



DATED <SD:Today>

(1) <SA:PropertyLandlord>, <SA:Additional3>

(2) <SD:Forename> <SD:Surname>

ASSURED SHORTHOLD TENANCY AGREEMENT

<SA:FlatName>, <SA:PropertyName>, <SA:PropertyAddress>

PARTICULARS

1. Parties

Landlord

Name: <SA:PropertyLandlord>

Address: <SA:Additional3>

Tenant Name: <SD:Forename> <SD:Surname>

Home address: <SD:HomeAddress>

Home Tel No: <SD:HomeTelephone>

Mobile Tel No: <SD:HomeMobile>

Email Address: <SD:PreferredEmail>

Management Company Name: Universal Student Living Limited

Address: The Innovation Centre, Hornbeam House, Hornbeam Park, Hookstone Road, Harrogate, HG2 8QT

Email: mail@universalstudentliving.com

Tel: 020 3700 9930

1. **Property:** <SA:PropertyName>, <SA:PropertyAddress>
2. **Room:** <SA:FlatName>
3. **Room Type:** <SA:RoomName>
4. **Flat:** <SA:AreaName>
5. **Term:** <SA:LicenceStart> to <SA:LicenceEnd> weeks from and including Commencement Date to and including Termination Date
6. **University/College:** University Information
7. **Inventory:** The inventory supplied to the Tenant prior to or upon moving into the Room

Rent Schedule

9.	<SA:InstallmentAmount1>
10.	<SA:InstallmentAmount2#RL>
11.	<SA:InstallmentAmount3#RL>
12.	<SA:InstallmentAmount4#RL>
13.	<SA:InstallmentAmount5#RL>
14.	<SA:InstallmentAmount6#RL>
15.	<SA:InstallmentAmount7#RL>
16.	<SA:InstallmentAmount8#RL>
17.	<SA:InstallmentAmount9#RL>
18.	<SA:InstallmentAmount10#RL>
19.	<SA:InstallmentAmount11#RL>

Rent <SA:LicenceTotal>

Payment Due Dates

20. <SA:InstallmentStartDate1>
21. <SA:InstallmentStartDate2#RL>
22. <SA:InstallmentStartDate3#RL>
23. <SA:InstallmentStartDate4#RL>
24. <SA:InstallmentStartDate5#RL>
25. <SA:InstallmentStartDate6#RL>
26. <SA:InstallmentStartDate7#RL>
27. <SA:InstallmentStartDate8#RL>
28. <SA:InstallmentStartDate9#RL>
29. <SA:InstallmentStartDate10#RL>
30. <SA:InstallmentStartDate11#RL>
31. <SA:InstallmentStartDate12#RL>

Rent Instalment Dates

32. <SA:InstallmentDueDate1>
33. <SA:InstallmentDueDate2#RL>
34. <SA:InstallmentDueDate3#RL>
35. <SA:InstallmentDueDate4#RL>
36. <SA:InstallmentDueDate5#RL>
37. <SA:InstallmentDueDate6#RL>
38. <SA:InstallmentDueDate7#RL>
39. <SA:InstallmentDueDate8#RL>
40. <SA:InstallmentDueDate9#RL>
41. <SA:InstallmentDueDate10#RL>
42. <SA:InstallmentDueDate11#RL>

Deposit

43. £<SA:DepositAmount>
44. **ICE:** Independent Case Examiner of the Tenancy Deposit Protection Scheme.
45. **Prescribed Information:** The information required under section 213(5) of the Housing Act 2004 as set out in The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
46. **Room Items:** The items to be provided in the Room and listed under the heading “Room Items” in the Inventory supplied on arrival.
47. **Shared Areas:** The kitchen/dining and bathroom areas which are provided for communal use (if any) together with the internal corridor(s) within the Flat
48. **Shared Items:** The items to be provided in the Shared Areas and listed under the heading “Shared Items” in the Inventory supplied on arrival.
49. **TDS:** A Government Approved Tenancy Deposit Scheme, as defined in section 212(2) of the HA 2004.
50. **Energy Performance Certificate** a certificate as defined in regulation 2(1) of the EPC Regulations
51. **EPC Regulations the Energy Performance of Buildings** (England and Wales) Regulations 2012 (SI 2012/3118)
52. **HA 1988 and HA 2004** means the Housing Act 1988 and the Housing Act 2004 respectively
53. **Insured Risks** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks
54. **LTA 1985** means the Landlord and Tenant Act 1985

55. **Scheme Administrator** administrator of either a custodial or insurance TDS

56. **Tenancy** means the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the HA 1988 or any contractual periodic tenancy that arises after the Term has expired

57. **Interested Persons** means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents.

