

ADDING CLAUSES FOR COVID-19 PROTECTION

Protect yourself when agreeing to let a property by seeing if it is possible to add additional special clauses to your accommodation contract.

Follow our flow chart to see which clauses may best work for you.

I AM CURRENTLY LIVING IN LONDON

Have you viewed the property in person?	
yes	no



Are you happy to pay rent to live in private sector accommodation in London even if classes are **only** going to be held remotely?

yes	no
-----	----



We suggest adding clauses 1 and 5

We suggest adding clauses 1, 2 and 5

We would strongly advise all applicants living in London to view the property in person and follow the [government advice](#) on this. Once you have viewed the property in person please go back to the previous question.

I AM CURRENTLY RESIDING OVERSEAS OR IN ANOTHER PART OF THE UK

Have you viewed the property in person?	
yes	no



Are you happy to pay rent to live in private sector accommodation in London even if classes are **only** going to be held remotely?

yes	no
-----	----



We suggest adding clauses 1, 3 and 5

We suggest adding clauses 1, 2, 3 and 5

Are you happy to pay rent to live in private sector accommodation in London even if classes are **only** going to be held remotely?

yes	no
-----	----



We suggest adding clauses 1, 3, 4 and 5

We suggest adding clauses 1, 2, 3, 4 and 5

Scroll down to view the clauses

#RoadToPrivateHousing

ADDING CLAUSES FOR COVID-19 PROTECTION

Protect yourself when agreeing to let a property by seeing if it is possible to add additional special clauses to your accommodation contract.

Follow our flow chart to see which clauses may best work for you.

Scroll down up
view the flowchart

ADDENDUM - Special Clauses To be enacted prior to the start date/commencement of the tenancy

Due to the current unprecedented pandemic, we are prepared to offer the following concessions and alterations to our Tenancy Agreement (we recommend you discuss this with your Agent/Landlord and agree on suitable clauses that offer you protection. You must be happy with the clauses; do not sign anything you do not understand or are uncomfortable with).

1. Delays – If the start date of your course at Imperial College London is postponed until January 2021 (and you have evidence of this from Imperial) and you have already signed the Tenancy Agreement, we will at your request cancel the Tenancy Agreement as long as you give us a minimum of 14 calendar days' notice before the commencement date of this tenancy (and not counting the commencement date itself within the 14 days). Any holding or other deposit will be returned to you.

2. Course Delivery – If classes are going to be held remotely until January 2021 and you have already signed the Tenancy Agreement, we will at your request cancel the Tenancy Agreement as long as you give us a minimum of 14 calendar days' notice before the commencement date of this tenancy (and not counting the commencement date itself within the 14 days). Any holding or other deposit will be returned to you.

3. Travel Restrictions – If you have signed a Tenancy Agreement but travel restrictions remain in place from your home country or within the UK and you are unable to travel to Imperial College London, we will at your request cancel the Tenancy Agreement as long as you give us a minimum of 14 calendar days' notice before the commencement date of this tenancy (and not counting the commencement date itself within the 14 days). Any holding or other deposit will be returned to you.

4. Flexible Tenancy – If you have signed a Tenancy Agreement with us without viewing the accommodation in person, and upon arrival (but provided arrival is no later than during the day on which the tenancy starts), you find that the accommodation/area is not what you expected; we will at your request cancel the Tenancy Agreement at two weeks' notice during which rent will be payable provided you tell us you wish to cancel the Tenancy Agreement within 24 hours of first viewing the accommodation in person. Any holding or other deposit will be returned to you but we may use such deposit to deduct from it two weeks' rent and, if we do so, we will return to you any balance left. For the avoidance of doubt, if you first view the accommodation after the start date/commencement date of the tenancy, you will not have this cancellation right.

We would expect all students to give no less than 14 calendar days' notice to facilitate either the Delay clause or the Travel Restrictions clause in order that the Agent/Landlord would have sufficient time to find an alternative tenant and not suffer any financial loss.

Please note however, that these clauses will only come into force prior to the start date/commencement of the tenancy or, in the case of the 'flexible tenancy' option, this option will be exercisable only within the first 24 hours of first viewing the accommodation in person and provided that such first viewing is done no later than on the actual start date/commencement date of the tenancy.

5. Covid-19 Break Clause To be enacted during the tenancy

Ask your Agent/Landlord what clauses they are prepared to add with regards to the current situation? For example, if this happens again next year, what clauses are they adding to protect you as tenants? We would strongly advise you include a Covid-19 Break Clause in your contract.

For example: It has been agreed between the Agent/Landlord and the Tenant/s that in the event that a National Pandemic occurs, requiring the tenants to leave the accommodation to travel home (either in the UK or overseas) then the tenant/s will be able to give not less than 1 – 2 calendar months' notice to terminate the tenancy agreement, such notice to end on the day prior to the rent payment date.

If the tenants leave the accommodation but fail to remove their belongings and fail to leave the accommodation in the same condition as it was at the commencement of the tenancy, then rent will continue to be due.

All Occupiers of the accommodation will be required to vacate the accommodation if the Covid-19 Break Clause is initiated.

If you are in a joint fixed term tenancy and you initiate any of the above clauses, then all occupiers of the accommodation have to cancel/leave.

Make sure to read the terms and conditions of these clauses; just because your contract has one coronavirus clause that doesn't mean it covers you for every situation. Speak to your landlord and make sure you think about the possible eventualities and that you thoroughly understand what's covered and what's not. If you are unsure, get your contract checked by the Student Hub.