



XENIA
STUDENTS

Xenia Students
Booking Terms and Conditions



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6.0 General Terms



1.0 – Verification Process

1.1 **MyXenia Portal:** On making an Enquiry through the Xenia Students website we will use the data entered to process your booking. These details will be used to contact you and/or any guarantor you have provided for the rest of your stay with Xenia Students. Xenia Students will not be held responsible for any delay in communication due to incorrect details on the MyXenia Portal. Should you need to update any details after a booking has been made please contact your local Accommodation Team or email contact@xenialettings.com to change them. Once we receive confirmation that you want to book you will be sent a log on to MyXenia. At this stage you will be required to pay a “Holding Deposit” equivalent one weeks rent (of your selected room type) and asked to provide the verification documents (see 1.4). The contracted terms of your booking will stipulate the type of payment required, payment in full or payment in instalments. (See 2.0). The “Holding Deposit” paid will secure your booking (See 1.4 for Required Documentation to meet the verification process) and allow a room number to be allocated. A room number must be generated to reserve your booking.

If the required documentation (see 1.4) is provided in full within fourteen days and is acceptable, your “Holding Deposit” will form a portion of your security deposit and/or first payment of rent due. If it is chosen to be used towards the security deposit, this will be required to be topped up to a maximum of £250 upon the commencement of your tenancy. If all or part of the amount of the deposit is applied in accordance with payment of the security deposit, the amount applied is treated for the purposes of section 213 of the Housing Act 2004 as having been received by the Landlord/Agent on the date of the tenancy agreement. This will be registered with The Deposit Protection Service (<https://www.depositprotection.com/> or <https://www.lettingprotectionsotland.com/>) and will be held as custodial deposit. This will be returned to you at the end of your tenancy providing there are no outstanding arrears, damages to your room, or communal areas.

Should the payment of the Holding Deposit not be received within 48 hours of being sent an MyXenia log on Xenia students reserves the right to deactivate the Portal access. The reason for this is that by providing you with an MyXenia log on this reserves the room. Xenia Students will only reserve a room for a maximum of 48 hours due to demand. Once the Holding Deposit payment has been received you will have fourteen days to provide the verification documents (see 1.2 and 1.4 respectively for information on this).

A draft tenancy agreement will be provided upon logging to the MyXenia Portal and is located within the Documents section, please see 1.4 for further information on this. Please ensure this is read thoroughly and any advice is sought before the tenancy commences.

1.2 **“Holding Deposit”:** You are required to pay a “Holding Deposit” equivalent to one weeks’ rent upon booking to secure your room. A confirmation email will be sent to confirm the documents that are required in order to ensure the verification requirements are met and this information is also available on the MyXenia Portal. Upon passing the verification process the “Holding Deposit” is allocated to the security deposit and/or first payment of rent due. Failure to provide the required documentation within fourteen days of the date of the payment of the “Holding Deposit” will invalidate the booking and the booking may be cancelled. The “Deadline for Agreement” will commence on the fifteenth day of the period beginning with the day on which the Landlord or agent receives the “Holding Deposit”.

Should an agreement be made between the Landlord / Agent and the tenant to extend the “Deadline for Agreement” then the “Holding Deposit” will remain with the Agent until the expiry of the new deadline for agreement. Reasonable consent of this



extension to the “Deadline of Agreement” is not to be withheld by the Landlord / Agent.

Should the Landlord / Agent decide not to enter a tenancy with the tenant (cancel the booking) before the “Deadline for Agreement” the “Holding Deposit” is due to be paid back to the tenant within seven days of the date of this decision.

Under section 22 of the Immigration Act 2014 (disqualified by immigration status) the Landlord would be prohibited to grant a tenancy of housing to the tenant. If it is reasonably assumed that the Landlord / Agent did not know that the prohibition would have applied upon taking the “Holding Deposit” then the Landlord / Agent is not required to repay the “Holding Deposit” under Schedule 2 paragraph 8 of the Tenant Fees Act 2019.

If at any time during the period you decide not to proceed with the tenancy, then your “Holding Deposit” will be retained by the Landlord / Agent. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by Xenia Students, and if it transpires that you have provided false or misleading information as part of the verification/booking process then the “Holding Deposit” can also be retained by the Landlord/Agent.

