up to date list of our [Repair and Decoration Charges](#) for your records.

## 12. Additional Charges

### 1) Call out fees & Fines

There are several different scenarios where you may be charged or fined below is a list of general charges but are not limited to:

- 1) Call out charge due to students responsibility eg. lost keys or left keys in apartment.
- 2) Disposing of rubbish anywhere else than rubbish bins provided.
- 3) Falsely using any fire fighting equipment or setting off alarms.

### 2) TV Licence

If you are using a TV provided with your room or are bringing a TV to use, the Television Licensing Authority require that you need a Licence, if you are bringing one. For more information visit [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)

### 3) Council Tax

As a full time student you don't need to pay council tax. You'll be provided with a Council Tax Exemption Forms by your university during your enrolment. A copy must then be provided to us via email [info@brinkriley.co.uk](mailto:info@brinkriley.co.uk). If you leave university during your Tenancy Agreement period you will need to pay the council tax. If this happens, you must pay Brink Riley Properties for any council tax paid on your behalf.

## 13. Post & Parcels

We will take parcels and mail for you at our office on site. You will need to bring your ID along when we are open sign for it and take it away.

We'll do our best to look after parcels safely but, in the unlikely event of something going wrong, we won't be liable for any damage to or loss from any parcel that you've authorised us to accept on our behalf.