

Application Booklet 2016/17

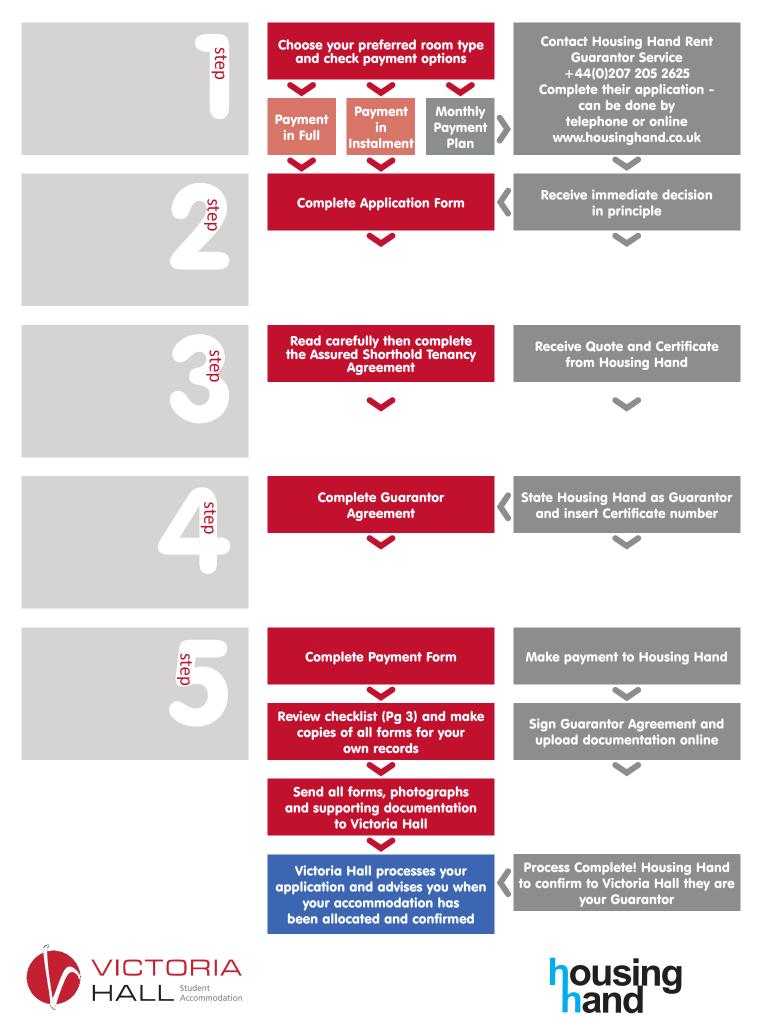
# BIRMINGHAM

Room prices | Application form | Payment form Tenancy agreement | Guarantor agreement





# Working in partnership with Housing Hand to provide a monthly payment.



2 | www.victoriahall.com

# Checklist

# To ensure your booking is processed please return this booklet with:

- Initial rental payment of £200.00 dated present day
- Post dated rental payments cheques (made payable to Victoria Hall Ltd) or completed credit/debit card instruction form
- Completed and signed Tenancy Agreement
- Two passport sized photographs with your name clearly written on the back
- Completed Guarantor Agreement accompanied by two true and accurate copies of the guarantor's proof of address and income
- Enclose Housing Hand Certificate if using Housing Hand as a guarantor for monthly payments
- Completed and signed Application Form

# **INCOMPLETE APPLICATIONS WILL BE RETURNED**



To secure your booking, please fully complete and return this application booklet to:

> Victoria Hall Ltd 17 Grange Road Selly Oak Birmingham B29 6BL

birmingham@victoriahall.com



www.victoriahall.com | 3

# Your Rates

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Victoria Hall is a purpose built modern complex situated in Selly Oak, just a few minute's walk from the University of Birmingham.

Students can choose from either a Silver or Gold bedroom, each with en-suite shower, toilet and wash hand basin. A fully equipped communal kitchen, including cooker, hob, microwave and fridge-freezer is provided, in addition to a comfortable lounge and dining area. Each flat comes complete with Freeview TV and direct dial telephone with up to 100 m/b broadband Internet access available in every bedroom. Door entry and intercom systems ensure students safety, with CCTV cameras lending additional support. A team of caretakers are present 24 hours a day, 7 days a week throughout the year. Post is sorted for collection in the on-site management office, where a friendly team of staff are always available to lend assistance.

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birmingham@victoriahall.com

# **Electricity**

Normal residential use of electricity is included within the Rent. The Landlord reserves the right to recharge the Tenant for non-residential, unreasonable or excessive use of such service.

## **Payments**

You must provide payment by one of the following methods, to be returned with your application form:

Cheque - Please provide cheques for your rent post-dated with the due dates stated in the table, made payable to Victoria Hall Ltd. (Any cheques that are returned from Victoria Hall's bank unpaid will be subject to a £30.00 administration charge payable immediately).

Credit/Debit Card - Please complete the attached credit/debit card instruction for automatic payment of rent from your credit/ debit card account. Payments which are not received in full on the due date will be subject to a daily interest charge on the outstanding amount which is calculated at 4% above the base rate of Lloyds Bank plc.

## **International Students**

All non-UK students are normally required to pay the rent in full on booking. Please include this payment when making your booking.

We are now able to offer a monthly payment option utilising the Housing Hand Guarantor scheme.

## Internet

Up to 100 M/b broadband internet is provided in each room, up to 14mb wifi is available throughout.

