



# Example Assured Shorthold Tenancy Agreement

This is the Assured Shorthold Tenancy Agreement that you will need to sign within 5 days of confirming a booking with us. Your details and the details of your tenancy will be automatically entered into the document, and you will receive a PDF version, as well as being able to view your agreement online within your Resident Portal.

## Who we are?

We are Nurtur Student Living Limited, a company registered in England & Wales with company number 11652544 and with a registered address at Lauren House 37a Wakefield Road, Tandem, Huddersfield, England, HD5 0AN and the managing agent for your landlord described below.

### Our contact details

We can be contacted on 0114 272 4963 – or by email on: [enquiries@nurturstudentliving.com](mailto:enquiries@nurturstudentliving.com)

### Booking details

Tenant/s: – – – –

Booking ID: –

### Your accommodation

Address: –

Room type: –

Price: £- per week

Length of stay: – Nights

Check in date: –

Check out date: –

Landlord: –

Managing agent: Nurtur Student Living Ltd

### Payment terms

Payment plan: –

Total payment: £–

### Your payment schedule

–

This is the standard price of the contract and room cost, excluding any special offers. You can nominate to pay in full at any stage of the booking.

### Special conditions

There are no special conditions applicable

## Your acceptance

The online terms of acceptance state that:

I have reviewed the Booking Details and Terms & Conditions.

- I understand this is creating a legally binding agreement that has the same legal force and effect as a handwritten signature; and
- I understand and agree to the Terms and Conditions.
- I understand that my agreement is dependent on:
  - Payment of any advance rent that may be due
  - If applicable, the payment of any tenancy deposit;
  - Setting up my payment schedule; and
  - Acceptance by the Guarantor.

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THESE TENANCY AGREEMENT TERMS AND CONDITIONS, TOGETHER WITH THE BOOKING DETAILS ABOVE, SET OUT THE TERMS AND CONDITIONS OF THE TENANCY AGREEMENT UNDER WHICH THE LANDLORD AGREES TO RENT THE ROOM IN THE PROPERTY FOR THE LENGTH OF STAY (AS SET OUT IN THE BOOKING DETAILS) TO YOU.

## 1. Definitions and interpretation

### 1.1 In these Tenancy Terms and Conditions:

**"Advance Rent"** means the sum stated in the booking details which will be a true advance payment of rent to cover your Rent payment obligations under this contract.

**"Booking Details"** means the Booking Details above setting out the details of the Room, the Property, Your Payments and the Length of Stay (among other things);

**"Contents"** means the furnishings, fixtures and fittings in the Room as listed on the inventory to be provided to you on moving-in to the Room;

**"Tenancy Deposit"** means the deposit for the amount stated in the Booking Details and which will be used as security for the performance of your obligations as specified in the Booking Details.

**"Landlord"** means the Landlord as referred to in the Booking Details;

**"Length of Stay"** means the length of stay as specified in the Booking Details being the period from and including the Check in Date and ending on and including the Check Out Date as specified in the Booking Details;

**"Housing Act 1988"** means the Housing Act 1988 (as amended by the Housing Act 1996);

**"Payment Schedule"** means the payment schedule set out in the Booking Details setting out the amounts and the dates on which payments must be made;

**"Property"** means the Property identified in the Booking Details where the Room and the Property Common Areas are situated;

**"Property Common Areas"** means the entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store (where applicable) and any other common areas in the Property provided for the benefit of all tenants;

**"Regulations"** means such regulations as we may make for the purpose of ensuring the safety, security, cleanliness and good management of the Property, any part of it, or the comfort or convenience of the tenants of rooms in the Property, or the efficient or economic performance by us of our obligations under the Tenancy Agreement;

**"Rent"** means the amount stated as the Payment total in the Booking Details;

**"Room"** means the Room as referred to in the Booking Details including its Contents, but excluding the Services within the Room;

**"Services"** means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

**"Special Conditions"** means the Special Conditions referred to in the Booking Details; and

**"Tenancy Agreement"** means the tenancy agreement constituted by the Booking Details together with these Tenancy Terms and Conditions.

1.2 Unless set out to the contrary in these Tenancy Terms and Conditions, all terms defined in the Booking Details shall have the same meanings given to them in these Tenancy Terms and Conditions.

1.3 The expression "Landlord" includes successors in title and any other person who at any time has the right to receive rent under the Tenancy Agreement.

