University of Sussex Rent Guarantor Terms and Conditions

1. Scheme Description.

The main features of the Scheme are:

- The University of Sussex ("University") shall run the Rent Guarantor Scheme ("Scheme") in accordance with these Terms and Conditions ("Terms").
- The University shall act as a guarantor for up to 20 Sussex students in accordance with these Terms.
- Applications to participate in the Scheme are open from 11 February 2019 until 31 July 2019 ("Application Period"). Applications received outside of the Application Period will not be accepted. Places on the Scheme are offered on a first come first serviced basis, subject to the Eligibility Criteria (set out below) and these Terms.
- Any awarded funding will be fully integrated in the student’s University Sussex Direct account and be recoverable via the usual University debt chasing process Sussex Student Debt Recovery Policy [http://www.sussex.ac.uk/finance/documents/revised-student-debt-recovery-policy.pdf]
- The University will only guarantee a student’s rent under the Scheme to the extent it is able to enter into a guarantee agreement with the landlord (on terms acceptable to the University).
- The maximum amount the University will guarantee under the Scheme is £135 per week (£578.57 per month) of rent only, and does not guarantee bills. The University does not expect a normal rent to exceed £135 per week.
- Properties must be let from Sussex Student Union Lettings Agency, or Sussex Student Pad.
- Successful students will have to pay a fee of £50 in order for the University to guarantee their rent in accordance with these Terms.
- Any amounts paid by the University to the student’s landlord immediately becomes a debt of the student to the University and shall be due for payment by the student to the University immediately.

Eligibility Criteria:

In order to be eligible for the Scheme:

- A student must comply with the Application Process (set out below).
- As at the time a student makes an application, they must be a full-time registered undergraduate or postgraduate student, not in their first or final years of study. However, if the student is currently covered by the scheme then they are able to reapply, even if they are in their final year of study.
- A student must demonstrate in their application (to the University's satisfaction) that they are unable to find a UK based rent guarantor. Students who may be unable to find a UK based rent guarantor include (without limitation) overseas students, care leavers and students not linked to their family.
- A student must find a property for rent in Brighton & Hove or Lewes via an Assured Shorthold tenancy (such property being on the University's database of properties and being let by Sussex Student Union Lettings Agency or Sussex Student Pad).
• A student must have paid all amounts due to the University on time and must not be in debt to the University (excluding debts which are the subject of an agreed payment plan).
• A student must not have any record of inappropriate behaviour or have been the subject of a serious behaviour incident at the University, such as (without limitation) anti-social behaviour in university managed accommodation.
• A student must provide the University with evidence that they have adequate funding for living costs for the term of their proposed tenancy (see section 2 below for details of evidence required to meet this requirement).
• A student must provide a tenancy reference from their most recent accommodation provider/landlord/letting agent.
• A student must complete the Income and Expenditure form.
• The property selected by the student must not be (or have been) the subject of an investigation by local authority planning enforcement teams for any breach in planning or other regulatory requirements.
• The tenancy agreement proposed by the landlord must require a UK based guarantor.
• The rent per week payable under the tenancy agreement must not exceed £135 (£578.57 per month) excluding bills. If the rent payable under the tenancy agreement exceeds £135 per week, the student will not be accepted onto the Scheme. £135 per week equates to £7,020 for a full year which the University does not expect a normal rent to exceed.
• The tenancy agreement must be for a maximum term of 52 weeks.

If any of the above eligibility criteria is not met, the student will not be eligible for the Scheme.

Application Process

In order to submit an application for the Scheme, student applicants must follow the application process below.

1. Applicant views and finds a property on Sussex Student Pad or with Sussex Students Lettings Agency.
2. Applicant completes the online application form for the University to act as their guarantor, expressly agrees to these Terms by checking the appropriate box in the application form and submitting all required evidence detailed in the Student Checklist (set out below).
3. Applicant receives confirmation from the University that their application is complete.
4. Applicant receives decision as to whether the University will act as a guarantor as soon as possible and in any event within ten working days from submission.