# Guarantor

A guarantor is required to observe or perform the applicant's tenancy obligations. The attached guarantor form needs to be completed by the guarantor, witnessed by an independent adult and returned to Victoria Hall Ltd along with two true and accurate documents confirming the guarantor's UK residence (Passport, Utility Bill, Bank Statement or Driving Licence), and full time employment, or retired and in receipt of a private pension.

## **Contents Insurance**

Contents insurance is included within the rent for each of our students. Full details of this policy can be found at www.endsleigh.co.uk/ reviewcover

# **Telephone System**

A direct dial telephone is provided free of charge in each flat hallway and residents are provided with an individual PIN via ASK4. Call credit is purchased in advance and calls are charged on a pay-as-you-go basis.

# **Car Parking**

There are a limited number of car park spaces available to residents at a charge of £450 for the length of the contract. Spaces are allocated on a first come first served basis.

## Smoking

Smoking is not permitted in any areas within Victoria Hall including bedrooms, lounges and courtyard areas.

# Victoria Hall Birmingham ("Hall") Cancellation Policy

In this cancellation policy the following defined words shall apply  $% \left( {{{\left[ {{{\left[ {{{c_{{\rm{m}}}}} \right]}} \right]}_{\rm{max}}}} \right)$ 

- Room: the room in the Hall which you have entered into an agreement with us to let
- We, us, our Victoria Hall Limited, who is the landlord of the Hall
- You or your the person who agrees to let a room at the Hall from us

You may cancel the tenancy agreement that you have entered into with us by giving us written notice of your intention to cancel on the following basis:

- (a) If your notice of cancellation is received by us in writing within 24 hours after you have submitted an application form and the period of the tenancy has not commenced, we will make no charge and the initial rental payment of £200 will be refunded in full; or
- (b) If your notice of cancellation is received within 14 days after you have submitted your application form, where (a) does not apply, and the period of the tenancy has not commenced, you may cancel your booking by writing to us provided that we will be entitled to retain the total initial rental payment of £200; or
- (c) If your notice of cancellation is received after 14 days you have submitted your application form and the period of the tenancy has not commenced, we will not accept a cancellation/surrender of your tenancy

agreement for the Room until a replacement tenant is found for the Room. We shall endeavour to re-let the Room however cannot guarantee that we will be able to do so. You will remain liable to pay the rent for the Room and all other charges and costs under your tenancy agreement for the period to the date that a replacement tenancy for the Room commences. We reserve the right to charge you a fee in the sum of £100 as a contribution towards our administration costs incurred in dealing with the surrender of the tenancy agreement and the sourcing of a new tenant.

If a replacement tenant is found for the Room we will release you from your tenancy agreement with effect from the date that the new tenancy agreement for the Room begins.

In the event you fail to honour your contractual obligations in relation to the payment of rent on the due dates before occupation of the Room, we may cancel your tenancy agreement by giving you notice in writing of cancellation; in the circumstances we will not repay any advanced payments made by you to us.

In the event that we cancel the tenancy agreement at any time before occupation of the Room by you, we shall give you as much advanced written notice as we can in the circumstances and will repay the initial rental payment to you and any other fees that we have taken from you in connection with the tenancy.

Rent Per Week	Number of Weeks	Full Year Payment	Two Instalments (Only available with UK guarantor)	Monthly Payment Plan (Via Housing Hand Guarantor Scheme only)
<b>£135.50</b> (Silver Room)	44	<b>£5,962.00</b> £200 due upon booking £5,762.00 Due 1st August 2016	£200 Due upon booking 1st £2,916.50 due 1st August 2016 2nd £2,845.50 due on 13th January 2017	$\begin{array}{c} \pounds 200 \ \text{due upon booking} \\ \text{Balance due monthly 1st payment of} \\ \hline \pounds 748.50 \ \text{on } 1/08/2016 \\ \text{2nd Payment of } \pounds 677.50 \ (1/09/2016) \\ \pounds 542.00 \ (\text{from } 01/10/16 \ \text{for } 8 \\ \text{consecutive months up to and} \\  \text{including } 01/05/17) \end{array}$
<b>£139.50</b> (Gold Room)	44	<b>£6,138.00</b> £200 due upon booking £5,938.00 Due 1st August 2016	£200 Due upon booking 1st £3,008.50 due 1st August 2016 2nd £2,929.50 due on 13th January 2017	£200 due upon booking Balance due monthly 1st payment of <b>£776.50</b> on 1/08/2016 2nd Payment of £697.50 (1/09/2016) £558.00 (from 01/10/16 for 8 consecutive months up to and including 01/05/17
<b>£154.00</b> (2 Bedroom Flat)	44	<b>£6,776.00</b> £200 due upon booking £6,576.00 Due 1st August 2016	£200 Due upon booking 1st £3,342.00due 1st August 2016 2nd £3,234.00 due on 13th January 2017	£200 due upon booking Balance due monthly 1st payment of <b>£878.00</b> on 1/08/2016 2nd Payment of £770.00 (1/09/2016) £616.00 (from 01/10/16 for 8 consecutive months up to and including 01/05/17
<b>£125.50</b> (Silver Room)	51	<b>£6,400.50</b> £200 due upon booking £6,200.50 Due 1st August 2016	£200 Due upon booking 1st £3,188.50 due 1st August 2016 2nd £3,012.00 due on 13th January 2017	£200 due upon booking Balance due monthly 1st payment of <b>£678.50</b> on 01/08/2016 £627.50 (from 01/09/16 for 8 consecutive months up to and including 01/04/17 Final payment of £502.00 on 01/05/2017
<b>£129.50</b> (Gold Room)	51	<b>£6,604.50</b> £200 due upon booking £6,404.50 Due 1st August 2016	£200 Due upon booking 1st £3,296.00 due 1st August 2016 2nd £3,108.00 due on 13th January 2017	£200 due upon booking Balance due monthly 1st payment of <b>£706.50</b> on 01/08/2016 £647.50 (from 01/09/16 for 8 consecutive months up to and including 01/04/17 Final payment of £518.00 on 01/05/2017
<b>£144.00</b> (2 Bedroom Flat)	51	<b>£7,344.00</b> £200 due upon booking £7,144.00 Due 1st August 2016	£200 Due upon booking 1st £3,688.00 due 1st August 2016 2nd £3,456.00 due on 13th January 2017	£200 due upon booking Balance due monthly 1st payment of <b>£808.00</b> on 01/08/2016 £720.00 (from 01/09/16 for 8 consecutive months up to and including 01/04/17 Final payment of £576.00 on 01/05/2017