For the avoidance of doubt all reasonable steps must be taken by all parties to enter into the tenancy agreement.

- 1.3 **E-Signature:** Please be aware that by electronically agreeing to the terms and conditions of the booking online via an e-signature and/ or a terms and conditions check box, you are entering a legally binding contract in accordance with the Electronic Communication Act 2000 (Section 7).
- 1.4 **Required Documentation:** In order to pass the verification process set by Xenia Students the following documentation is required within fourteen days (The “Deadline of Agreement” date) of paying your Holding Deposit (Please see 2.0 for confirmation as to what documents are required for your booking type);
 - Proof of Address (to be dated within the last three months for your home address)
 - Proof of Student Finance from the chosen University
 - Proof of ID (to be an acceptable form of ID, Passport, National Identity Card, Biometric Residence permit)
 - Proof of VISA (If applicable)
 - Proof of Student Status (Something that proves that you are a student and that you will remain a student for the duration of your stay with Xenia Students)
 - Proof of Address for the guarantor based in the UK (to be dated within the last three months the guarantors home address)
 - Proof of ID for the guarantor based in the UK (Passport)
 - 3 Payslips for the guarantor based in the UK (the guarantor must earn three times the annual rent and these payslips must be within dated the last three months)
- See 1.2 above for failure to provide these documents within the fourteen days.
- 1.5 **Housing Hand:** Xenia Students partner with Housing Hand who can act as guarantor for anyone should they not be able to find a UK based guarantor as per Xenia Students requirements. Any requirements of Housing Hand are to be discussed with them and Xenia Students assumes no liability for any incorrect information provided to Housing Hand in acting as a guarantor. Xenia Students will accept Housing Hand as a suitable guarantor upon a completed application process through them. Housing Hand will contact Xenia Students to confirm the information that has been provided but only upon receipt of a guarantor deed will the process be finalised. Receiving the



provisional eligibility certificate does not constitute a completed application and this will not be accepted as confirmation of a guarantor. Any issues encountered or complaint against Housing Hand need to be discussed directly with them and an any internal complaints procedure followed with them.

- 1.6 Contract Start Date / Check in (England):** Xenia Students tenancy agreements (England) will all commence on the first Friday of September on the chosen year of study. By signing the tenancy agreement at booking stage, you agree to this start date. To organise the check in of your chosen studio, contact will need to be made with the Accommodation Team based on site in the chosen city, details of which will be provided to you upon confirmation of passing the Xenia Student verification process.

Xenia Students only operate on a Monday – Friday basis between the hours of 9am – 5pm. During the weekend proceeding the first Friday of September additional cover will be organised for check in's between the hours of 9am – 5pm. Xenia Students do not operate a 24 hour concierge service so if you are travelling from abroad and your arrival is outside the hours of 9am – 5pm and no previous arrangement has been made and confirmed by the Accommodation Team on site you will not be able to check in. All travel arrangements to your chosen city should be checked for arrival times. Xenia Students will not be held liable for any additional accommodation costs should you not be able to check in at your chosen time if there has been no prior agreement to this arrangement made by the Accommodation Team on site.

- 1.7 Contract Start Date / Check in (Scotland):** Due to the nature of Private Residential Tenancies in Scotland there are no fixed end dates. To organise the check in of your chosen studio, contact will need to be made with the Accommodation Team based on site in the chosen city, details of which will be provided to you upon confirmation of passing the Xenia Student verification process (see 1.4).

Xenia Students do not operate a 24 hour concierge service so if you are travelling from abroad and your arrival is outside the hours of 9am – 5pm and no previous arrangement has been made and confirmed by the Accommodation Team on site you will not be able to check in. All travel arrangements to your chosen city should be checked for arrival times. Xenia Students will not be held liable for any additional accommodation costs should you not be able to check in at your chosen time if there has been no prior agreement to this arrangement made by the Accommodation Team on site.

- 1.8 MyXenia Portal:** Once you have been notified that the verification process has been successful (see 1.2 and 1.4) your MyXenia Portal log on will be upgraded into full access of your MyXenia account. MyXenia is an interactive portal whereby as a Xenia Student tenant you can submit maintenance issues that may arise during your stay, pay rent due, view important documents and various other functions. Further information is provided about the MyXenia Portal in the student handbook.

