

1. Booking a Room

A Tenancy Agreement is a legally binding document, and tenants and Guarantors (if applicable, see 3. Guarantor Service for further information on requirements) should read this document carefully before agreeing to the terms of the agreement.

Our tenancy platform is via TenancySign powered by StuRents. Phoenix Student will create an account for you on StuRents. By sending us your booking, or booking via our website, you confirm agreement with StuRents website terms, privacy policy and acceptable use policy.

At all times during the tenancy you must be of or over the age of 18 years and enrolled as a full-time student at a university, college or educational institution.

1.1 Booking Options

There are three options for booking accommodation with Phoenix Student:

1.1.1 Web Direct

To make a booking online, you will need to select the property and room type you wish to book and follow the on-screen instructions to complete your booking. You will be completing an electronic Tenancy Agreement, and during this process you will need to supply all relevant documentation. Your window of time when booking online will be limited – from the start of the booking process to complete the Tenancy Agreement; this applies to you and your Guarantor (if applicable). If you do not complete the Tenancy Agreement in this time, it will be deleted and you will need to restart the booking process.

1.1.2 Via Accommodation Team

To make a booking, you are required to select your room type via our accommodation page. Once we have received your enquiry, you will be invited to complete an electronic Tenancy Agreement, which will be issued to the email address you have provided. You will be required to provide all the relevant information requested during your online tenancy application. You will have up to 7 calendar days, or between 2 to 24 hours during peak times, to complete your Tenancy Agreement (the expiry date will be shown on your application). If you or your Guarantor (if applicable) have not signed and provided the requested documents, your Tenancy Agreement will be deleted and you will need to restart the booking process.

1.1.3 Via a third party Agent

**** PLEASE NOTE THAT AGENTS MAY CHARGE YOU FOR USING THIS SERVICE WITH THEM ****

Whilst booking directly with us is always FREE, if you are using an agent they may charge you for using their services. When booking with an agent they will provide a booking referral to us on our dedicated agent booking form. After this the same process follows in completing the same online tenancy agreement and providing the same required information. Your agent may keep in contact with you to clarify the status of your application through them.

1.2 Acceptable documents during Tenancy Application:

Tenant

Identification: passport, driving licence or photographic national identity card

Address: utility bill, bank or credit card statement (less than 3 months old), drivers license (if not used as ID)

Student status: Student ID card, acceptance letter from university/college

Visa: Entry stamp in passport, BRP, immigration sharecode from gov.uk

Guarantor

Identification: passport, driving licence or photographic national identity card

Address: utility bill, bank or credit card statement (less than 3 months old), drivers license (if not used as ID)

Earnings: Last 3 concurrent wage slips (not password protected), HMRC submission summary for current financial year

All acceptable documents must be in English. Phoenix Student reserves the right to reject any documentation that is not in English, or that is unclear, Scans are not permitted, we require original photographs.

All booking applications are subject to passing Right to Rent Checks (UK). For more information, see <https://www.gov.uk/private-renting/document-checks> and <https://www.gov.uk/prove-right-to-rent>

Phoenix Student will review your signed Tenancy Agreement and email you a countersigned Tenancy Agreement confirming your booking. A member of the accommodation team will contact you if we are unable to countersign the Tenancy Agreement, and they will inform you of the reason(s) why.

Signing a Tenancy Agreement and making a payment of the deposit (if applicable) ensures your selected room type is held for you. Once your tenancy is signed by all parties; Tenant, Guarantor (if applicable) and Phoenix Student, your booking will be confirmed.

Once Phoenix Student has signed your Tenancy Agreement, you will be sent a rent payment schedule and instructions on making your rental payment(s); see "Payment Methods". You will not be able to move into the property if you do not pay the rent specified on your rent payment schedule.

For payments where the Payment Service Provider is outside of the UK our online portal provider (StuRents) may continue to charge a card fee of up to 3%. Please note that for the Guarantor signature, a non-refundable £/€1.00 fee may be requested to verify the signatory as the payee.