PLEASE NOTE: Monthly guarantor option only via Housing Hand Guarantor Scheme.



CONTACT Housing Hand +44(0)207 205 2625 or go to www.housinghand.co.uk and register online.



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# WARNING:

This application pack gives details of the cancellation charges which may be deducted from the initial rental payment if you cancel your application. Do not sign or send this application form until you have read the information on the cancellation policy (pg5) and are sure that you agree to them. If you need further information on cancellation charges, visit our website: www.victoriahall.com or telephone 0121 256 7000. Your booking is for a place at Victoria Hall Birmingham and Victoria Hall Ltd gives no guarantee on room type, location within Victoria Hall Birmingham or the profile of fellow residents. Victoria Hall's decision on room allocation is final and if you cancel your booking because you would have preferred a different room, the relevant cancellation charge will still apply.

# Application Form 2016-17

First name															
Surname															
Home address															
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						Ро	st Cod	е							
Current address															
										Рс	ost Code	!			
Date of birth	/	/	/			Ma	ale o	r Ferr	ale		Μ		F		
Nationality															
Home phone															
Mobile phone															
Email address															
Medical conditions	Do you h	ave any	medica	al condi	itions	that you w	vant to	make	us aware c	of? If so please	e state b	elow:			
How did you hear about Victoria Hall?															
Room type preferred	Silver				Gold	1			Two bed	flat per room					
Flat type preferred	Male				Fem	ale			Mixed						
Which university or college?	Which Ur	niversity	/Colle	ge do yo	ou atte	end?									
Which courses?	Which co	urse are	e you st	tudying	?										
Year of study in Septem- ber 2016	1st		2nd			3rd		4th		Post grad					
Student ID number				'						·					
Group applications Please state full names	1. 2.														
of all residents	3.					4.	4.								
	5. 6.														
Victoria Hall reserves the right to refus	se any appl	ication	for acc	ommo	dation										
Signed	Signature	!													
	Print name														
	Date														

By submitting your details above, you are indicating your consent to receive information regarding Victoria Hall via SMS, email and other social media methods unless you have ticked the box to indicate your objection to receiving this information.

# Assured Shorthold Tenancy Agreement

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To secure your booking, please fully complete and return this application booklet to:

> Victoria Hall Ltd 17 Grange Road Selly Oak Birmingham B29 6BL

birmingham@victoriahall.com

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## BETWEEN:

Victoria Hall Ltd ("the landlord") care of Victoria Hall Management Limited (company number 07970795) 17 Grange Road, Selly Oak, Birmingham, B29 6BL.

and			
("the Tenant") of			
(insert home address of student)			

## 1. PREMISES

The Landlord agrees to let and the Tenant agrees to take a tenancy of a room ("the Room") within a flat ("the Flat") (as applicable) within Victoria Hall, 17 Grange Road, Selly Oak, Birmingham, B29 6BL together with the right (where applicable) to use in common with all other persons authorised by the Landlord any common facilities within the Flat for a term commencing on 10th September 2016 and expiring at 12 noon on 14th July 2017 for 44 week contracts, or at 12 noon on 1st September 2017 for 50 week contracts ("the Contractual Term").

## 2. THE RENT AND OUTGOINGS

2.1 The Tenant shall pay to the Landlord the Rent for the Contractual Term and such Rent shall include:

Normal residential use of electricity is included within the Rent. The Landlord reserves the right to recharge the Tenant for non-residential, unreasonable or excessive use of such service.