- 1.9 Re-Booking with Xenia Students:** Should you chose to re-book for the next academic year with Xenia Students (whether this be to stay in the existing room or change to a different room) we offer an incentive of a £75 Holding Deposit payment (usually one weeks' rent). Any deposit paid prior to this point will be released upon an inspection of the current room occupied and an assessment will be made, taking into consideration any dilapidations beyond fair wear and tear, damages or arrears. For clarity you will not be able to book should they're have been any breaches of tenancy in the previous occupation.

2.0 Rental Payments



- 2.1 Rental Payment Criteria:** Xenia Students will request that you pay the rent upfront should you not be able to provide a UK based guarantor. If a UK based guarantor is obtained, then you will be required to pay the rent in three instalments. (See 2.5 for more information on guarantors)
- 2.2 Payment in instalments:** If a UK based guarantor is obtained, Xenia Students will accept rental payments in instalments. The first instalment of rent (and any balance of payments due for example top up of security deposit) will be due ten days prior to move in. No keys will be provided should any balance of the first instalment, security deposit or missing required documentation (see 1.4) be due on the day of move in. The second rental instalment will be due in January and the third in April of the academic year of occupation. Any changes to the instalment dates must be communicated to the Accommodation Team on site so authorisation can be sought from the Landlord. Should the Landlord not agree to a change of instalment date, the rent will remain payable. Xenia Students reserve the right to contact the guarantor should these instalments not be met.
- 2.3 Payments in Full (England):** If a UK based guarantor is not obtained you will be required to make the rental payment in full for the duration of your stay with Xenia Students. The total amount payable will be clearly shown on the tenancy agreement and any associated security deposit. The rental payment will be due ten days prior to move in rent (and any balance of payments due for example top up of security deposit). No keys will be provided should any balance of the first instalment, security deposit or missing required documentation (see 1.4) be due on the day of move in.
- 2.4 Payments in Full (Scotland):** A maximum of six months' rent can be paid at any one time. If the Private Residential Tenancy is for less than six months this can be paid in advance. The rental payment will be due upon move in and any balance of payments due for example top up of security deposit. No keys will be provided should any balance of the first instalment, security deposit or missing required documentation (see 1.4) be due on the day of move in.
- 2.5 Student Loan Dates:** Xenia Students understand that student loan dates may differ dependant on the date of which the application has been submitted for the student loan. However, by accepting the terms and conditions of booking and signing of the tenancy agreement it must be understood that the first instalment of rent will be due upon check in, the second in January and the third in April. Xenia Students reserve the right to contact the guarantor for payment should any of these instalment dates not be met by the tenant. (see 2.6)
- 2.6 Guarantors:** Xenia Students will accept a UK based guarantor. The guarantor must have met the criteria laid out in 1.4 of this document. The guarantor must be aware and agree to the full liability of the tenancy agreement, including if the tenant fails to pay. The guarantor will be asked to sign the tenancy agreement and no keys will be provided should the guarantor have failed to meet the criteria set out of 1.4 of this document or have not signed the tenancy agreement. Xenia Students are under no obligation to bring any claims against you before bringing any action against the guarantor.
- 2.7 Payment methods:** Xenia Students accept payments through the MyXenia portal using World pay, over the phone (card machine) and via bank transfer. For the avoidance of doubt all payments need to be received in Pound Sterling (£).

It is the responsibility of any payer to consider any currency exchange rates at the time of paying. Please be aware that any bank may charge additional fees for bank transfers. Xenia Students can only accept and account for payments received and deducted charges – bank or otherwise – are the liability of the payer.

If a payment is sent via bank transfer the tenant reference (available on the tenancy agreement and MyXenia Portal) must be labelled on the transaction. If the tenant reference is not clearly labelled on the payment, Xenia Students will not be held liable for any delay in processing this payment. If the payment made does not show on the



MyXenia portal within 5 days, please contact your local Accommodation Team to confirm receipt of the payment.

Xenia Students does not accept part-payments of any balances, which may be considered a breach of tenancy. If any balances are part-paid, the payment date for the remainder of the balance will be that of the original due date.