**THIS TENANCY AGREEMENT is made the day of Current Date
BETWEEN:**

(1) <SA:PropertyLandlord>, <SA:Additional3> (“the Landlord”);

(2) <SD:Surname> of <SD:HomeAddress> (“the Tenant”);

NOW THIS AGREEMENT WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the terms contained at paragraphs 1 to 33 of the Particulars have the meanings set out next to them.

1.2 Text set out in starting “Note to tenant” in this Agreement is for guidance and information only and does not form part of this Agreement. Any reference to Agreement refers to this agreement.

1.3 The term “the Landlord” includes its successors in title.

1.4 Any reference to “Tenancy” refers to the tenancy created under this Agreement.

1.5 Any reference to “the Flat” within this Agreement only applies where the Room is situated within a flat.

1.6 Clause headings do not affect the interpretation of this Agreement.

1.7 The Management Company has been authorised to act on behalf of the Landlord as its agent in connection with the operation of this Agreement. However, for the avoidance of doubt supplies under this Agreement are made by the Landlord and not the Management Company.

1.8 The Rent under this Agreement accrues weekly in advance but for administrative convenience it will be collected by way of the four instalments specified in Clause 3.1. The total rent for the Term is the Rent specified in the Particulars.

1.9 Any provision of this Agreement which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of this Agreement and the remainder of such provision shall not be affected.

1.10 The Tenant is jointly and severally liable with other occupiers of the Property for damage caused to any communal parts of the Property and the Shared Areas including the Shared Items.

1.11 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.12 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.13 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.14 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.15 A reference to “this Agreement” is a reference to this agreement.

1.16 A reference to writing or written includes fax and email.

1.17 A reference to “Working Days” means any day that is not a Saturday or a Sunday or a public holiday in England and Wales.

1.18 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by or on behalf of the Landlord.

1.19 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.20 References to clauses are to the clauses of this Agreement.

1.21 The obligations of the Tenant and the Guarantor arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

1.22 The terms “Landlord” and “Management Company” include any successors in title to the Property (in the case of the Landlord) and any person who may legally succeed it.

2. GRANT OF TENANCY AND INVENTORY

2.1 At the request of the Guarantor, the Landlord lets the Room to the Tenant for the Term together with the rights specified in Schedule 1.

2.2 The Tenant shall not be allowed to move into the Room prior to the Term Commencement Date but shall move into the Room within four weeks of the Term Commencement Date.

2.3 Upon moving into the Room, the Tenant must check that the supplied Inventory is accurate and must sign and return the Inventory to the Management Company within seven days of moving into the Room. If the inventory is not signed and returned then the Tenant shall be deemed to accept that it is correct as supplied.

2.4 This Agreement creates an assured shorthold tenancy under Part I, Chapter II of the HA 1988 which means that once the Tenancy has expired the Landlord is entitled to recover possession under section 21 of the HA 1988.

2.5 The Tenant warrants that it has not provided false or misleading information nor made a false statement in order to obtain this Tenancy.

2.6 The Tenant hereby consents to the Landlord and Management Company holding and processing their respective personal information (including sensitive personal data) in order to perform their respective obligations under this Agreement and perform their functions as Landlord and Management Company respectively. All such personal information will be held in accordance with all applicable data protection laws, including the EU General Data Protection Regulation 2016/6769 (hereinafter “GDPR”).

2.7 In the event that the Landlord or the Management Company require the Tenant's or the Guarantor's consent to process and retain any personal information, the Landlord or the Management Company (as applicable) will request written consent from the Tenant or Guarantor (as applicable). The Tenant and Landlord each hereby acknowledge and agree that the Landlord and Management Company may be required to disclose such personal information to third parties who may carry out specific work on behalf of the Landlord and the Management Company for processing, including the TDS, who are able to show they are entitled to receive such information.

2.8 Pursuant to the GDPR, the Tenant may request and inspect personal information relating to the Tenant that is held by the Management Company and the Landlord. Should the Tenant wish to inspect any of the personal information that the Management Company and the Landlord holds, the Tenant may request sight of this data by written notice to the Landlord in accordance with the notice provisions in clause 14, setting out the specific information that the Tenant wishes to see.