- 2.2 The initial payment of £200 is payable on the signing of this Agreement and this will be deducted from the total payment of Rent (as appropriate) due in accordance with clause 2.3 and:
  - (a) where a Room is let, if the Tenant's Share of the electricity charges during the tenancy is determined as unreasonable or excessive (or such lesser amount pro rata where the Contractual Term is less than one academic year), to pay to the Landlord a fair and reasonable proportion as determined by the Landlord of all further electricity charges incurred by the Flat upon receiving a written demand from the Landlord; or
- 2.3 The Rent is payable:
- 2.3.1 in advance, (provided that the guarantor as identified in the Guarantor Agreement and annexed to this Agreement (the "Guarantor") is a UK resident) either in one lump sum payable on the 1st of August or by two instalments, payable as follows: the first is payable on 1st August 2016 and the second is payable on 13th January 2017 provided further that if such the first instalment is not paid on the date that it falls due , then the remaining instalment'(s) shall be payable forthwith; or
- 2.3.2 or if the tenant has no Guarantor resident in the UK by one lump sum due on the signing of this Agreement
- 2.3.3 or (provided that the Tenant signs up to Housing Hand Guarantor Services) by monthly instalments due on the 1st of each month payable in advance commencing on 1st August 2016.
- 2.4 The Tenant agrees:-
  - (a) to pay the Rent in advance on the due dates by bankers order, debit card or credit card (including an additional 2% credit card charge) to any bank account that the Landlord may from time to time nominate; and
  - (b) to pay interest on the unpaid amount of any sum due to the Landlord which is not received on the due date for the period beginning on the due date until the date it is received in cleared funds
- 2.5 interest under clause 2.4 is 4% above the base rate of Lloyds Bank and is calculated on a daily basis
- 2.6 The Tenant shall pay for a television licence for the Room (as applicable) if such a licence is required.
- 2.7 The Tenant shall comply with all laws and recommendations of any relevant suppliers relating to the use of any services and utilities
- 2.8 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off the Tenant shall pay the costs associated with reconnecting or resuming those services

## 3. USE OF THE PROPERTY

The Tenant agrees with the Landlord as follows:-

Post Code

- 3.1 to use the Room (as applicable) only as a single private residence for occupation by the Tenant personally and not to allow visitors to remain in the Room or in the Flat (as applicable) overnight unless the Tenant has registered the visitor at reception and obtained the Landlord's consent to the visitor remaining in the Room or the Flat (as applicable) overnight such consent not to be unreasonably withheld or delayed provided that no overcrowding occurs and (where applicable) the other occupiers of the Flat do not raise any objection
- 3.2 The Tenant shall not:
- 3.2.1 use the Room Flat or Building for the purposes of conducting a business
- 3.2.2 keep any pets or other animals on or in the Room Flat or Building without the prior written consent of the Landlord (such consent not to be unreasonably withheld)
- 3.2.3 play or use any musical instrument or television radio or other means of reproducing sound so that the sound is audible outside the Room Flat or Building
- 3.2.4 connect to the telephone line the internet or any other systems
- 3.2.5 store bicycles in the Room Flat or Building but to store any bicycle in the designated bicycle areas of the Building only and in the event of the Landlord removing any bicycle stored in breach of this clause to pay to the Landlord within 7 days of written demand £25 before the release of the bicycle to the Tenant
- 3.2.6 store or keep or use any unlawful substance or materials in the Room Flat or Building at any time and to report to the Landlord or any of its employees the presence of any such unlawful substance or materials
- 3.2.7 keep store or use in the Room Flat or Building any inflammable or dangerous articles, any lighted candles electronic cigarettes incense sticks shisha pipes naked flame appliances portable heater lamp or other portable apparatus fed by paraffin or liquid gas and to comply with all of the Landlord's requirements relating to fire safety as set out in the Fire Safety Agreement which is available for inspection at the relevant onsite management reception
- 3.2.8 keep or use in the Room Flat or Building any electrical heating and/or electrical cooking equipment and/or multiway adaptors;
- 3.2.9 bring into or keep in the Room Flat or Building any other electrical items ("the Items") unless the Tenant has first produced by prior appointment the Items to the Landlord's officer in the relevant onsite management reception for Portable Appliance Testing ("PAT") and thereafter obtained the approval of the Landlord to the keeping and using of the Items in the Room or the Flat or , ( as applicable) which approval will be given if the Items are in good safe working order and meet the PAT requirements
- 3.2.10 expose or allow to be hung any laundry washing or other items so as to be visible from outside of the Room Flat or Building and not to dry clothes on the storage heaters
- 3.2.11 glue stick nail tack screw fix or fasten (whether with Blue-Tack or similar materials) anything whatsoever to the interior or the exterior of the Room Flat or Building
- 3.2.12 smoke (including electronic cigarettes) or use non-prescription drugs within the Room Flat or Building
- 3.2.13 part with the keys or access card to the Room Flat or Building and to report immediately any loss of the same to the Landlord and to pay to the Landlord before the Landlord issues any replacements the sum of £20 for each replacement key and £15 for each replacement access card (and if a key or access card is found and returned by the student after a replacement has been issued and the cost charged, the refund of the cost is at the Landlord's discretion and in any event an administrative fee may be charged.)
- 3.2.14 damage or force or in any way misuse any locks in the Room Flat or Building and in the event of default to pay to the Landlord on demand all reasonable costs (including an additional administration charge) reasonably incurred by the Landlord in replacing the same and/or making good all damage caused

