

1. Booking a Room

1.1 Booking Options

There are 3 options for booking your accommodation with Cloud Student Homes:

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 onscreen instructions to complete your booking. You will be completing an electronic Assured Shorthold Tenancy Agreement (AST), and during this process you will need to supply all relevant documentation. If you do not complete the AST in this time, it will be automatically cancelled, and you will need to restart the booking process again.

1.1.2 Via Accommodation Team

This can be requested by phone, email or via 'contact us'. You will be required to provide all the relevant information requested during your online tenancy application. You will have up to 7 calendar days to complete your AST (the expiry date will be shown on your application). If you or your UK Guarantor (if applicable) have not signed and provided the requested documents, your AST will then expire and be automatically cancelled.

1.1.3 Third Party Agent

To make a booking via a third-party agent, you will need to follow their booking process. When the third-party agent has processed your booking, you and your UK Guarantor (where applicable) will be required to complete an AST, which will be issued to the email address(es) provided during the agent booking process. You will then be required to provide all the relevant information requested during your online tenancy application. You will have up to 7 calendar days to complete your AST (the expiry date will be shown on your application). If you or your UK Guarantor (if applicable) have not signed and provided the requested documents, your AST will be automatically cancelled.

Please note that third party agents may require you to pay booking/application fees direct to them, as well as subscribe to their own terms and conditions. Check with the agent you are booking with for this information.

An AST is a legal document, and tenants and UK Guarantors (if applicable) should read this document carefully before agreeing to the terms of the agreement.

Our tenancy platform is powered by StuRents. Cloud Student Homes will create an account for you on StuRents. By sending us your booking, or booking via our website, you confirm agreement with StuRents' website legal terms, privacy policy and acceptable use policy (for further information please see StuRents.com).

1.2 Acceptable documents during Tenancy Application:

Tenant

Proof of Identity (either):

- Current, valid full passport (certified copies must show nationality, place and date of birth, passport number, expiry date, photograph and signature)
- Current, valid full UK photo-card driving licence with signature
- Current, valid UK photo-card provisional licence
- Residence permit showing your full name and current address. This is issued by the Home Office to non-EU Nationals on sight of your own country's passport



Visa: Visa (if applicable)

Student status: valid student identity card or offer/acceptance letter from university/college UK

Guarantor

Acceptable Documents for a Guarantor:

Proof of Identity

- Valid full passport (certified copies must show nationality, place and date of birth, passport number, expiry date, photograph and signature)
- Current, valid full UK photo-card driving licence with signature
- Current, valid UK photo-card provisional licence
- Residence permit showing your full name and current address. This is issued by the Home Office to non-EU Nationals on sight of your own country's passport

Proof of Address

- Household utility bill (eg gas, electric, water or fixed line telephone but not a mobile phone bill). It must be no more than three months old and show your name and current address
- Bank, building society or credit card statement. It must be no more than three months old and show your name and current address
- Local authority tax bill (e.g. council tax) valid for the current year
- Solicitor's letter confirming recent house purchase or land registry confirmation
- HM Revenue & Customs (Inland Revenue) tax document e.g., tax assessment, statement of account, notice of coding. It must contain your full name and current address. P45s and P60s are not acceptable
- Original notification letter from the relevant benefits agency confirming the right to benefits or state pension
- Mortgage Statement on property with full name and address detailed

All acceptable documents must be in English. Cloud Student Homes reserves the right to reject any documentation that is not in English, or that is unclear.

All booking applications are subject to passing Right to Rent Checks. For more information, see <u>www.gov.uk/landlordimmigration-check</u>.

Cloud Student Homes will review your signed and submitted AST, when approved you will be notified by StuRents and your AST will be available to you on your portal (you will need your log in details to view), if Cloud Student Homes are unable to counter-sign your tenancy, you will be contacted with the reason.

1.3 Deposit

To confirm your booking with Cloud Student Homes, you will be asked to agree to an AST provided by StuRents and you will pay £150 (en-suite) or £200 (studio) deposit (payable at the time of signature). The £150 (en-suite) or £200 (studio) is converted to your refundable deposit after your AST has been countersigned by Cloud Student Homes, and this is protected with the 'MyDeposits Custodial' (an independent Government approved tenancy deposit protection scheme). Your deposit will be refunded to you at the end of your tenancy (Cloud Student Homes reserves the right to deduct any rental arrears or costs for damage caused to your room/communal areas – you will be notified if any deductions apply).