3. RENT AND OTHER CHARGES

3.1 The Tenant shall pay the Rent in advance (whether demanded or not) and in accordance with Clause 3.2 by way of four instalments on the Rent Instalment Dates to such account as the Management Company shall specify as follows:

3.1.1 The 1st Payment of Rent shall be paid on or before the 1st Payment Date;

3.1.2 The 2nd Payment of Rent shall be paid on or before the 2nd Payment Date;

3.1.3 The 3rd Payment of Rent shall be paid on or before the 3rd Payment Date; and

3.1.4 The 4th Payment of Rent shall be paid on or before the 4th Payment Date.

3.2 The Tenant shall pay the 1st Payment of Rent to the Landlord on or before the 1st Payment Date and shall also deliver to the Landlord on or before the 1st Payment Date a completed direct debit mandate (if required) in respect of the 2nd Payment of Rent, the 3rd Payment of Rent and 4th Payment of Rent.

3.3 The Tenant shall not reduce any payment of Rent by making any deduction from it or by setting any sum off against it for any reason.

3.4 The Tenant shall be responsible for obtaining and paying for any television licence required for any television in the Room.

3.5 Normal residential use of electricity, gas, water, and sewerage utility services is included within the Rent. The Landlord reserves the right to recharge the Tenant for non-residential unreasonable or excessive use of such services.

3.6 The Tenant shall pay interest at the rate of 3% per annum above the National Westminster Bank plc base lending rate from time to time on any Rent or any other payments lawfully due pursuant to this Agreement that are not paid more than 14 days after the date on which they became due. The interest shall be payable from and including the date after the day on which the payment concerned fell due for payment until and including the date upon which payment is made or (if earlier) until a court judgment for it is given.

3.7 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Room.

3.8 If anyone other than the Tenant pays the Rent or any other sums due pursuant to this Agreement to the Landlord, any such payment will relate to this Tenancy only and shall not create any new tenancy or any relationship of landlord and tenant between the Landlord and such other person.

3.9 If the Room is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or inaccessible then, unless the damage or destruction was caused in whole or in part by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Room is fit for occupation and use or accessible.

4. DEPOSIT

4.1 The Tenant shall pay the Deposit to the Management Company on or before the date of this Agreement.

4.2 The Management Company shall safeguard the Deposit within a TDS within 30 days of receiving the Deposit and shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.

4.3 The Management Company shall provide within 30 days of the Deposit being received the Prescribed Information and shall hold the Deposit in accordance with the rules of the TDS.

4.4 The following clauses set out:

4.4.1 what the Landlord or the Management Company will do with the Deposit monies paid by the Tenant under Clause 4.1 above;

4.4.2 what the Tenant can expect of the Landlord or the Management Company when the Landlord or the Management Company deals with the Deposit;

4.4.3 the circumstances in which the Tenant may receive less than the sum paid to the Landlord or the Agent as a Deposit at the conclusion of the Tenancy;

4.4.4 the circumstances in which other monies may be requested from the Tenant; and

4.4.5 settling a dispute under the TDS.

4.5 The Deposit shall be held by the Management Company and shall be placed in a nominated account as soon as reasonably practicable. Any interest earned will belong to the Management Company.

4.6 After the Tenancy the Landlord or the Management Company is entitled, with the consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 4.11 of this Agreement. If more than one such deduction is to be made by the Landlord, or the Management Company, monies will be deducted from the Deposit in the order listed in clause 4.11. No deductions will be made without the consent of both parties.

4.7 The Management Company must tell the Tenant within 28 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

4.8 If there is no dispute the Management Company will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

4.9 The Tenant should try to inform the Management Company in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Management Company as due from the Deposit within 40 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Room. The ICE may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

4.10 If the amount of monies that the Landlord is entitled to deduct from the Deposit under this Clause 4 exceeds the amount held as the Deposit, the Landlord or the Management Company may require the Tenant to pay that additional sum to the Landlord or the Management Company within 14 days of the Tenant receiving that request in writing.

4.11 The Landlord or the Management Company may deduct monies from the Deposit (as set out in clause 4.6) so as to compensate the Landlord for losses caused for any or all of the following reasons:

4.11.1 any damage, or compensate for damage, to the Room and a share of any damage, or compensation for damage, to the Shared Areas and their respective Room Items and Shared Items, for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the start of the Term, damage by insured risks and repairs that are the responsibility of the Landlord;

- 4.11.2 to cover costs incurred in compensating for, rectifying or remedying, any breach of the Tenant's obligations in these terms and conditions (including, without limitation, the properly incurred and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers and those obligations relating to the cleaning of the Room and Shared Areas and their respective contents);
- 4.11.3 paying any Rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy;
- 4.11.4 replacing any missing items from the Property;
- 4.11.5 any unpaid accounts for utilities or water charges or Council Tax incurred at the Property for which the Tenant is liable;
- 4.12 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Management Company holds the Deposit or any part of it.
- 4.13 If, after 10 working days following notification of a dispute to the Management Company and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to cooperate with the adjudication.
- 4.14 The Landlord and Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.
- 4.15 The statutory rights of both Landlord and Tenant to take legal action through the County Court remain unaffected by clause 4.13 above.