- 3.2.15 connect to or trail wires from the telephone apparatus and/or any television in the Room Flat or Building to protect the health and safety of the Tenant and (where applicable) the occupiers of the Building
- 3.2.16 tamper with any fire safety equipment in the Room Flat or Building including without limitation fire extinguishers, smoke alarms, emergency exit signs and break glass alarm points
- 3.2.17 cause a nuisance annoyance or interference or threaten or abuse any other residents in the Building any employees servants or agents of the Landlord or the owners and occupiers of neighbouring, adjoining or adjacent property or the owners of occupiers of them;
- 3.2.18 do anything that has the effect of invalidating the insurance that the Landlord has taken out in relation to the Building
- 3.2.19 involves using the Room or the Flat for immoral or illegal purposes
- 3.3 The Tenant agrees to:
- 3.3.1 open the windows in the Room or the to the tilt position for at least 30 minutes each day (provided that the Tenant is in occupation) to ventilate the Room or and not to open the windows in the Room beyond the tilt position save in emergencies.
- 3.3.2 always to use the extractor fan in the bathroom when using the bathroom and not to disable the extractor fan except for safety reasons in an emergency
- 3.3.3 Use best endeavours to ensure that the Tenant's visitors comply with the Tenant's obligations under this Agreement while present in the Room Flat or the Building
- 3.3.4 Comply with additional obligations or restrictions set out in any management scheme or other regulations reasonably required by the Landlord which may be notified to the Tenant in writing from time to time.
- 3.4 Unless otherwise expressly provided, the obligations and liabilities of the Tenant under this agreement are joint and several. This means that where, there is more than one tenant of the Flat or the Building the Tenant will be liable for all sums due under the agreement, not just liable for a proportionate part.

## 4. ASSIGNMENT OR SUBLETTING

Not to assign underlet or otherwise part with or share possession of the Room (as applicable)

## 5. REPAIRS AND ALTERATIONS

## 5.1 The tenant agrees:-

- 5.1.1 to keep the Room Flat and Building, fixtures and fittings, doors and glass in the windows in good and tenantable repair and condition
- 5.1.2 to keep the contents as listed in the attached inventory ("the Contents") in at least as good repair and condition as they are now in (fair wear and tear excepted)
- 5.1.3 to make good all damage and undue wear to the Room Flat and the Contents and to keep the Room and the Flat and/or in a clean and tidy condition and to comply with the Landlord's policy relating to bedbugs (a copy of which can be inspected at the onsite management reception) failing which the Landlord may by not less than 24 hours written notice at its reasonable discretion instruct workmen and/or cleaners (as appropriate) to enter and repair and/or clean the Room and the Flat or (as applicable) the cost (which includes the Landlord's administration costs) of which will be payable by the Tenant on written demand from the Landlord
- 5.1.4 not to damage any part or parts of Building and to keep all communal parts of the Building clean and tidy and free from rubbish and in the event of default to pay to the Landlord on demand all costs properly and reasonably incurred by the Landlord (including all administration costs) in making good any damage or loss or costs incurred by the Landlord for cleaning or clearing and for the avoidance of doubt this obligation extends to default by the Tenant, their visitors and/or family
- 5.1.5 that the Landlord is not responsible for any loss or damage to personal belongings within the Room Flat or Building and acknowledges that the Landlord has no responsibility to the Tenant for any such items (save insofar as any such loss or damage is caused by the Landlord's negligent acts) and that it has advised the Tenant to take out its own insurance
- 5.1.6 not to make any alterations or add any fixtures or fittings to the Room Flat or Building and not to remove any of the Contents
- 5.1.7 to dispose of all refuse in accordance with the requirements of the Landlord as shall be notified from time to time to the Tenant
- 5.1.8 to allow the Landlord and its authorised agents and workmen to enter the Room Flat or upon not less than 24 hours' written notice or at any time in an emergency
- 5.1.9 to allow the Landlord and its authorised agents and workmen to enter the Room Flat or : -
  - (a) to inspect the condition at least once in every calendar month on the days advised to the Tenant prior to the date of this Agreement
  - (b) to carry out work the Tenant is liable for pursuant to clause 5.1.3 but has failed to carry out or to remedy work that the Tenant has carried out without consent
  - (c) to repair clean or alter the Room Flat or whether the Landlord is legally liable to carry out such work or not
- 5.2 The Tenant shall promptly replace and pay for all broken glass in the Room Flat or Building where the Tenant or the Tenant's family or visitors cause the breakage
- 5.3 The Tenant shall not cause any blockage to the drains, gutters and pipes at the Room Flat or Building but this requirement does not require the Tenant to carry out any works or repairs for which the Landlord is liable under this Agreement

## 6. PAYMENTS

- 6.1 The Tenant agrees to pay to the Landlord on demand:
- 6.1.1 £30 on each and every occasion when any payment by bank transfer or by credit or debit card does not reach the Landlord
- 6.1.2 £20 on each and every occasion that the Landlord properly and reasonably writes to the Tenant in relation to any breach of the terms of this Agreement
- 6.2 Save for payments under clause 6.1 not to make any payments to the Landlord in cash

## 7. EXPIRY OF THE TENANCY

- 7.1 On the expiry of the Tenancy (howsoever determined) the Tenant shall return the Room Flat in good and tenantable repair and condition free from damage and clean and the Contents to the Landlord in the condition required by this Agreement and further to deliver up the keys and access card to the Landlord and to remove all personal effects and belongings from the Room Flat or Building by no later than 12 noon on the relevant tenancy termination date. (provided that if a key or access card is not returned by that deadline then the charges referred to in clause 3.2.13 will apply.)
- 7.2 The Tenant shall remove all personal possessions from the Room Flat or Building once the Tenancy has ended. If any of the Tenant's personal possessions are left in the Room Flat or Building after the Tenancy has ended the Tenant will be responsible for meeting all reasonable removal and storage costs. The Landlord will remove and store the possessions for a maximum of two weeks. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within two weeks the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds
- 7.3 The Landlord has the right to recover possession of the Property if:
- 7.3.1 the Contractual Term has expired;
- 7.3.2 the Landlord has given two month's notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- 7.3.3 at least 6 months have passed since the date of this Agreement
- 7.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end

## 8. CONFIRMATION OF IDENTITY

- 8.1 within 5 business days of the Tenant taking occupation of the Room the Tenant must provide to the Landlord or such person nominated by the Landlord and notified to the Tenant:
  - (a) either
  - (i) a letter from their University confirming that they are a student in full time education and the name, start and end dates of their course; or
  - (ii) a valid and current student identity card with a start and an expiry date; and
  - (b) a form of photo identification being either a student identity card referred to in paragraph (a)(ii) above provided it contains a photo or a current passport or driving licence.

