**Sample Code of Practice for Homestay Host**

**PLEASE NOTE THAT THIS IS NOT A UNIVERSITY SCHEME. HOMESTAY IS ENTIRELY OPERATED BY STUDENTPAD AND YOUR DECISION TO GET INVOLVED WITH STUDENTPAD AND THE HOMESTAY SCHEME IS AN ENTIRELY PRIVATE MATTER. THIS CODE OF PRACTICE IS SIMPLY INTENDED TO PROVIDE SOME HIGH-LEVEL GUIDANCE FOR THOSE WHO DO DECIDE TO ENGAGE WITH STUDENTPAD OR TO BECOME A HOMESTAY HOST AND IS NO SUBSTITUTE FOR CAREFULLY REVIEWING THE TERMS AND CONDITIONS OF THE SCHEME AND TAKING INDEPENDENT LEGAL ADVICE BEFORE PROCEEDING.**

**The Code covers both how the Landlord deals with potential students and management standards. The Code is intended to provide guidance to students and staff in securing good quality and well-managed rented property.**

1. Initial Negotiations
   * 1. Potential and existing residents should be dealt with in a courteous and respectful manner and not be hurried or harassed.
     2. Full details of any fees payable in relation to the agreement outside of the rental fee and deposit should be given to prospective and existing students (e.g., utility bills).
     3. Tential residents should be given at least one full working day to review a sample agreement and to obtain advice on it should they wish to, prior to signing, without the need for a holding deposit.
     4. All pledges and promises should be confirmed in writing to the prospective residents. This document should also list any restrictions the landlord wishes to impose (i.e. use of the lounge, kitchen, visitors, and smoking) prior to the signing of the agreement.
     5. The room is available within two calendar months of the date advertised.

1. Written Agreements

2.1 A copy of the agreement should be written by the host detailing the terms and conditions. The student should then have to agree to the terms and conditions.

2.2 Special conditions or unusual clauses in the agreement should be explained prior to signing the agreement.

2.3 Agreements should be written in plain English avoiding the use of legal jargon.

1. Right to Let

3.1Should provide on request confirmation from the freeholder confirming permission to let if appropriate.

* + 1. Confirmation that any service charges should be covered by the Landlord.
    2. Potential landlords should seek confirmation from their mortgage provider to determine if they have the right to enter into a tenancy agreement
    3. Potential landlords should consider taking out a landlord insurance policy

1. Inventories
   * 1. An inventory and schedule of condition should be done at the agreement's commencement and termination.
     2. On the last day of the agreement a full inspection should be carried out with reference to the check-in inventory and schedule of condition

* 1. Property Management
     1. All gas appliances in the property comply with the Gas Safety (Installation and Use) Regulations 1998, issuing a valid copy of the annual gas safety record relating to the property at the commencement of the tenancy/license or having a copy prominently displayed on the premises.
     2. All electrical wiring and appliances are safe to use and comply with current legislation.
     3. All furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988. This should be pointed out to the students at the initial showing of the property with reference to the "carelessness causes fire" label.
     4. Students are made aware of the locations of gas and water shut off valves and fuse boxes, as well as procedures in the event of any emergency should the landlord be unavailable.
     5. The accommodation is in good repair, clean and is well decorated, at the onset of the agreement.
     6. Where possible the Landlord should provide residents with estimated response times on repair issues raised.
     7. Appliances provided in the accommodation are maintained and replaced at the expense of the Landlord except those damaged by student’s misuse.
     8. Landlords must ensure that they have adequate insurance cover for the property.
     9. The property should hold the necessary licenses or registrations required by law and relevant Local Authority.

* 1. Financial Arrangements
     1. Cash should not be insisted upon for payment of rent.
     2. A comprehensive receipt should be provided for the payment of the damage deposit.
     3. Any deductions from the damage deposit should be supported by a written, itemized explanation, including any relevant invoices.
     4. All payments relating to the property should be discussed prior to commencement of the agreement (see section 1.2).
     5. Where a holding deposit is required, a receipt should be given outlining the conditions for return.

* 1. Tenancy Relations
     1. Potential and existing students should be treated with courtesy and respect and in a manner that is free from discrimination on any grounds, including but not limited to, beliefs or lawful preferences, religion, politics, gender, race or sexual orientation.
     2. All correspondence from students and potential students to be replied to within a reasonable time frame.
     3. There should be a prompt and concise response to issues raised by students.
     4. In the event of a dispute a mutually convenient meeting should be arranged at the property to address the issue and the outcome confirmed in writing.