Please note that there is a surcharge of up to 1.05% + 10p for payments made by a United Kingdom (UK) or European Union (EU) debit card, and up to 2.55% + 17p for payment made by a non-UK/EU debit card. This is a fee charged via StuRents, for all updated information please see StuRents.com



Please note our payment system charges a flat fee of £1.50 to all tenants when the tenant pays booking fees, deposits or non-automated rent instalments via our online portal provider (StuRents). For payments where the Payment Service Provider is outside of the EEA our online portal provider (StuRents) will continue to charge a card fee (up to 2%) on top of the £1.50 fee.

Your tenancy is only confirmed once you have a completed AST (signed by all parties).

Once Cloud Student Homes has signed your AST, you will be sent a rent payment schedule and instructions on making your rental payment(s), this schedule is also available in your AST; see '2. Payment Methods' (this is also available when logging into your StuRents portal using your log in details). You will not be able to move into the property if you do not pay the rent specified on your rent payment schedule.

Please note that for the Guarantor signature, a non-refundable £1.00 fee is taken to verify the signatory as the payee.

2. Payment Methods

You have two payment options:

1. Pay in full

2. Instalments (choice of 9 or 4 instalments) via 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 AST and rent payment schedule. There is no charge for this service.

UK GBP Payments via Debit Card

To meet PSD2 regulations our payment system charges a flat fee of £1.50 to all tenants when the tenant pays booking fees, deposits or non-automated rent instalments via our online portal provider (StuRents) from UK, EU EEA via debit card.

Non-GBP Payments via Debit Card

Our payment system charges a flat fee of £1.50 and card fee (up to 2%) to all tenants when the tenant pays booking fees, deposits or non-automated rent instalments via our online portal provider (StuRents) outside of the EEA.

If you book accommodation 14 calendar days prior to your check-in date, you will be required to pay using a debit card via our online process.

Cloud Student Homes does not accept cash payments, credit cards or cheques. 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 Cloud Student Homes debt collection procedure (details of which are available on request).

2.1 Instalment Schedules

Payment in Full

This will be taken at the end of August, or if booked in or after August, prior to the AST start date.



Payment in Instalments (requires a UK Guarantor)

9 Instalment Option:

- August: 10% of total rent
- September: 10% of total rent (or 20% if booked after 14 August)
- October: 10% of total rent
- November: 10% of total rent
- December: 10% of total rent
- January: 10% of total rent
- February: 10% of total rent
- March: 10% of total rent
- April: 20% of total rent

4 Instalment Option:

August:10% of total rent (or before AST start date)September:34% of total rentJanuary:34% of total rent

April: 22% of total rent

The payment dates outlined in your contract are fixed and cannot be changed, so you will need to ensure you will have the necessary funds in your account on the date rent is due for payment.

If you fail to make your first instalment/full payment on time, Cloud Student Homes reserves the right to cancel your booking 10 working days after the date on which the payment was due. Your booking fee and deposit will not be returned. Please note that access to the room is not granted until the first instalment/full rental payment is made (as per your individual tenancy).

3. Guarantor Service

In order to reserve a room with us and pay in instalments, you are required to provide a qualified UK Guarantor. 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. The agreement is a legal document and should not be signed lightly.

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

Cloud Student Homes reserves 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:

- UK resident in full-time employment (including Self Employment Status)
- Retired (subject to financial status shown on Proof of Address)



Housing Hand (a third-party company) can act as your guarantor if you do not have a qualified UK Guarantor. The Housing Hand guarantor service can be selected during your tenancy application. For more information on Housing Hand, please visit www.housinghand.co.uk.

4. Cancellation Policy

4.1 Cancellation during the cooling off period(s)

If you choose to cancel your booking with Cloud Student Homes, you have 7 calendar days after signing your AST to do so if booking prior to 1st August (where a tenancy has been sent prior to 1st August).

If you choose to cancel your booking with Cloud Student Homes after (and including) 1st August, you have 24 hours after signing your AST to do so for all tenancies starting up to (and including) 30th September (where a tenancy has been sent out from 1st August).