1.4 When used in these Tenancy Terms and Conditions, the expressions "us" "we" and "our" shall be taken as references to the Landlord and the expressions "you" and "your" shall be taken as references to the Tenant.

1.5 Any obligation on us or you not to do any act or thing is also an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.

1.6 If any party to this Tenancy Agreement comprises two or more persons, all obligations and liabilities of that party are joint and several. This means that where, for example, the Tenant is more than one person, each person will be liable for all sums due under the Tenancy Agreement and not just liable for a proportionate part.

1.7 Headings used in these Tenancy Terms and Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement.

1.8 The Tenancy Agreement is an Assured Shorthold Tenancy as defined by sections 19A and 20 of the Housing Act 1988 and the provisions for the recovery of possession by us in the Housing Act 1988 apply to the Tenancy Agreement.

1.9 If when this Tenancy Agreement is signed you are under 18 years of age, the Tenancy Agreement will as a matter of law take effect as a licence to occupy until such date as you become 18.

1.10 A reference to **written** or **writing** includes e-mail.

## 2. The letting

2.1 We let the Room to you for the Length of Stay subject to the Booking Details and these Tenancy Terms and Conditions.

2.2 You are granted the following rights for the benefit of the Room in common with us and all other tenants of the Property (including all other persons from time to time duly authorised by us).

2.3 the right to use the Property Common Areas, including the right to come and go to and from the Room over such of the Property Common Areas as are designed or designated to allow access; and

2.4 We reserve the right for ourselves and all those expressly authorised by us to enter the Room on reasonable written notice to be stated as 24 hours (except in an emergency, when no notice will be given) for the following purposes:

- a. to inspect its condition and state of repair;
- b. to carry out the Landlord's repairing obligations and other obligations under this agreement; and
- c. to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Property and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law;
- d. viewings with sales agents and prospective tenants.

2.5 We also reserve for ourselves and all those authorised by us the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Room.

2.6 The following are conditions of this Tenancy Agreement:

1. you are remaining a student in full time education throughout the Length of Stay;
2. that you are not in breach of any previous tenancy with us; and
3. you have no unspent criminal convictions, and

2.7 If you breach any of these conditions you will be in breach of the Tenancy Agreement, although such a breach will not allow you to terminate or avoid liability under the Tenancy Agreement. Similarly, if we have reasonable cause to believe that you have committed any act of fraud or other similar criminal activity in entering into this Tenancy Agreement or in making any payment due under this Tenancy Agreement, you will be in breach of its terms.

2.8 If you breach this Tenancy Agreement, we reserve the right to (and you expressly consent that we may) inform your Guarantor, the academic establishment at which you are studying and any other relevant authorities of the circumstances of your breach.

## 3. Our obligations

3.1 We agree with you that if you pay the Rent and all other payments included in the Payment Schedule and perform all your obligations under the Tenancy Agreement, then you may possess and enjoy the Room during the Length of Stay without any interruption from us or any person acting on our behalf (except for any reason expressly set out in these Tenancy Terms and Conditions) and we will:

- a. maintain and repair the structure of the Property including the window frames and window glass;
- b. maintain, repair, decorate and provide adequate heating and lighting to the Property Common Areas; and to clean the Property Common Areas;
- c. maintain all Services serving the Property Common Areas
- d. provide a supply of hot and cold water, heating and electrical power to the Room;
- e. provide security facilities for the Property; and
- f. provide and maintain such equipment as we think fit in the Property Common Areas.

3.2 We reserve the right at any time or times during the Length of Stay to move you to alternative accommodation (which may be a hotel) for the purpose of carrying out emergency repairs to the Room and/or the Property or if we consider it necessary or desirable, (including minimising disputes between tenants or for the better management of the Property PROVIDED THAT:

- a. you are given 24 hours' notice (except in emergency);
- b. the alternative accommodation is of substantially no lesser standard than your Room and
- c. you will occupy the alternative accommodation on the same terms as those of the Tenancy Agreement, including the Rent payable.

3.3 [We will accept delivery of your parcels and mail in accordance with our Parcel Delivery Service Terms and Conditions (as published on the <https://nurturstudentliving.com> website, which you accept by entering into this Tenancy Agreement unless you let us know otherwise. If you do not accept the Parcel Delivery Service Terms and Conditions, we will not accept delivery of parcels and mail addressed to you.]