## 9. COSTS

The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the Contractual Term) in connection with or in contemplation of the enforcement of the Tenant's obligations of this Agreement, including (but without limitation to) failing to pay the Landlord on demand for: 9.1 any Rent

- 9.2 any cleaning required by the Landlord under this Agreement ; and
- 9.3 any damage to the Room or the Flat or the or the Building or the Contents

## 10. DEFAULT BY THE TENANT

- 10.1 The Landlord reserves the right to re-enter the Room if:-
  - the Rent or any part of it is unpaid for fourteen days after it is due whether formally demanded or not;
  - (b) there is a breach of any of the Tenant's obligations under this Agreement;
  - (c) the Tenant is declared bankrupt under the Insolvency Act 1986; or
  - (d) any of the Grounds 2,8,10-15 and 17 as set out in Schedule 2 of the Housing Act 1988 apply
- 10.2 If the Landlord re-enters the Room pursuant to this clause 10 then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant will remain in force.
- 10.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

## 11. SURRENDER

If the Landlord accepts a surrender of the tenancy before the expiry of the Contractual Term then the Tenant shall pay to the Landlord the sum of £100 on the day the tenancy is surrendered as a contribution towards the Landlord's administration costs.

#### NATIONAL CODE OF STANDARDS 12.

The Landlord agrees with the Tenant to comply with the ANUK National Code of Standards and to provide a copy of the Code if requested by the Tenant.

#### DATA PROTECTION 13.

- The parties hereto shall comply with their respective obligations under the Data 13.1 Protection Act 1998 (including any amendments from time to time) ("the Act")
- 13.2 The parties agree to be bound by the Data Protection Policy Statement set out below as amended and updated from time to time by the Landlord in compliance with the  $\ensuremath{\mathsf{Act}}$

#### NOTICES 14.

- 14 1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
  - Sent by first class post the Landlord's address at 17 Grange Road, Selly Oak, (a) Birmingham, B29 6BL or any replacement address subsequently notified in writing by the Landlord to the Tenant: or
  - (b) Left at the Landlord's address as detailed above at clause 14.1(a)
- 14 2 Any notice to the Tenant sent under or in connection with this Agreement shall be deemed to have been properly served if:
  - Sent by first class post the Tenant's address at 17 Grange Road, Selly Oak, (a) Birmingham, B29 6BL or any replacement address subsequently notified in writing by the Landlord to the Tenant; or

- Left at the Landlord's address as detailed above at clause 14.1(a) (b)
- during the currency of the tenancy shall be valid if delivered to the Room or (as (c) applicable)
- 14.3 If notice is given in accordance with this Agreement it shall be deemed to have been received:
  - (a) if delivered by hand, at the time the notice is left at the proper address:
  - (b) if sent by first class post on the second working day after posting.
- 14.4 The Landlord may without further authorisation from the Tenant send copies of any letters or other written communication from the Landlord to the Tenant's parents, guardian or the Guarantor

#### 15. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be covered by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated below.

(1) Signed on behalf of the Landlord

(2) Signed by the Tenant (student should sign here)

Date

### DATA PROTECTION POLICY STATEMENT

In signing the Agreement the Tenant provides his/her consent that the Landlord may disclose information in relation to the Tenant's occupation pursuant to this Agreement in the following circumstances and/or to the following people

- to the Tenant's university or college and/or parent/guardian where a breach of this Agreement has occurred in order to assist with the smooth 1. running of Victoria Hall and to minimise any distress or inconvenience to the Tenant or otherwise from incidents of neighbourhood nuisance. Details of the information to be disclosed are available on written request from the Hall Manager, Victoria Hall, Birmingham 2
  - to any member of the Landlords' group of companies (which means its subsidiaries, its ultimate holding company and its subsidiaries),
- to third parties in the event that the Landlord sells or buys any business or assets, in which case the Landlord may disclose personal data it 3. holds to the prospective seller or buyer of such business or assets. If the Landlord's assets (or a substantial proportion of them) are acquired by a third party, then personal data it hold's will be one of the transferred assets.
- if the Landlord is under a duty to disclose or share the Tenants' personal data in order to comply with any legal obligation, or in order to 4. enforce or apply any contract with the data subject or other agreements; or to protect the Landlord's rights, property, or safety of its employees, tenants, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

The Landlord will, in disclosing such information, ensure that there is no infringement of the Tenant's rights under the Act including (without limitation) the data protection principles set out in Schedule 1 of the Act. The Act gives the Tenant the right to access information held about him/her this right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet the Landlord's costs in providing details of the information it hold about you.

[Victoria Hall, 17 Grange Road, Selly Oak, Birmingham, B29 6BL is owned by BS Student Housing Nominee 1 Limited and BS Student Housing Nominee 2 Limited ("the Landlord"). It is operated by Victoria Hall Management (UK) Limited c/o 17 Grange Road, Selly Oak, Birmingham, B29 GBL

Please note that all students must have a UK guarantor and can pay their rent either by instalments or for the whole year in advance when making the booking. Students without a UK guarantor must pay their rent for the full year in advance when booking or sign up to housing hand guarantor services. This is a legally binding agreement and the guarantor should read it carefully before signing and thereby agreeing to be bound by its terms.