5. TENANT LIABILITY

- 5.1 The tenant is liable to pay on demand for:
 - 5.1.1 any damage or compensation for damage to the Room, the Flat, the fixtures and fittings of the Room or the Flat or for missing items for which the Tenant may be liable, including the Shared Items SUBJECT TO:
 - 5.1.1.1 an apportionment or allowance for fair wear and tear;
 - 5.1.1.2 the age and condition of each and any such item at the commencement of the Tenancy; and
 - 5.1.1.3 Insured Risks and repairs that are the responsibility of the Landlord, save where such insurance has been vitiated due to an act or omission of the Tenant;
 - 5.1.2 any Rent which remains due or payable by the Tenant under this Agreement for a period of 14 days or more after it has fallen due of which the Tenant has been made aware;
 - 5.1.3 making good any damage to the Room, the Room Items, the Flat, the fixtures and fittings of the Room and the Flat or the Shared Items (except for fair wear and tear); and
 - 5.1.4 replacing any of the Room Items or Shared Items which may be missing from the Room or the Flat or the common parts of the Property.

6. CARE OF THE ACCOMMODATION

- 6.1 The Tenant shall:
 - 6.1.1 not alter or damage the Room or Room Items and will keep them in a clean and tidy condition and shall return the Room and Room Items to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and cleaned to a professional standard;
 - 6.1.2 not damage or mark or change the decorative finish of the Room, the Flat or the Shared Areas;
 - 6.1.3 jointly with the other occupiers keep the Flat and the Shared Areas in a clean, tidy and hygienic condition;
 - 6.1.4 not alter, damage, litter or obstruct the use of the Shared Areas;
 - 6.1.5 not cause or permit any damage to or obstruct any part of the Property;
 - 6.1.6 not remove any Room Items from the Room or Shared Items from the Flat or the Shared Areas;
 - 6.1.7 notify the Management Company of all repairs and/or maintenance work which the Tenant considers necessary to the Room, the Flat or the Property as soon as such repairs or maintenance work are apparent;
 - 6.1.8 not attempt to carry out any repairs or maintenance works to any part of the Property, including the Room and the Flat and any of the Shared Items and the Room Items;

Note to Tenant the above clause is required in the interests of health and safety. Management Company staff will attend to repairs and maintenance.

- 6.1.9 not tamper or in any way adjust safety controls to any windows such as to override any safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits;
- 6.1.10 look after the keys and any security device for the Room and the Flat during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result of such failure to do so;
- 6.1.11 not bring any of the following items into the Room or the Flat without the written consent of the Management Company:
 - 6.1.11.1 upholstered furniture (such as sofas and arm chairs);
 - 6.1.11.2 heating or cooling equipment; or
 - 6.1.11.3 any electrical equipment which does not comply with all relevant British Standards;

Note to Tenant the above clause is required in the interests of fire safety for all occupiers of the Property.

- 6.1.12 not mark or label any keys and to report the loss of them immediately to the Management Company;
- 6.1.13 not make any duplicate keys to the Room or the Flat nor replace or add any new locks to the Room or the Flat;

Note to Tenant this is so that if keys are lost, they cannot be identified with the Room or the Flat to which they belong.

- 6.1.14 take all reasonable steps to ensure that the Room and the Flat are kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when the Tenant leaves);
- 6.1.15 notify the accommodation manager of overnight absences from the Room;
- 6.1.16 comply with the published internet usage policy of the University/College as amended from time to time. The Landlord reserves the right to terminate any internet service without compensation for breach of that policy and/or continued Rent arrears or other payments due or outstanding for over 14 days.

- 6.2 The Tenant hereby confirms that they are a student registered with the University/College or will be at the commencement of the Term.
- 6.3 Should the Tenant no longer be a student at the University/College the Tenant will notify the Landlord or the Management Company within one week of such change of status and shall vacate the Room and the Flat immediately. The Tenant shall remain liable for all of its obligations under this Agreement which have not been performed, including the payment of Rent.
- 6.4 The Tenant shall immediately notify the Landlord if their immigration status changes from that as advised to the Landlord at the start of the Term.
- 6.5 The Tenant shall not permit anyone other than the Tenant to occupy the Room without the prior written consent of the Landlord.
- 6.6 The Tenant shall not do anything to or on the Room, the Flat or the Shared Access that:
- 6.6.1 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent Room, or the owners or occupiers of them;
- 6.6.2 involves using the Room, the Flat or the Shared Areas for immoral or illegal purposes; or
- 6.6.3 has the effect of invalidating any insurance in respect of the Property.
- 6.7 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Room, the Flat or the Shared Areas within seven days of receipt and shall not take any action regarding such notices or communications without the prior written consent of the Landlord.
- 6.8 The Tenant shall not commission an Energy Performance Certificate for the Room, the Flat or the Shared Access without the Landlord's prior written consent.