Student Checklist:

- Photocopied and unsigned copy of tenancy agreement.
- Tenancy reference from most recent accommodation provider/landlord/letting agent.
- Completed and submitted application form.
- Completed Income and Expenditure form.
- Evidence of adequate funding for living costs for the year (see evidence required in section 2).
2. Evidence required to prove funding for living costs.

Applicants must provide at least one of the below to prove they have adequate funding for living costs in 2019/20.

Student Loans Company (or other funding agency) award letter
Applicants must provide a valid award letter for 2019/20 before September 2019. You must also provide with your application, an award letter for the 2018/19 academic year.

OR

Last three consecutive months of bank statements from all accounts held by the applicant
These must be from all your bank accounts, and all the bank accounts of at least one parent/guardian if you are receiving income from them. The accounts must demonstrate regular income or payments to yourself of at least £334 per month + monthly rent.

OR

Proof of earnings from work
Proof could be wages slips, contract of employment, annotated bank statements showing payments. You must demonstrate income of at least £334 per month + monthly rent.

Scholarship award letter
This must state it meets living expenses to a minimum of £334 per month + monthly rent, for the term of the tenancy agreement.

A combination of these could be allowed, providing the applicant’s total monthly income is at least £334 per month + monthly rent.

3. Terms and conditions.

Student responsibilities

Successful applicants ("Students") must expressly agree to these Terms by ticking the appropriate box in the application form. In addition Students must, and hereby agree to:

- Comply with these Terms in their entirety.
- In consideration of the University guaranteeing the Student’s rent in accordance with these Terms, pay a £50 fee to the University. This fee is non-refundable save where Students cancel the contract within the Cancellation Period (as defined below). On the date of the University's award letter (see below), the University will apply this fee as a debt to the Student's student account. By ticking the appropriate box in the application form indicating that the Student agrees to these Terms, the Student agrees to pay this fee to the University.
- Meet with a Student Life Centre Money Advisor within 14 days of their receipt of the University's award letter. An advisor will provide assistance with drawing up financial management planning techniques, and will provide advice on setting up payment plans with Student Accounts. If a Student fails to meet a Student Life Centre Money Advisor within 14 days of the Student’s receipt of the award letter, the University reserves the right to terminate the contract, and cease guaranteeing the Student’s rent, upon written notice to the Student.
- Provide Housing Services with a photocopied and unsigned copy of the proposed tenancy agreement.
- Sign the tenancy agreement disclosed to the University during the application process without amendment.
- Pay rent of the agreed amount at the agreed time(s) to the landlord/letting agent in accordance with the terms of the tenancy agreement.
- Inform Housing Services as early as possible if they believe they will not be able to meet a rent payment for any reason.
- Abide by the terms and conditions set out in signed tenancy agreement.
- If they intend to terminate their tenancy agreement, to inform Housing Services before doing so. Nothing in these Terms shall restrict the Student’s ability to terminate their tenancy agreement.
- Ensure that they remain a fully registered student of the University (it being acknowledged that if the Student stops being fully registered, such as (without limitation) if the Student permanently or temporarily withdraws, the University reserves the right to terminate the contract formed pursuant to these Terms and the guarantor agreement with the landlord (“Guarantor Agreement”).

**University responsibilities**

In consideration of the Student paying the University the £50 fee describe above, the University will:

- Send the Guarantor Agreement to the landlord/letting agent to sign.
- Send Students an award letter confirming that the University will act as their guarantor in accordance with these Terms. The contract between the Student and the University shall be formed upon the date of the University's award letter, provided that the landlord has signed the Guarantor Agreement. If the landlord does not sign the Guarantor Agreement, the contract between the Student and the University will never come into force.
- Subject at all times to the landlord having signed the Guarantor Agreement, the terms of the Guarantor Agreement and these Terms, act as a guarantor for the Student and if necessary pay rent of up to £135 of rent per week (£578.57 per month) on behalf of the Student if the Student does not make scheduled rent payment in accordance with the terms of the tenancy agreement. Any payments of rent made by the University to the landlord shall be made within 20 workings of the University's receipt of a valid written demand from the landlord.
- The University will, subject to earlier termination of the contract in accordance with these Terms, act as guarantor for the period beginning on the date the tenancy agreement becomes effective and ending on the earlier of: (i) the date falling 1 year after the commencement of the tenancy agreement; (ii) the date on which the Student ceases to be registered as a full-time student of the University; (iii) the date on which the Student has been outside of England for a period of 60 consecutive days; (iv) the date on which the Student dies or is otherwise incapacitated; and (v) the date of termination of the tenancy agreement (howsoever arising). Upon the occurrence of any of the aforementioned dates, the contract formed pursuant to these Terms shall automatically terminate.
- Not pay outstanding rent to the landlord where the Student disputes that the rent is payable and the University will not pay any such rent until the dispute surrounding such rent is resolved between the Student and the landlord.