3.4 We reserve the right to check on your welfare after all alternatives means have been explored to contact you, via knocking on your door and entering into the Room when we reasonably believe there is life threatening or emergency situation.

#### 4. Your obligations

#### 4.1 You agree to:

- a. accept the Room, Property Common Areas and the Property as being in good and tenantable repair and condition and fit for the purposes for which they are let and/or intended to be used from the Start Date unless you inform us in writing of any defects in the condition and repair within 48 hours of you moving into the Room (which means when you collect the keys for the Room);
- b. accept that all the Contents are present in the Room and unless you let us know in writing (which can be by email) that items are missing from the inventory within 48 hours of moving into the Room;
- c. provide us with a certificate of exemption for council tax within 6 weeks of registering with your university or college or 10 weeks of your Check in Date (whichever is the sooner). You are responsible for the payment of council tax and you will reimburse us for any council tax we are required to pay as a result of you not providing us with a certificate of exemption;
- d. comply with any Special Conditions; and
- e. comply with any Regulations relating to your conduct in the Property which we may notify you of in writing from time to time. For the avoidance of doubt if there is any conflict between these Tenancy Terms and Conditions and those Regulations, these Tenancy Terms and Conditions will prevail.

4.2 You agree to pay to us the Rent and all other payments on the dates set out in the Booking Details and you will not deduct or set-off any amounts against the Rent or any other amounts due. We are not required to send reminders about payment due dates.

4.3 Anybody who makes payments on your behalf towards Rent or other amounts due from you under this Tenancy Agreement does so as your agent, however in such circumstances you will continue to remain liable for the payment of all sums under this Tenancy Agreement and all our rights and remedies against you remain fully preserved.

4.4 Where applicable, funds will only be returned to you following the end of the Length of Stay, except for any tenancy deposit (if a tenancy deposit has been paid and is detailed in the Booking Details) which (if there is no claim to it under the Tenancy Terms and Conditions) will be refunded to the person who originally paid it (unless this is no longer possible and in which case payment will be made to you).

4.5 If payment of the Rent or any other amount due from you under this Tenancy Agreement is late (a late payment as referred to in the Tenant Fees Act 2019 is a payment outstanding for 14 days or more from the due date), interest will be due at the rate of 3% per annum above the base rate of the Bank of England. The interest will be payable from the date on which the rent fell due until the date it is paid.

## 5. Your obligations to maintain the room

#### 5.1 You agree that you will:

- a. maintain the Room, its Contents, condition and decorative order and level of cleanliness as they were in at the Check In Date (except for damage by accidental fire and water from the Services and fair wear and tear). The inventory we provide to you on moving into the Room shall be evidence of the Contents' existing condition, and any defect shall be noted on the inventory;
- b. not remove any of the Contents from the Room and notify us of any damage in the Room and/or of the Contents and/or of the Property; and
- c. operate the Services and electrical appliances in the in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them and ensure that any electrical appliances which are not supplied by us comply with all relevant standards and regulations.

5.2 You also agree to pay us a fair and reasonable proportion, as determined by us, of any costs we incur in repairing any damage to the Room or the Contents (including replacement items where this is necessary), and unless there is evidence to the contrary, these costs shall be apportioned as if:

- a. you caused the damage to the Room (or the Contents of the Room)

### 6. Tenant conduct



6.1 You agree that you will occupy the Room for personal residential purposes only and that you will not:

- a. sublet the Room or share occupation of the Room, unless your agreement is a shared occupancy agreement and both parties are declared on the Tenancy Agreement; and
- b. carry out any profession, trade or business in the Room

6.2 You also agree that you will not use the Room, or the Property for any improper, immoral or illegal purpose nor in any way which may, in our reasonable opinion, be a nuisance, damage or annoyance to the other tenants of the Property, or neighbours, or any other person. You will not:

- a. smoke in the Property (including E-cigarettes);
- b. cause any noise which, if made within the Room, can be heard outside the Room
- c. keep or use drugs or psychoactive substances, the possession or use of which is prohibited by law (including but not limited to the Misuse of Drugs Act 1971 or the Psychoactive Substances Act 2016);
- d. keep or use any firearms, knives (other than kitchen knives), or any other weapons;
- e. harass, threaten or assault any other tenants, their guests, our employees or any other person;
- f. tamper with our fire prevention systems and control equipment (including not maliciously, recklessly or negligently activating such fire prevention systems) and to vacate the Property (and to ensure that any visitors you have also vacate the Property), immediately whenever the fire alarm is sounded. You should notify us in advance should you have any visitors to the Room who may require assistance should it be necessary to evacuate the Property;
- g. use designated fire escapes except for the purposes of emergency escape;
- h. keep, store or use any gas or oil heater or other fuel burning appliance in the Property, including candles and any other flame lit device;
- i. keep any animal, bird, insect or reptile; and
- j. erect any external wireless or television aerial or satellite dish at the Property or hang clothes or fabrics out of the windows or doors of the Property.