3.0 Cancellations

3.1 Cooling off period: If you choose to cancel your stay with Xenia Students (provided you have not collected keys and moved into the accommodation already see 3.3) you have the right to 14 days cooling off period after paying your Holding Deposit (see 1.2) to cancel and receive a full refund of any monies paid. You need to write or send an email to contact@xenialettings.com, at any time during the 14 days. If you chose to cancel your stay with Xenia Students after the 14 days and the holding deposit "Deadline for Agreement" date has passed, Xenia Students will be entitled to retain your Holding Deposit paid.

3.2 Cancellations Pre-Move in: If you choose to cancel your stay with Xenia students after the 14-day cooling off period, after the submission and acceptance of all required verification documents (see 1.4) Xenia Students but is before 31st July on the chosen year of study, Xenia Students will re-advertise the room for occupation of a new tenant. The cancellation request must be made in writing to either the local Accommodation Team or contact@xenialettings.com and must have been received before the 31st July on the chosen year of study. You will receive confirmation in writing to confirm receipt of acceptance of your cancellation. If you choose to cancel your stay with Xenia students after the 14-day cooling off period, after the submission and acceptance of all required verification documents (see 1.4) Xenia Students but is after the 31st July on the chosen year of study you and any guarantor may be held liable to the terms of your tenancy agreement.

3.2.1 University Offers: You *may* be eligible to be released from your agreement, if you are a first-year prospective undergraduate student and your offer of a place at your chosen University / higher educational institution is withdrawn as a result of you not achieving the required entry grades.

You *may* also be eligible to be released from your agreement, if you have surpassed your required entry grades and have chosen to go to a different University.

In order to meet these criteria, you will need to provide Xenia Students with the following documents (below) within seven calendar days from the date your results are published. Upon receipt of these documents, they will be assessed and provided Xenia Students are satisfied as to the validity of the documents provided, we will cancel your agreement and refund any security deposit and or/ rent paid.

- A written copy of the rejection letter from your chosen university / higher educational institution
- A screenshot of your UCAS status which confirms that the required results were not achieved
- A written copy of the proof of acceptance to your new university by UCAS adjustment

For clarity contracts will only be relinquished on the set conditions above prior to move in, all tenants in occupation of a property are subject to the conditions in 3.3. Cancellation requests must be sent to either the local Accommodation Team or contact@xenialettings.com

3.3 Cancellations Post Move in: Xenia Students hope that you are happy in your chosen



accommodation, however, if for any reason you decide to leave during your contract the Landlord will need to be contacted for permission for you to do so. The Landlord *may* agree to release you on the following conditions:

- You find a suitable replacement to take over your tenancy. The person taking over the tenancy will be required to meet all verification requirements under 1.4 of this document and the contract length for the new tenancy can be longer but must not be shorter than the existing tenancy in place
- The replacement tenant sought must agree to the terms and conditions of booking
- The replacement tenant sought must sign a new tenancy agreement and pay sums of money due within the agreement
- The replacement tenant sought must be over the age of 18 and enrolled in full time education in proximity to the area of accommodation
- You agree to not sublet the tenancy created by the tenancy agreement to anyone without written consent from Xenia Students
- Any refunds due of pro rata rent / security deposit will not be paid until the replacement tenant sought (and any associated guarantor) has met the verification process as set out in 1.4 of this document and has signed the tenancy agreement and paid any funds due for the tenancy and has moved into the accommodation.
- The security deposit will be refunded once the above criteria has been met and an assessment has been made by way of check out inspection for any dilapidations beyond fair wear and tear, damages or arrears.
- A charge of £50 (Fifty Pounds) will be asked for by the exiting tenant for the variation of a tenancy as allowed for under The Tenant Fee Act 2019, Schedule 1 Subsection 6 (Permitted Payments, Payment on variation, assignment of novation of a tenancy)
- Should you fail to find a replacement tenant to take over your tenancy, you and any associated guarantor will be held responsible under all terms of the contract for the duration of the tenancy agreement.