If you made your booking fewer than 7 calendar days before your AST start date (or 24 if booked after 1st August), you may cancel your booking up until the day prior to your tenancy start date, without incurring penalty.

You may request to cancel your booking by sending an email to <u>info@cloudstudenthomes.co.uk</u> where a 'Cancellation Pack' will be sent to you for further details or contacting your Accommodation Team directly.

If you choose to cancel your tenancy after 24 hours and within the cooling off period, then Cloud Student Homes reserves the right to retain the deposit (or part thereof) in lieu of expenses occurred.

4.2 Cancellations after the cooling off period(s)

Any requests outside the above period will require you to find a student to replace you, who in turn will need to complete the AST and pay their deposit via StuRents. Once they have passed the 7 day/24 hour (as applicable) cool off period you will be released from the tenancy, this is known as a Tenancy Takeover.

For further information, guidance or assistance regarding Tenancy Takeover please contact your site team for your 'Cancellation Pack'.

4.3 Cancellations after you have moved into the accommodation

You must speak to your local Accommodation 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 (who must be 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.
- The incoming tenant must sign an AST with Cloud Student Homes, providing the relevant requested documents, and where relevant, also providing a suitable UK Guarantor.
- Refunds due will not be processed until the incoming tenant taking over the contract has signed the AST, paid and moved into the accommodation.

Please note that you will be charged for the length of stay you occupied the room, and for any difference in rental amount between you and the replacing student (if applicable).

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.



It is the responsibility of the outgoing resident to provide the incoming tenant for a tenancy takeover. During the transition from outgoing to incoming resident, the room will be required to be professionally cleaned, this cost will be deducted from the outgoing resident's deposit.

Where Cloud Student Homes or their representative are able to assist with a Tenancy Transfer (subject to availability in the property), the cost of the room clean, marketing fees and/or commissions will be deducted from the outgoing resident's deposit or rental refund (if applicable).

For further information, guidance or assistance regarding Tenancy Takeover please contact your site team for your 'Cancellation Pack'

4.4 Cancellations by Cloud Student Homes or the Landlord

Our terms and conditions require you to sign your AST within the period specified on your electronic AST. If you and your Guarantor (if applicable) fail to sign your AST within this timescale, your AST will be automatically cancelled.

If for any reason Cloud Student Homes is not able to offer you accommodation once your AST is fully signed, we will contact you as soon as possible detailing the reasons why, or offering an alternative solution. If we cannot offer an alternative, or the alternative is not suitable, we will refund all monies paid to Cloud Student Homes.

4.5 First-year students who do not get a place at university: "No Place, No Stay"

This offer is applicable to undergraduate first-year students only.

If you are a prospective first-year undergraduate student, and your offer of a place at your preferred university/higher education institution is withdrawn as a result of not achieving the required entry grades, you will be eligible to receive a refund of your deposit.

You may also be eligible to cancel under "No Place, No Stay" if you choose to go to a different university in a city that does not have availability in a Cloud Student Homes property because you have exceeded your expected grades.

To cancel under "No Place, No Stay", you must supply:

(a) a copy of a written rejection letter from your chosen university/college or UCAS, which confirms that the results you required for acceptance were not achieved.

(b) a copy of the proof of acceptance to a new university by UCAS adjustment (where you are still continuing to University).

This must be received by Cloud Student Homes (<u>info@cloudstudenthomes.co.uk</u> or directly to your Accommodation management team) within 5 calendar days of the date on which your results are published. On receipt of the required documentation, the agreement will be cancelled with a refund of your deposit.

'No Place No Stay' does not apply if the student withdraws their own application, please see Section 4.2 for 'Cancellations after the cooling off period(s)'.

Please note that if a Cloud Student Homes property is within the city for your new University, then the above does not apply – you will (subject to availability) be offered a room within the alternative property and be required to sign an alternate AST with the new accommodation. If there is no availability, then your AST from your original property will be cancelled. Please contact info@cloudstudenthomes.co.uk to transfer your tenancy or to query availability within your alternative city location.



4.6 Visas

If your Visa has been refused then you will need to contact your accommodation team within 5 days of the refusal with the evidence of the refusal in order for your cancellation to be processed and deposit refunded.

4.7 Room Moves

If you wish to change rooms, please contact the Property Accommodation 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 prior to the room move being processed. All room moves are subject to availability. Please note all rental monies must be paid prior to the transfer of rooms.