6.3 You will also make sure that any guests/visitors you may have to the Property comply with the provisions of this clause and you agree that you will be responsible for the conduct of guests/ visitors.

6.4 You should note that tampering with fire prevention/life-saving equipment such as, but not restricted to, fire extinguishers, fire doors and smoke detectors, is a criminal offence (punishable by a fine and/or imprisonment) and it will be treated as a serious breach of the Tenancy Agreement.

## 7. Transfer of tenancy

7.1 You agree that you will not transfer the tenancy created by the Tenancy Agreement to anyone else without obtaining our prior written consent. We shall as a condition of the proposed transfer:

- a. charge you an administration fee of £50 and any associated charges including cleaning and maintenance;
- b. require the incoming tenant to provide a guarantor of his/her own in respect of the obligations of the incoming tenant under the Tenancy Agreement; and
- c. require the incoming tenant to enter into an agreement with us which confirms that the incoming tenant will observe and comply with the obligations of the Tenant contained in the Tenancy Agreement.

7.2 If we agree with you to change rooms to another room, you hereby agree to be bound by the terms of this Tenancy Agreement in respect of such room (until such time as a you enter into a new tenancy agreement).

## 8. When you leave

#### 8.1 You agree to:

- a. return your key(s) to the Room/ Property to us at the end of the Tenancy Agreement no later than 10am on the date the Tenancy Agreement ends; and
- b. pay all reasonable and proper costs and expenses (including legal costs), incurred by us in or in reasonable consideration of proceedings to recover possession of the Room and/or outstanding Rent and/or any other sum incurred as a result of you not performing your obligations in the Tenancy Agreement.

### 9. Your tenancy deposit (if applicable)

9.1 If your Booking Details state that a Tenancy Deposit is payable.

9.2 You agree and acknowledge that the Tenancy Deposit paid to us by you is paid to us as security for the performance of your obligations under the Tenancy Agreement.

9.3 At the end of the Length of Stay, you will be given the opportunity to attend a check-out inspection with one of our representatives with a view to reaching agreement as to what, if any, deductions we will be entitled to make from the Tenancy Deposit. However, we reserve the right to give you notice of our intention to draw on the Tenancy Deposit at any time in payment of any sums due from or spent on behalf of you under the Tenancy Agreement. Where applicable, the Tenancy Deposit, or the relevant amount of the Tenancy Deposit will be refunded to the person who originally paid it (unless this is no longer possible in which case payment will be made to you).

9.4 You will not set-off the Tenancy Deposit against any payment of Rent or other sums due to us under the Tenancy Agreement.

9.5 We agree that the Tenancy Deposit shall be protected by an approved Tenancy Deposit Scheme provider in accordance with the rules of the Tenancy Deposit Protection Scheme and confirmation that your Tenancy Deposit has been protected will be sent to you within 30 days of receipt of payment, but no earlier than 10 days before your contract start date.

### 10. Advance rent

10.1 If your Booking Details state that an Advance Rent is payable.

- a. Payment of the Advance Rent is a pre-condition for the completion of this Tenancy Agreement. Any failure to pay the Advance Rent will entitle us to terminate this Tenancy Agreement without any penalty on our part and with immediate effect.
- b. Should we exercise our right to terminate the Tenancy Agreement under this clause. The Advance Rent constitutes a prepayment of your first rental instalment. Accordingly, your first instalment will constitute the sum detailed in your Booking Details, less the Advance Rent paid.

### 11. Agreements and declarations

11.1 It is agreed between you and us that if at any point prior to the commencement of the Tenancy Period you cease to be a student in full time education we shall be entitled (but not obliged) to terminate this Tenancy Agreement without any penalty on our part and with immediate effect.