3.4 Cancellations Post Move in Scotland: A minimum notice period of 28 days is required by any tenant on a Private Residential Tenancy. This must be submitted in writing to either the Accommodation Team on site or by contacting contact@xenialettings.com

The notice period will take effect upon the date that the notice is received. This notice must state the date on which the tenancy is to end. A different notice can be agreed but you must obtain written consent from your Landlord / Agent for this. Should no notice be provided then you will remain liable for the rent for a period of 28 days after it is found that you have vacated, please see your Private Residential Tenancy for more information or seek advice.

3.5 Failure to Check in: If you have not taken occupation of the room within 14 days of your check in date (and after passing the verification process as set out in 1.4 of this document) without providing written explanation which is satisfactory to us, we will treat this as a surrender of tenancy. Xenia Students may proceed to re-market the room upon the Landlords instructions and as per 3.3 you will remain liable for the rent (and any associated costs) until a new tenant is found. Xenia Students or the Landlord are under no obligation to relieve you or your guarantor of the payment obligations set out in the Tenancy Agreement.

3.6 Health & Wellbeing: Xenia Students and/or the Landlord, are not obligated to cancel the tenancy agreement on the grounds of health. Any such agreement is at the discretion of the Landlord / Xenia Students and requires the written consent. Should you feel that you cannot commit to the terms of the agreement on grounds of health & wellbeing, please contact the local accommodation team and/ or contact@xenialettings.com to discuss.



3.7 Change of Mind If you change your mind about your stay with Xenia students after the 14-day cooling off period, after the submission and acceptance of all required verification documents (see 1.4) Xenia Students but is before 31st July on the chosen year of study, Xenia Students will re-advertise the room for occupation of a new tenant. The change of mind request must be made in writing to either the local Accommodation Team or contact@xenialettings.com and must have been received before the 31st July on the chosen year of study. You will receive confirmation in writing to confirm receipt of acceptance of your change of mind cancellation. If you choose to cancel your stay with Xenia students after the 14-day cooling off period, after the submission and acceptance of all required verification documents (see 1.4) Xenia Students but is after the 31st July on the chosen year of study you and any guarantor may be held liable to the terms of your tenancy agreement. Should you change your mind about your stay with Xenia Students after you have collected the keys and moved into the accommodation please see 3.3.

4.0 Advertising & Promotions

4.1 Room sizes and Layouts: Rooms are categorised via the total square meterage within each dwelling.

- Under 18sqm = Studio
- 18 sqm to 22.9 sqm = Premium Studio
- 23 sqm to 26.9 sqm = Superior Studio
- 27 sqm and above = Deluxe Studio

As room layouts can differ between dwellings, there may also be a different in floor space surrounding the amenities with the dwellings. It is always advisable that a viewing is conducted prior to the payment of any Holding Deposit. Apartments are classified as such due to a separate bedroom and living area.

4.2 Photography: Due to variation in the room sizes and layouts, it is strongly advised that you view the property if you wish to obtain an accurate representation of the studio/apartment of the allocated room number.

Once keys have been collected and you moved into your accommodation, Xenia Students does not permit the swapping of rooms. This is due to the nature of the business that each individual unit is owned by a separate Landlord and prior authorisation may have been sought from a specific landlord should the terms of the contract have been altered in any way.

Whilst Xenia Students ensures the rooms advertised are a fair representation of the studios on offer within each city, the company cannot be held responsible for any assumptions made based on viewing promotional images.

4.3 Room furniture, Fixtures and Furnishings: The room furniture, fixtures and fittings are defined on the individual buildings webpage and may change per room type (also defined on the webpage) and city location.

Although we cannot guarantee the exact same specification in each property, the fixtures and fittings are largely consistent within a building – though it is likely to differ between buildings.

Rooms may be decorated with light furnishings for advertising purposes, which are not included in the property rental agreement. These furnishings are placed to demonstrate how a room would look if it was being lived in.

4.4 Third-Party Agents: Xenia Students advertises through many platforms and third-party agents.

All Xenia Student contracts are administered to the tenants directly, on behalf of the Landlord and such agents are not declared in the agreements. Any tenant which has been referred from a third-party agent are advised to verify all details of a booking and/or contract with Xenia Students directly.



Xenia Students cannot be held responsible nor liable for any information, advertisements, monies paid, or actions provided by such agents.