2. Payment Methods

You have two payment options:

1. Pay in full
2. Instalments

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Direct Debit for all our properties, we request you set up a Direct Debit from a UK bank account. A Direct Debit mandate will be sent with your Tenancy Agreement and rent payment schedule. There is no charge for this service.

Bank Transfers can be made via our online portal provider (StuRents).

International Bank Transfers can also be made via our online portal provider (StuRents).

For payments where the Payment Service Provider is outside of the UK our online portal provider (StuRents) may charge a card processing fee of up to 3.0% plus 20p. Some banks outside of the UK also have a separate local export tax which will also be charged. All fees will be presented at the checkout.

Phoenix Student does not accept cash payments or cheques. Rent credit/debit card payments cannot be taken over the phone, or at the accommodation reception.

It is the tenant's responsibility to ensure funds are available to cover rental amount(s) in line with published payment terms (see 2.1 Instalment Schedules); we strongly recommend that you apply for Student Finance well in advance if you are relying on this to cover rental amount(s). Non-payment will be treated in line with the Phoenix Student debt collection procedure (details of which are available on request).

2.1 Instalment Schedules

Option 1 - Payment in Full

This will be taken on 1st September, or if booked on or after this date, prior to the Tenancy Agreement start date.

Payment in Instalments (requires a UK Guarantor)

Instalment Option:

1st September: 10% of total rent (or before Tenancy Agreement start date)
September: 30% of total rent
January: 30% of total rent
April: 30% of total rent

Option 2 – 10 instalments, usually monthly, in advance of each month.

3. Guarantor Service

If you wish to secure your accommodation with us and you are planning to pay your rent in instalments, we ask that you provide a qualified Guarantor. A Guarantor will be required to provide suitable documentation via the online application process.

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A Guarantor is a responsible person who agrees to pay any outstanding rent and associated rent recovery costs for the tenant for whom they are acting as Guarantor, should the tenant fail to keep up with the rent payments for the accommodation. The agreement is a legally binding document and should not be signed lightly.

Providing a Guarantor is common practice and provides Phoenix Student with the security and knowledge that the rent will be paid in full.

Phoenix Student will carry out all necessary credit checks as prescribed by law and will reserve the right to reject nominated Guarantor applications if the requested information is not provided and the nominated Guarantor does not meet the minimum requirements. The minimum requirements for a Guarantor are:

- In full-time employment (earning annually a minimum of five [5] times the tenant's annual rent)
- Resident in the UK
- UK Homeowner

If you do not have a UK guarantor that meets these requirements, we can offer you a guarantor waiver through "Leap". "Leap" can act as an alternative if you do not have a qualified Guarantor. The Leap Guarantor Waiver, can be selected during your tenancy application. For more information on Leap, please visit www.leapguaranty.co.uk.

4. Cancellation Policy

4.1 Cancellation cooling off period(s)

If you choose to cancel your booking with Phoenix Student, you will have 7 calendar days after signing your Tenancy Agreement to do so.

If you made your booking fewer than 7 calendar days before your Tenancy Agreement start date, you may cancel your booking until the earlier of (a) 7 calendar days after signing your Tenancy Agreement, or (b) the date the Tenancy Agreement commences. You may not cancel once your tenancy commences.

For bookings made after the 1st August:

If you made your booking fewer than 3 calendar days before your Tenancy Agreement start date, you may cancel your booking until the earlier of (a) 3 calendar days after signing your Tenancy Agreement, or (b) the date the Tenancy Agreement commences. You may not cancel once your tenancy commences.

You may request to cancel your booking by sending an email to enquiries@phoenixstudent.co.uk together with any supporting documentation you wish to use as grounds for cancelling.

Phoenix Student will refund your deposit, where applicable, within ten (10) calendar days of accepting your cancellation. International bank transfers can take longer to process funds and incur a transfer fee.

4.2 Cancellations after the cooling off period(s)

You will not be eligible to automatically cancel your booking after your cooling off period has ended. You and your Guarantor (if applicable) will be required to meet the obligations set out within your Tenancy Agreement, or to find an eligible replacement tenant for your Tenancy Agreement. Information about replacement tenant can be found in 4.4.