# housing hand

## THE HOUSING HAND GUARANTOR SCHEME FOR UK OR INTERNATIONAL STUDENTS PAYING MONTHLY

If you wish to pay Monthly you MUST use Housing Hand as your Guarantor. Contact them on +44(0)207 205 2625

Under Guarantors Name simply state Housing Hand No other parts of the Guarantor Form are then required.

CERT NO.

Insert your Housing Hand Certificate Number here

# This agreement dated

## BETWEEN:

Victoria Hall Ltd ("the landlord") care of Victoria Hall Management Limited (company number 07970795) 17 Grange Road, Selly Oak, Birmingham, B29 6BL.

and

(insert full name of Guarantor in CAPITALS)

("the Guarantor") of

(insert address of Guarantor)

and is in consideration of the Landlord granting to the Tenant the Tenancy Agreement.

Post Code

## 1. DEFINITIONS

1.1 In this Agreement the following expressions shall have the following meanings:

Tenant means



(insert student's full name in capitals)

Tenancy Agreement means the shorthold tenancy agreement

Dated		

## made between (1) The Landlord and (2) the Tenant

1.2 In addition to the definitions referred to in clause 1.1, the definitions applicable to the Tenancy Agreement apply to this Agreement.

## 2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the rents reserved by the Tenancy Agreement and observe and perform the Tenant's obligations of the Tenancy Agreement and if the Tenant fails to pay any of those rents and/or fails to observe or perform any of the Tenant's obligations, the Guarantor shall pay or observe and perform them.
- 2.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay any of the rents reserved by the Tenancy Agreement and any failure to observe or perform any of the Tenant's obligations under the Tenancy Agreement.

### 3. GUARANTOR'S LIABILITY 3.1 The liability of the Guarant

- The liability of the Guarantor under paragraphs 2.1 and 2.2 shall continue until the end of the Contractual Term or until the Tenant is released from the Tenant's obligations under the Tenancy Agreement by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.
- 3.2 The liability of the Guarantor shall not be affected by:
  - (a) any time or indulgence granted by the Landlord to the Tenant; or
    - (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the Tenant's obligations under the Tenancy Agreement or in making any demand in respect of any of them; or
    - (c) any refusal by the Landlord to accept any rent or other payment due under the Tenancy Agreement where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the premises let to the Tenant; or
  - (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by the Tenancy Agreement or to observe or perform the Tenant's obligations under the Tenancy Agreement
- 3.3 If the Guarantor is more than one person, the liability of each of the persons making up the Guarantor is joint and several.
- 3.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.
- 3.5 By signing this Agreement, the Guarantor hereby confirms that he/she is:
  - (a) resident in the United Kingdom; and
  - (b) in paid full-time employment: or
  - (c) retired and in receipt of a private pension

## 4. NOTICES

Any notices to be served on the Guarantor during or after the currency of this Agreement shall be valid if posted or delivered to the home address of the Guarantor as stated at the top of the first page of this Agreement (or any replacement address subsequently notified in writing to the Landlord by the Guarantor). Any notices to be served on the Landlord during or after the currency of this Agreement shall be valid if posted or delivered to the address of the Landlord as stated at the top of the first page of this Agreement (or any replacement (or any replacement address subsequently notified in writing be valid if posted or delivered to the address of the Landlord as stated at the top of the first page of this Agreement (or any replacement address subsequently notified in writing by the Landlord to the Guarantor). In either case service shall be deemed to have been effected on the day of delivery or (in the case of posting) 2 working days after the date of posting.

# **Guarantor Agreement 2016-17**

Please note that the guarantor must sign this agreement below in the presence of an independent adult witness (not a member of the guarantor's family nor someone residing under the same address). If anyone other than the guarantor signs this agreement, or forges the guarantor's signature, this is a criminal offence and will be reported to the police.

# To Be Completed By The Guarantor:

Name	
Signature	

# To Be Completed By The Independent Witness:

In the presence of	
Signature	
Current address	
	Post Code

# To Be Completed By Victoria Hall Limited

Signature	HALL MANAGER

For and on behalf of VICTORIA HALL LIMITED

# **Guarantor Information**

Name	
Current address	
	Post Code
Telephone	Mobile
Time at address	/ Relationship to student

# **Proof Of Residence**

You must have at least two true and accurate copies of the following. (please tick)

Utility bill     Bank statement     Driving licence     Passport		
--	--	--

Dated within the last three months.

(These copy documents and the originals of those referred to in A, B and C below will not be returned)

# **Guarantor Agreement 2016-17**

Now please complete which ever of the following boxes applies to you: either A, B or C below:

# **Guarantor Information**

(By providing these details you consent to us contacting your employer for verification of your employment)

A. If you are employed full time:	:			
Employer name				
Employer current address				
		 	Post Co	de
Telephone		Mobile		
HR/Personnel contact name				

# **Proof of Employment**

What proof of employment are you sending? (you must select at least 1):

Payslip	Letter from employer
(dated within the last three months)	(on employer headed notepaper confirming you have full-time work)

# B. If you are self employed:

Business/Trading name		
Address		
		Post Code
Telephone	Mobile	

# **Proof of Employment**

What proof of self employment are you sending? (you must select at least 1):

End of year accounts	Letter from accountant
(for the latest year end)	(confirming you are self employed and the accountant does not know of any reason whereby you would not be able to pay the Rent under the Tenancy Agreement if necessary)

# C. If you are retired:

What proof of private pension income are you sending?