4.5 Promotions and Discounts: All promotions and discounts are subject to the terms and conditions outlined in the campaign; these will be made available at the time of the promotion online. Xenia Students strive to obtain consent from all Landlords at the time of running any promotion however some landlords do choose to opt out. It is therefore advised that any promotion or discount should be confirmed in writing with the local Accommodation Team or by contacting contact@xenialettings.com

Such advertisements are only applicable during the time of the promotion and only one discount per booking will apply. Any promotion does not hold any lasting validity, specifically to re-bookings.

5.0 Your stay with Xenia Students

5.1 Your obligations: Xenia Students want you to enjoy your stay with us, we ask that you treat your room, common areas and any shared facilities with care and respect. We ask that you do not do anything to damage or tamper with the condition or decorative order of any fixtures and fittings within the room, common areas or shared facilities. We ask that you report any issues that you notice, whether this is in your room, common areas or shared facilities as soon as you notice them. Please see the tenancy agreement for more information of your obligations.

5.2 Our Obligations: Xenia Students, or associated parties, will maintain the repair and structure of the room, common areas and shared facilities. Xenia Students, or associated parties, will maintain the decorative order of the common areas and shared facilities and ensure that within our reasonable control there will be a provision of hot and cold water, heating, lighting, electrical power and internet services. Should any of these services be disrupted Xenia Students, or associated parties, will aim to remedy the issues as soon as practically possible. Please see the tenancy agreement for more information on this.

5.3 Post and Parcels: Xenia Students will accept parcels on your behalf that are delivered to the building during the opening hours as set out on the reception doors within each building. Xenia Students will refuse any parcels to which the on-site Accommodation Team may reasonably consider to contain offensive, dangerous or illegal material. If the parcel is too heavy this may also be refused by the on-site accommodation team. Any parcels delivered will be registered in the parcel logbook and it will remain the responsibility of the tenant to collect such parcels. Xenia Students upon accepting parcels do not accept any liability as to the condition of the parcel(s) delivered and hold no responsibility / liability for this. Should any tenant be in breach of tenancy, Xenia Students reserve the right to stop receiving parcels on your behalf.

5.4 Utility Provisions (TV license and Council tax) : A smart TV is provided in each room, however should you use the TV for anything that requires a TV license, this is the responsibility of the tenant to obtain and Xenia Students accept no responsibility or liability should you not obtain an appropriate license. All students' tenants staying with Xenia Students are required to contact the Local Authority and request an exemption certificate for the responsibility of Council Tax. Xenia Students require a copy of this exemption with 6 weeks of the check in date. Xenia Students or the Landlord will not be held responsible or liable if a student does not provide an exemption certificate and the tenant / guarantor will be required to pay the Council Tax due for the period of occupation until a exemption certificate is provided by the Local Authority. All other provisions such as electric, water and wastewater, internet services are included within the rent payable for the tenancy.

5.5 When you leave (England): Xenia Students request that you make contact with the Accommodation Team on site to confirm when you intend to vacate. We ask that you return your keys by 10am on the day that you intend to vacate. A check out



inspection will be conducted after your vacation and Xenia Students will confirm if there are to be any deductions from your security deposit. In order to avoid any deductions, we ask that you leave the room in a clean and tidy condition, remove any personal belongings and rectify any damages that may have been made beyond fair wear and tear. Should you require any further information on this please contact the local Accommodation Team.

5.6 When you leave (Scotland): Xenia Students request that you make contact with the Accommodation Team on site to confirm when you intend to vacate, 28 days written notice must have been provided to ensure that you do not remain liable for the rent. We ask that you return your keys by 10am on the day that you intend to vacate. A check out inspection will be conducted after your vacation and Xenia Students will confirm if there are to be any deductions from your security deposit. In order to avoid any deductions, we ask that you leave the room in a clean and tidy condition, remove any personal belongings and rectify any damages that may have been made beyond fair wear and tear. Should you require any further information on this please contact the local Accommodation Team.