4.3 Termination of your Tenancy Agreement after you have moved into the accommodation

We hope you speak to your local property manager if you are thinking about leaving your accommodation. If you do decide to leave your accommodation during your contracted term, the landlord may agree to release you from your contract, providing the conditions set out below are met:

You find a suitable replacement as per 4.4 below

4.4 Replacement Tenant

A replacement tenant is a suitable replacement (who must be over 18 and enrolled as a full-time student at a local university or college) to take a new Tenancy Agreement for your room for the remaining period of your contract, and;

The incoming tenant must enter into a Tenancy Agreement with Phoenix Student, providing the relevant requested documents, and where relevant also providing a suitable Guarantor.

Refunds due will not be processed until the incoming tenant taking over the contract has signed the Tenancy Agreement, paid, and moved into the accommodation. If your agreement is terminated by Phoenix Student or the Landlord on this basis, you will forfeit any deposit paid. If you fail to find someone to take over your tenancy, you and your Guarantor (if applicable) will be responsible for paying the full rent until the end of your contracted time at the accommodation. You will also remain liable for the rent payment until the new tenant's Tenancy Agreement starts.

4.5 Cancellations by Phoenix Student or the Landlord

Our terms and conditions require you to sign your Tenancy Agreement within the period specified on your electronic Tenancy Agreement.

If you and your Guarantor (if applicable) fail to sign your Tenancy Agreement within this timescale, your Tenancy Agreement may be cancelled. Phoenix Student retains its right to cancel your Tenancy Agreement should you fail to provide a suitable Guarantor for your tenancy on more than 2 occasions.

If for any reason Phoenix Student is not able to offer you accommodation once your Tenancy Agreement is fully signed, we will contact you as soon as possible detailing the reasons why, or offering an alternative solution on terms sufficiently similar than the ones already agreed upon. If we cannot offer a suitable alternative, we will refund all monies paid to Phoenix Student.

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In the event that you fail to make the first Rent payment and/or fail to check in within three (3) calendar days of your agreed check in date, the Landlord reserves the right to cancel the Agreement with immediate effect by notice in writing to you.

If your agreement is terminated by Phoenix Student or the Landlord due to breach of contract, you will forfeit any deposit paid.

4.6 “No Place, No Stay” – Flexible Cancellation

This cancellation benefit might be available to full time students booking for the academic term after August of that academic year at the discretion of Phoenix Student.

If you are a prospective full-time student, and

- 1) your offer of a place at your preferred university/higher education institution is withdrawn, or;
- 2) your visa application is not accepted, or;
- 3) Government travel restrictions prevent you from travelling to Phoenix Student and you withdraw from your course, you may be eligible to receive a refund of your deposit, where applicable.

To cancel under “No Place, No Stay”, you must supply either (a) a copy of a written rejection letter from your chosen university/college; or (b) a copy of the acceptance letter from a new university/college, if your place at your preferred university/higher education institute is withdrawn (c) copy of written rejection letter concerning your visa application, if your visa application is not accepted or (d) written evidence from your university/college confirming that you have cancelled your course and will not be enrolled as a student due to Government travel restrictions preventing you to travel.

This must be received by Phoenix Student (enquiries@phoenixstudent.co.uk) within two (2) calendar days of the date in which your university/college/visa letter is dated.

On receipt of the required documentation, Phoenix Student will consider your request and will inform you within 10 calendar days if the agreement will be cancelled. If Phoenix Student cancels the agreement on this basis your deposit will be forfeited.

It is unlikely that your request to cancel will be approved by Phoenix Student if your Tenancy Agreement has commenced.

4.7 Room Moves

We do not offer room moves once you have checked in. In very limited circumstances and depending on availability, we may allow a room move. If you wish to change rooms, please contact the on-property team to discuss your requirements. If you are upgrading to a higher standard of room, you will have to agree to any uplift in rent. Additional cleaning charges may apply if you have already moved into your room.