

Introduction

These terms set out who is eligible to make a booking and the types of booking available through Acis Students. It also explains how a booking can be cancelled. If you complete a booking directly with Acis Students, these terms are part of your Tenancy Agreement.

If you complete a booking for Acis Students accommodation through your university, the university's booking or allocations processes and terms will apply, and it will take precedence over these terms.

Your tenancy agreement

Acis Students is a member of the Unipol and ANUK National Code which can be found here: -

<https://www.nationalcode.org/download-codes>

The purpose of the Code is to: -

- a. establish a framework of voluntary standards to support how member owners, managers and their occupants can do business with one another effectively and fairly; and
- b. act in the best interests of students.

Who can make a booking?

You can make a booking through Acis Students if:

- You are a current student or have accepted a place at university.
- You have a right to rent in England.
- You are not in breach of an existing tenancy agreement for any reason.
- There is a suitable room available that meets your requirements.

Most of our tenants are aged over 18. If you will be under 18 at the start of your proposed tenancy, then before you book, you must make direct contact with the site where you would like to live. We can then discuss and agree any additional conditions and safeguards that may need to be put in place until you turn 18. A Trustee will also be needed to be named on your tenancy agreement until you turn 18. Our accommodation is not suitable for young people under the age of 16 unless specific arrangements have been agreed in advance with Acis Students.

Acis Students cannot guarantee to meet applicants' preferences – although we do try to wherever possible. If we cannot offer your preferred choice, we will contact you with an alternative room or ask if you would like to be placed on a waiting list for the room type of your choice.

Disability, equality and diversity

We will make every reasonable effort to meet the needs of students with disabilities or special needs. If you have a disability, medical condition or special need that affects your accommodation requirements, then please let us know when you complete your application for accommodation. Applicants are encouraged to disclose any medical requirements to enable us to provide a suitable room. Requests relating to religious observance, cultural requirements or disability-related accommodation needs will be considered on an individual basis. Acis Students may not be able to meet all needs, but we will do what we reasonably can.

We are committed to promoting equal opportunities in the provision of accommodation, regardless of race, colour, nationality, ethnic and national origin, religious belief, age, gender, marital status or sexual orientation.

Types of bookings

There are two types of bookings: Book Directly and University Bookings. There are 3 ways to book.

Book Directly (SAM)- Bookings can be made directly through your Student Accommodation Manager (SAM), our online portal. When you complete your application via SAM, you will select your room type and will be offered a room depending on what your preferred choices are (this will be the nearest match if we cannot meet all of your preferences).

Book Directly (booking form) -Alternatively, you may book directly using a booking form on our website. Once we have received the completed form, we will send you a room offer depending on what your preferred choices are (this will be the nearest match if we cannot meet all of your preferences). You will then be instructed to activate a SAM account.

University bookings – We have agreements with some universities that allow you to book through their own application process. They will then decide whether or not to make you an offer. Once the University has made you an offer, we will be in touch with you in order to complete your booking.

Completing your booking

After you have submitted your application / preferences, you will receive an **offer of accommodation** which will confirm your room type, rent, start date and end date AND set out conditions for you to comply with. There will be a deadline specified in the **offer of accommodation** to comply with the conditions. The conditions are likely to require (but this is not an exhaustive list): -

1. You must accept the **offer of accommodation** via SAM.
2. You must provide us with your guarantor's personal details and any other information requested.
3. You must provide all ID documentation required and evidence we need to establish your Right to Rent, provide proof of study documentation (not required for university nominations) or any other documentation we may require.
4. We will then send a Guarantee Agreement to the person you have named as guarantor for completion and signature and return to us. They will also be required to provide ID and proof of address documentation.
5. You must sign your tenancy agreement which will be sent / available to you via SAM.
6. You must then pay us the £200 advance rent payment which will be deducted from your first rent payment.

A booking becomes **legally binding** when:

- (a) Acis Students issues an Offer of Accommodation;
- (b) You accept the offer; and
- (c) all conditions specified in the offer of accommodation have been satisfied.

Your tenancy agreement

You must be 18 to sign a tenancy agreement so we will not send you a tenancy agreement to sign until after your 18th birthday. When we send your tenancy agreement you have 7 days to sign and return it. This is done by entering your username and password on SAM or digitally signing the agreement, where the option is available.

Can I cancel my booking?

By law, a cooling-off period has to be given for many things ordered online – but a cooling-off period is not a legal requirement in contracts for residential accommodation.

Acis Students will allow **legally binding** bookings to be cancelled only in certain circumstances, which are set out below. Acis Students does not allow bookings to be cancelled in any other circumstances.