6.0 General Terms

- **Information:** Although every effort is made by Xenia Students, its agents, associates or employees to verify information given in their web site and promotional material, it must be clearly understood that such information does not form part of any contract or offer. Any prospective tenant must satisfy themselves as to the correctness of any information either printed or verbally issued by Xenia Students, its agents, associates or employees.
- **Details:** Xenia Students, its agents, associates and employees make every effort to keep up to date information stated in its website and promotional material, but it cannot guarantee that specific units will still be available to let when prospective tenants enquire or travel to view. Lessors may increase or decrease the price of units and no guarantee is given that the price shown on the Xenia Student website will remain accurate.
- **Availability:** Xenia Students, its agents, associates or employees does not accept any liability to interested prospective tenants resulting from their inability to view units in which they may be interested in due to the fact the units may no longer be available to let, or due to unforeseen circumstances.
- **Services:** All related services offered, such as insurance, currency exchange, booking services, removals and any other service from a third party – are merely recommended in good faith and all agreements and contracts with such parties are entirely the responsibility of the tenant/user and service provider and not the liability or responsibility of Xenia Students.
- **Currency Exchange Rates:** Be aware that currency fluctuations can greatly affect the price you pay in sterling for a unit when you come to pay for it. Xenia Students advise you to keep this mind and seek professional advice when transferring money abroad. Note also that properties are often listed their “local” currency and therefore a sterling price is often a guide.
- **Business Liability:** Xenia Students, its agents, associates or employees operate as an introducing agent to assist interested persons in finding and renting properties. Xenia Students are not liable for any loss which they incur for any reason whatsoever resulting from their interest in attempted renting or actual renting of a property from overseas or in the UK.
- **Measurements:** Property and room sizes given in the Xenia Students, its agents, associates or employee’s web pages or promotional material are subject to survey. It remains the responsibility of the tenants to satisfy themselves as to the correctness of such information. Building plots or floor plans described in the Xenia Students website, or promotional literature remains the responsibility of the tenants to acquire and check all for accurateness.



- **Viewing and Travel:** All contracts for transport by rail, sea, air or on land, for accommodation, board and lodging, for any associated services shall be deemed to be contracts between the person/s travelling and the service provided. Xenia Students, its agents, associates or employees makes every endeavour to recommend only reliable and reputable providers of transport, accommodation and any other services and shall not be held responsible or liable for any loss or damage resulting from such recommendations.
- **Associated Companies, Agents and Third-Party Introducers:** Xenia Students, its agents, associates or employees shall not be held liable or responsible for the actions of other persons, companies or firms with which it may be associated or have connections with. Where a tenant has been introduced by an appointed sub-agent or introducer of Xenia Students, Xenia Students does not accept liability for statements or terms made by such third parties nor any mishandling of tenant funds by such third parties.
- **Devolved Responsibility:** Xenia Students is acknowledged as a joint venture, and a brand of Xenia Lettings Limited and Xenia Estates Limited. Each company has its own diminished responsibility and in respect to the running of each “property” and/or “building” and are recognised as separate legal entities.
- **Complaints:** Any complaints regarding property shall be resolved using the complaints procedure set out on Xenia Students website. Xenia Lettings is a member of The Property Ombudsmen and adhere to ant guidelines set out by them.
- **Insurances:** When travelling abroad it is advisable to arrange suitable comprehensive insurance cover. Xenia Students its agents, associates or employees accept no liability whatsoever for losses, damages, compensation or personal injury resulting from a viewing trip.
- **Access and use of the Xenia Students content:** All materials, logos, pictures and content on xeniastudents.com and other owned websites within our group are the sole ownership of Xenia Students, Xenia Lettings Limited and Xenia Estates Limited and cannot be used by other parties in any way unless by consent.
- **Property Ownership:** The ownership of the freehold and leaseholds within each “building” or “property” may not be with Xenia Students. All contracts issues ae recognised on behalf of the long lease owners and the free hold owners, which are managed by Xenia Lettings Limited and Xenia Estates Limited respectively, through Xenia Students.
- **Contracts:** All contracts, including tenancy agreements, are issues on behalf of the Landlord or long leaseholder, but are entirely managed by Xenia Students. All tenancy agreements are contracted to the room number shown on the contract and/or the MyXenia Portal.
- **General Data Protection Regulation (GDPR):** When registering with Xenia Students for the purpose of finding accommodation, we will use the data entered to process your enquiry. In order to administer your tenancy agreement, we need to use your personal information and personal information relating to your guarantor. To find out more about how we use your personal data please see our privacy notice www.xeniastudents.com