

# **Student Terms & Conditions**

When you pay a Holding Deposit to reserve a property with Bristol Property Partnership you are agreeing to the following terms and conditions:

### Reserve terms:

- 1.1 The Tenants agree that a copy of the Tenancy Agreement and Guarantor's Agreement (see draft agreements on our website here) and Energy Performance Certificate have been made available to the Tenants before they reserved the property.
- 1.2 This reserve is <u>not</u> a Tenancy Agreement. The terms of our standard Tenancy Agreement are provided for information.
- 1.3 The tenants must provide their full names, the mobile numbers and email addresses for all tenants and guarantors within 48 hours of reserving the property.
- 1.4 Once the Reserve is accepted by Bristol Property Partnership, we agree to stop marketing the property for a period of 5 working days.

## **Holding deposits:**

- 2.1 Holding Deposits are non-refundable if a tenant decides they do not wish to continue with the tenancy application.
- 2.2 If the Landlord rejects the application the holding deposit will be refunded except in the instances listed in 4.5 below.
- 2.3 If the Tenants and Guarantors do not complete the online **Vouch referencing application forms within 48 hours** and **tenancy paperwork within 15 days**, the property may be put back on the market and any Holding Deposit paid will be retained.
- 2.4 If the Tenants' application is successful, the Holding Deposit will be allocated towards the first months' rent.

### Tenancy application and documents:

Each tenant is required to complete the following:

- 3.1 Provide all information required to Vouch, our credit check and referencing service, to enable full credit checks and referencing for yourself and for your Guarantor within 48 hours of request.
- 3.2 Provide contact details, including for a Guarantor and for an emergency contact. Both the Tenant and Guarantor must provide a working email address.
- 3.3 Sign a Tenancy Agreement within 15 days of paying the Holding Deposit. Please see a copy of our standard Tenancy Agreement on our website.

- 3.4 Provide a UK-based Guarantor who will sign a Guarantor's Agreement within 15 days of paying the Holding Deposit. The Guarantor must pass a credit check and have sufficient financial resources to support themselves and meet the tenant's financial commitments under the terms of the Tenancy Agreement. If the Tenant cannot provide a suitable Guarantor, then the tenant must agree to pay all the rent for the Tenancy up front, at least 30 days before the start of the tenancy.
- 3.5 Pay the required deposit for the property as specified in the advert.
- 3.6 Provide identity documents compliant with UK Right to Rent Legislation (normally a driving licence and passport).
- 3.7 Provide student ID.

### Other:

- 4.1 All Tenants are required to pay their first month's rent no later than one month prior the start date of the tenancy.
- 4.2 Once the Tenants sign the Tenancy Agreement they are legally bound by the terms of the agreement for the agreed fixed period (usually 12 months).
- 4.3 If a tenant wishes to withdraw from the agreement before the start date of the tenancy, and *IF the Landlord agrees* to the withdrawal, the holding deposit will <u>not</u> be refunded and they will be required to pay the rent due according to the terms of the tenancy agreement until replacement tenants are found, and pay all the Landlord costs of readvertising the property and finding new tenants.
- 4.4 You cannot end a fixed-term tenancy before it expires unless all the joint tenants and the landlord agree to end it. If just one tenant wishes to withdraw from the tenancy, they will be required to pay their share of the rent and all charges for the entire period of the tenancy.
- 4.5 If the tenants' application is not successful for the following reasons the Holding Deposit will not be returned:
  - For any reason you change your mind
  - You fail your right to rent checks
  - You provide any false or misleading information to us before or during referencing, including not disclosing CCJs, debt and rent arrears or providing false references
  - The contract / Tenancy Agreement has not been entered into within 15 calendar days following the payment of the holding deposit (this can be extended if agreed by both parties)