11.2 It is further agreed between you and us that from the start of the Tenancy Period if:

- a. the whole or any part of the Rent is unpaid for one month after it becomes due (whether legally demanded or not); or
- b. there has been a breach, non-performance or non-observance of your obligations under this Tenancy Agreement; or
- c. you cease to be a student in full time education; or
- d. you engage in any criminal or anti-social behaviour; or
- e. any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10-15 (inclusive), or 17 apply;

then we may apply for a Court Order for repossession of the Room. If the Court Order is enforced, the Tenancy Agreement will end immediately but without prejudice to any right of action or remedy either you or we may have in respect of any previous breach of the other's obligations under the Tenancy Agreement.

11.3 If the Room and/or Property are destroyed or are otherwise damaged to make the Room and/or incapable of occupation, then we or you may end the Tenancy Agreement by giving the other one month's written notice.

## 12. Failure to check-in

12.1 If you have not taken occupation of the Room within 28 days of your Check in Date (as stated in the Booking Details) without providing a written explanation which is satisfactory to us, we will treat such failure as an unconditional offer to surrender this Tenancy Agreement.

12.2 At such point we may remarket the Room and upon successful completion of a tenancy agreement with another individual we will be deemed to have accepted such offer to surrender on the contracted start date of a tenancy agreement with another individual which will be the "Surrender Date".

12.3 You will remain liable to pay any Rent, costs or expenses as due under this Tenancy Agreement until the Surrender Date and we reserve the right to pursue for any sums outstanding in respect of the same.

12.4 For the avoidance of doubt there shall be no obligation whatsoever on us to re-market the Room and/or grant a new Tenancy Agreement to a third party or (save for in the circumstances set out in clause 12.2 where a new tenancy is entered into with another party) relieve you of any payment obligations you have under this Tenancy Agreement.

## 13. Cancellation policy

The rules governing the cancellation of your Tenancy Agreement are published at <https://nurturstudentliving.com/cancellation-policy/>

## 14. Guarantee

14.1 Payment of rent by instalments shall be conditional upon the receipt of a signed Guarantor agreement at the point of booking. Alternatively, the full rent for the tenancy will be payable prior to check-in. The Guarantor will make sure that you pay the Rent and perform and observe your obligations under the Tenancy Agreement. If you do not pay the Rent and/or perform and observe your obligations, the Guarantor will do so instead, and the Guarantor is liable to reimburse us for any losses, damages, costs and expenses suffered by or incurred by us as a result. We are under no obligation to bring any claims against you before bringing any action against the Guarantor.

14.2 All guarantors must be over the age of 21, a full-time UK resident for a minimum of 1 year at the time of your booking, be a homeowner or in full time employment, or be a guarantor service.

## 15. Data protection

15.1 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 and share your personal information please see our Privacy Policy, as published at <https://nurturstudentliving.com/privacy-policy/> or you can make a written request for a hard copy to [enquiries@nurturhouse.com](mailto:enquiries@nurturhouse.com)

15.2 The Privacy Policy also provides information about your rights in relation to your personal information and how you can exercise them.

## 16. Severability

If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

## 17. Notices

As required by Section 48 of the Landlord and Tenant Act 1987 you are hereby notified that you may serve notices (including notices in proceedings) on us by you at the following address (and addressed to the Landlord):

C/O Nurtur Student Living Limited, -

The address for service of notices on you is the address for the Room as set in the Booking Details.

## 18. Jurisdiction

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 governed by and construed in accordance with the law of England and Wales.

## 19. How to Rent guide

19.1 To ensure at all times that all adult occupiers residing in the Property maintain a Right to Rent as defined by the Immigration Act 2014 at all times during the Term.

19.1.1 Promptly on request by the Landlord, to comply with such checks and provide such documents certifying the Right to Rent of all adult occupier as are reasonably required by the Landlord.

19.1.2 Where any adult occupier has a time-limited right to rent to provide the Landlord such proof of their continued Right to Rent as is reasonably required by the Landlord from time to time.

19.1.3 To notify the Landlord promptly if the immigration status of any adult occupier changes such that the Right to Rent is lost.

19.1.4 To be responsible for any checks required to satisfy the Right to Rent requirements under the Immigration Act 2014 in relation to sub-letting or license the Tenant grants, whether that sub-letting or license was authorised by the Landlord or not.

<https://www.gov.uk/government/publications/how-to-rent>



Important info ^ \ Corporate: The Nurtur Group \

Terms & Conditions \ Privacy Policy \

Equality & Diversity \ Modern Slavery Statement



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