If your room is not ready or available for occupation at the start of your tenancy agreement, then Cloud Student Homes will provide you with an alternative room (preferably in the same accommodation, however Cloud Student Homes reserves the right to provide an alternate accommodation in/during emergency circumstances at an alternative accommodation).

If during/prior to your tenancy, your accommodation becomes unfit for occupation due to an incident (including but not limited to fire, flood or loss of essential service), you will be provided with alternative accommodation in the local area covered by the building insurance (subject to availability, and therefore may not be possible to provide the same facilities ie kitchen/gym) for the duration of the incident and in line with your tenancy end date (*if your tenancy date ends prior to your return to the accommodation then the alternative accommodation will cease from the end date of your tenancy agreement*). This temporary accommodation does not affect your legal obligation to pay rent as per Section 3 in the tenancy agreement.

5. Checking Out

When checking out of the property you should inform the Accommodation Team of your departure. You will need to ensure that you have completed your check out and removed all personal items by 2pm on the final day of your tenancy (if in doubt of this day, then please log into your StuRents account and view your tenancy).

7.1 Your room (and kitchen facilities if applicable) should be left in a clean and waste free condition.

7.2 The Accommodation Team will complete a 'Check Out Inspection' upon notification of check out, in order to ascertain the condition of the room (and kitchen facilities if applicable), and therefore if a deduction of the deposit is applicable.

7.3 If a deduction of your deposit is appropriate then you will be contacted via the Accommodation Team.

7.4 You will receive your deposit (or deducted deposit) within 10 days of your tenancy end date (*please note that your tenancy end date and your check out date may differ, and the deadline is fixed on the tenancy end date*).

7.5 If you overstay your tenancy date then you will be liable for the cost of the overstay, however an extension cannot be guaranteed, and any extensions should be communicated with the Accommodation Teams at the earliest opportunity. *Please note that your tenancy end date notes the end of your AST and therefore you are expected to depart the Accommodation – Cloud Student Homes reserves the right to use legal methods in order to regain possession of the property on behalf of the Landlord.*

6. Additional Terms

Additional terms in relation to the tenancy agreement:



6.1 Special Conditions

Where a pre-existing medical condition has been declared at the time of application to the Accommodation Team which may affect the tenancy agreement, this may be taken into consideration on a case-by-case basis when applying for a tenancy cancellation, where information has not been provided at the time of application, the medical condition cannot be taken into consideration.

The notification of a medical condition does not automatically result in a cancelled tenancy upon the request, and consideration is taken in conjunction with the tenancy terms and contractual agreement.

6.2 Insurance

The resident will be required to confirm inclusive Insurance cover (provided by Endsleigh Insurance with your Tenancy Agreement) within 7 days of check in. Where a claim is required in line with cover it is the responsibility of the resident to contact the insurance company to proceed with the claim. Notification to the accommodation team should also be provided at this point.

Where the resident does not claim or notify the insurance company and fault is determined to be with the resident, Cloud Student Homes reserves the right to deduct from the deposit (and invoice where applicable) any expenses relating to the claim and remedial works required.

7. General Terms

This website is owned by Broadgate Residential Investments (BRI) trading as Cloud Homes, whose Registered Office is: The Old Fire Station, Salt Lane, Salisbury, SP1 1DU. Registered No: 07174778.

5.1 Except where expressly indicated, nothing on this website constitutes an offer to enter into legal relations, including but not limited to contractual obligations.

5.2 While Cloud Student Homes takes care and every precaution to ensure that the information contained on this website is accurate and up-to-date at the time of updating, which will be carried out from time to time as Cloud Student Homes sees fit, the information on this website is disclosed "as is" and without any warranty of any kind. Cloud Student Homes accepts no responsibility or liability for any loss or damage howsoever caused as a result of any information contained on this website.

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5.6 Please note that any personal information you provide may be used by Cloud Student Homes or our agents for the purpose of customer/client administration as defined by the Data Protection Regulations and GDPR. If you do not wish your personal information to be used for this purpose, please indicate this by ticking the appropriate box when submitting your details.



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5.8 This site is operated and controlled in the United Kingdom and is governed by English law. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

7. Legal Disclaimer

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6.6 All images and floor plans are indicative, and actual rooms, unless specified, may vary in layout.