Cancellations during the Initial Cancellation Period

You have a short period after the booking becomes **legally binding** to cancel your booking. We refer to this period as the “Initial Cancellation Period”.

You have 48 hours from when the booking becomes **legally binding** to cancel the booking. Your cancellation request must reach us before you move into your accommodation.

To cancel during the Initial Cancellation Period, you must give notice in writing by email to SAM@acisstudents.co.uk. The notice cannot be sent by SMS. The notice must clearly state that you are wishing to cancel your booking for accommodation (for example, an email saying that you are reconsidering whether university is right for you will not be treated as a cancellation notice). The notice must be received within the Initial Cancellation Period. Any advance rent payment we’ve received will be refunded.

No Place No Pay – applicable to 1st year students only.

If you are a prospective student and your offer of a place at your preferred University is withdrawn by them as a result of you not achieving their required entry grades, you will be eligible to be released from your Tenancy Agreement. You will also be eligible to be released from the Tenancy Agreement if you are a prospective student and you choose to go to a different University because you have exceeded your expected grades. To apply to be released from this agreement in the circumstances referred to above, you will need to supply us with a copy of:

- a written rejection letter from your chosen university/college or UCAS or a screen shot of your UCAS status which confirms that the required results were not achieved; or
- a copy of the proof of acceptance of your new university by UCAS adjustment.

These document(s) must be received by us within 7 calendar days from the date your results are published or official notification of refusal. These must be received in writing to SAM@acisstudents.co.uk. On receipt of the required documentation, it will be verified and, provided we are satisfied, we will cancel your Tenancy Agreement and refund any advance rent payment you have made.

Cancellations at other times before moving into your accommodation

After expiry of the Initial Cancellation Period, accommodation will remain available to you until the booking is cancelled or released in accordance with these terms.

Acis Students will agree to accept a cancellation in the following circumstances: -

- Your initial UK Visa application has been refused on condition you inform us within 7 days of you first being notified of the refusal.
- Your UK Visa is cancelled or withdrawn due to circumstances outside of your control provided we are given not less than 4 weeks written notice. (There is no right to cancel if your UK Visa is cancelled for any reason within your control.)
- You are unable to take up your offered place at your chosen institution due to illness provided we are given not less than 4 weeks written notice.
- You are excluded from or refused admission to your chosen institution provided we are given not less than 4 weeks written notice.
- You withdraw from your course of study provided we are given not less than 4 weeks written notice.

All requests for a cancellation on these grounds must be made in writing to SAM@acisstudents.co.uk and **must be supported by independent evidence** from the Home Office, your chosen institution or a medical practitioner. We may ask you for further evidence to support your request and you agree to provide this further evidence where reasonably practicable.

Cancellation request granted

If your cancellation request is granted, you will receive email confirming the acceptance of your cancellation and the date you are required to vacate your accommodation. Any advance rent payment received will be refunded after you have vacated, where applicable.

Replacement Tenant

The only other way to be released from your **legally binding** booking is to find a suitable replacement tenant who is acceptable to Acis Students and who is willing to enter into a tenancy agreement for your accommodation. Acis Students will not unreasonably refuse a proposed replacement tenant who satisfies its normal eligibility, affordability and booking requirements. It is your responsibility to find a suitable replacement tenant. In most cases a prospective tenant will not be suitable if they are already renting a room from Acis Students or have entered into another contract for accommodation. Acis Students will only assist you with finding a replacement tenant if all the other rooms on site are already let and we have applicants on a waiting list.

The release from your booking will not be issued until the replacement tenant completes a **legally binding** booking as set out in the process above.

- If the release date is before the date you are due to move into your allocated room any advance rent payment will be refunded less a £50 administration charge.

- If the release date is after the date you are due to move into your allocated room, you are liable to pay all rent up to and including the release date and you will only be refunded any prepaid rent for the period after the release date less a £50 administration charge.

If you are not able to find a suitable replacement tenant, you will still be liable to pay the rent for the allocated room for the full term you have booked whether you occupy the accommodation or not.

Transfer fees

If you want to change your booking after accepting an offer, then you could cancel your existing booking within the Initial Cancellation Period and then re-apply. In this case, there will be no fee payable, but you may not be offered your choice of room when you re-apply.

If you want to change your booking after the Initial Cancellation Period, or you do not want to risk cancelling your booking, you can apply to transfer your booking to alternative accommodation with us. We will charge you an administration fee for doing this, as follows:

- (a) For transfer requests before the start of the tenancy period, a fee of £50 to cover our administration costs.
- (b) For transfer requests during the tenancy period, a fee of £50 (to cover our administration costs and the additional room inspection required when you vacate).

There is no transfer fee to pay if we do not agree to a room transfer