Bank statement

Letter from pension fund

(confirming you receive a private pension)







To secure your booking, please fully complete and return this application booklet to:

> Victoria Hall Ltd 17 Grange Road Selly Oak Birmingham B29 6BL

birmingham@victoriahall.com

# Payment Form 2016-17

Name of stud	ent																		
Name on card	ł																		
VISA [	Mastercard	Ma	estro	)		De	ta		Oth	ner									
PLEASE NOTE we ca	annot accept American Expre	ss or Ele	ctron. I	f payir	ng by Cr	edit Ca	rd, a 2%	charge	e will be	e adde	d.								
Card number																			
Security code			Issue no Exp date							Valid from									
Room Full Year Payment type			Ticl Her		Instalment Plan Tick (only available with Here UK guarantor)							Monthly Payment plan (Via Housing Hand Guarantor Scheme only)							
Silver Ensuite Room 44 weeks from 10/09/2016	£200 Due upon Booki £5,762.00 Due on 1st Augu	-		1.	200 Due upon booking £2,916.50 Due on 1st August 2016 £2,845.50 Due on 13th January 2017							£200 due upon booking Balance due monthly 1st payment of £748.50 (1/08/2016) 2nd Payment of £677.50 (1/09/2016) £542.00 (from 01/10/16 for 8 consecutive months up to and including 01/05/17)							
Gold Ensuite Room 44 weeks from 10/09/2016	£5,938.00 Due on 1st August 2016				£200 Due upon booking 1. £3,008.50 Due on 1st August 2016 2. £2,929.50 Due on 13th January 2017							£200 due upon booking Balance due monthly 1st payment of £776.50 (1/08/2016) 2nd Payment of £697.50 (1/09/2016) £558.00 (from 01/10/16 for 8 consecutive months up to and including 01/05/17)							
2 Bedroom Flat (per room) 44 weeks from 10/09/2016	£6,576.00 Due on 1st August 2016			1.	£200 Due upon booking 1. £3,342.00 Due on 1st August 2016 2. £3,234.00 Due on 13th January 2017						£200 due upon booking Balance due monthly 1st payment of £878.00 (1/08/2016) 2nd Payment of £770.00 (1/09/2016) £616.00 (from 01/10/16 for 8 consecutive months up to and including 01/05/17)								
Silver Ensuite Room 51 weeks from 10/09/2016	£200 Due upon Booki £6,200.50 Due on 1st Augu	0		£2 1.	Only available with UK guarantor £200 Due upon booking 1. £3,188.50 Due on 1st August 2016 2. £3,012.00 Due on 13th January 2017					£200 due upon booking Balance due monthly 1st payment of £678.50 on 01/08/2016 £627.50 (from 01/09/16 for 8 consecutive months up to and including 01/04/17 Final payment of £502.00 on 01/05/2017)									
Gold Ensuite Room 51 weeks from 10/09/2016	£200 Due upon Booki £6,404.50 Due on 1st Augu	-		1.	200 Due upon booking £3,296.00 Due on 1st August 2016 £3,108.00 Due on 13th January 2017					7		£200 due upon booking Balance due monthly 1st payment of £706.50 on 01/08/2016 £647.50 (from 01/09/16 for 8 consecutive months up to and including 01/04/17 Final payment of £518.00 on 01/05/2017)							
2 Bedroom Flat (per room) 51 weeks from 10/09/2016	£200 Due upon Booki £7,144.00 Due on 1st Augu	-		1.	2. £3,456.00 Due on 13th January 2017 f					c £7 cor	£200 due upon booking Balance due monthly 1st payment of £808.00 on 01/08/2016 £720.00 (from 01/09/16 for 8 consecutive months up to and including 01/04/17 Final payment of £576.00 on 01/05/2017)								
Insert Housin	Insert Housing Hand Policy Number if applicable																		
Would you like to pay in your Billing Currency? YES NO																			

# **Declaration**

I give permission for the above amounts to be debited from my account, the initial payment being Due upon booking. Full year payments are due on 1st August 2016. Instalment payments are due on 1st August 2016 and on 13th January 2017. Monthly Instalments are due on the 1st of each month from 1st August 2016 until 1st May 2017. If any instalment is not paid on the due date then the remaining instalments shall be payable forthwith.

Card holder's name								
Card holder's signature								
Card holder's billing address								
				Post Code				
Card holder's telephone no			Date	/	/			
Make your payment directly into our bank acco	ount by bank transfer.							
BACS payment details	Victoria Hall Ltd (Birmingha	am)						
Bank	Nat West Bank	Branch sort co	de	56-00-27				
Account number	26670690							
IBAN/Swift code	GB74NWBK560027266706	90 NWBKGE	32L					

For bank transfer: Please use your full name and room number as reference and send proof of payment to Victoria Hall once the transaction has been made.



Victoria Hall Ltd 17 Grange Road Selly Oak Birmingham B29 6BL

www.victoriahall.com birmingham@victoriahall.com

T: +44 (0)121 256 7000



Welcome to Victoria Hall Birmingham. Follow us on:

f

/BirminghamVictoriaHall @VictoriaHalls

to get our updates