In the event of the University making payment of a Student’s rent, the University is only liable to pay for the Student’s rent in accordance with these Terms and is not liable to pay for any of the
following:

- Interest on rent;
- Costs for loss or damage (including without limitation to property);
- Loss of profit or opportunity;
- Legal costs (including without limitation court fees);
- Costs associated with possession/eviction proceedings,

(together "Other Costs").

The Student acknowledges that all Other Costs incurred by the landlord shall be for the account of the Student and shall not be guaranteed by the University pursuant to these Terms.

Other Key Terms

- The contract between the Student and the University shall be formed upon the date of the University's award letter. As the contract between the Student and the University is made exclusively by means of distance communication, the Student may cancel the contract within fourteen (14) days of the date of the University's award letter (the "Cancellation Period"). In order to cancel the contract within the Cancellation Period, the Student should notify the University and may complete the cancellation form set out at Appendix 1 to give this notice. If the Student has made any payment to the University under these Terms prior to the date of cancellation (including the payment of any deposit), the University will provide the Student with a full refund of any such monies within 14 days of the Student cancelling the contract.
- If the Student is in arrears under their tenancy agreement, the landlord is to consult with the University and if requested by the University and it is lawful to do so, the landlord shall promptly serve a notice seeking possession of the property and to use all reasonable endeavours to terminate the tenancy agreement and secure possession of the property.
- Any amounts paid by the University to the Student's landlord pursuant to these Terms immediately becomes a debt of the Student to the University and shall be due for payment by the Student to the University immediately. Any monies paid to the landlord by the University will be applied onto the Student's account and the University reserves the right to pursue payment of this debt via its existing debt management and recovery process (see for more details) Sussex Student Debt Recovery Policy
- The Student may apply to agree a payment plan in respect of amounts owed to the University by visiting Student Accounts as soon as possible.
- The guarantee provided by the University pursuant to these Terms applies only in relation the rental liabilities of the Student and the University is not guaranteeing (and shall not be liable for) the rent of any other tenants who live with the Student.
- If a Student's tenancy agreement ends early for any reason, the University will assist the Student find alternative accommodation, in order to seek to ensure that the student does not become homeless.
Miscellaneous:

- If the Student enters into the contract with the University, the University will process the Student's personal data in accordance with the EU GDPR (and any replacement legislation) and the University's policy on data protection (as amended from time to time). The University may share the Student's data with third parties, which the University will do in accordance with its policy on data protection. For more guidance on data-protection policy relating to students, please visit: http://www.sussex.ac.uk/ogs/policies/information/dpa

- The contract constitutes the entire agreement between the Student and the University in relation to its subject matter and supersedes all previous agreements between the Student and the University, whether written or oral.

- No failure or delay by the University or the Student to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

- The terms of the contract shall not be enforceable by any party who is not a party to it.

- If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the contract.

- The contract is personal to the Student and the Student may not transfer the contract to any third party.

- The contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.
APPENDIX 1 – CANCELLATION FORM

To: The University of Sussex

[INSERT RELEVANT DEPARTMENT AND ADDRESS]

I hereby give notice that I cancel my contract for the University guaranteeing my rent at [INSERT PROPERTY DESCRIPTION]:

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Accepted on: [Date]

Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student ________________________________

Date: ________________________________