7. PROPER CONDUCT FOR COMMUNAL LIVING The Tenant shall:

- 7.1 use the Room and the Shared Areas for their own private residential purposes only;
- 7.2 not allow any other person to reside on any part of the Room, the Flat or the Shared Areas without the Landlord's prior written consent;
- 7.3 not cause any noise which is audible outside of the room it is made in;
- 7.4 not cause any disturbance distress annoyance or damage to any other occupiers of the Property or their property;
- 7.5 not hold or participate in any parties in the Room, the Flat, the Shared Areas or any other part of the Property;
- 7.6 in co-operation with the other occupiers of the Property, keep clean and tidy and clear of rubbish the parts of the Property which the Tenant is entitled to use solely or in common with others and will pay to the Landlord on demand any additional cost for cleaning or clearing of such areas arising from breach of this obligation by the Tenant or their visitors or will pay a proportionate share as determined by the Landlord;
- 7.7 not tamper with, misuse or damage any equipment or other things in the Property which are provided by the Landlord in the interests of health and safety of persons in the Property (including but not limited to the fire-fighting equipment, smoke detection and the doors) and notify the Management Company immediately if any such equipment or other things are faulty;
- 7.8 pay, on written demand, a reasonable sum and/or such sum as required by the relevant emergency service to cover any costs incurred by the Landlord if the Tenant sets off a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire services or the evacuation of any buildings;
- 7.9 not prepare or cook food anywhere other than in the kitchen in the Room (where the Room is a studio room) or in the Shared Areas (where the Room is not a studio room) and not keep or use deep fat frying equipment anywhere on the Property;
- 7.10 wash cooking and eating utensils and clear away rubbish created in kitchen/dining areas as soon as possible after eating;
- 7.11 not keep or use candles or any open flame, lighting or heating equipment anywhere in the Room, the Flat or the Shared Areas nor place objects on top of any heating equipment within the Room, the Flat or the Shared Areas;
- 7.12 not fix blinds to any windows in the Room, the Flat, the Shared Areas or anywhere else in the Property without the Management Company's prior written consent. If the Tenant fixes blinds to any windows without such consent, the Landlord or the Management Company may request that the Tenant remove the blinds and repair any damage caused and the Tenant shall pay to the Landlord on demand the reasonable costs it incurs in remedying any failure to comply with this obligation;
- 7.13 comply with any reasonable written regulations issued from time to time by the Management Company in connection with the use of the Shared Areas and/or Shared Items and conduct in the communal areas of the Property generally;
- 7.14 not affix any notice, poster or similar article anywhere in the Property) (for the avoidance of doubt including in the Room or the Flat) except on the notice boards (if any) and shall make good any damage caused to the reasonable satisfaction of the Management Company or pay the Landlord's reasonable costs incurred in remedying any failure to comply with this obligation;
- 7.15 comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Room and the Flat and general conduct in the Property;
- 7.16 comply with all laws and recommendations of the relevant suppliers relating to the use of services and utilities serving the Room or Shared Areas;
- 7.17 not park or allow any visitor to park any car or other vehicle on the grounds of the Property without a permit where applicable.
- 7.18 not sub-let or assign the whole, or any part, of the Room or any of the Tenant's rights under this Agreement nor part with possession or share occupation of the Room or the Flat;

Note to Tenant "Sub-letting" means renting the Room to another person or persons. "Assigning" means transferring rights under this Agreement to another person or persons.

- 7.19 use best endeavours to ensure that the Tenant's visitors comply with Clauses 6 and 7 of this Agreement headed "care of the accommodation" and "proper conduct for communal living";
- 7.20 attend a fire training session arranged by the Management Company;

Note to Tenant the Landlord requires mandatory attendance at a fire training session in the interests of fire safety for persons and property. Times/Dates will be advised at a later date.

- 7.21 not smoke or use an electronic cigarette or any similar device in the Property other than in the outside designated smoking areas;
- 7.22 not bring onto or allow to be stored or kept or used within the Room, the Flat or Property and to report to the Landlord or any of its staff the presence of any:
- 7.22.1 animals or pets of any description;
- 7.22.2 liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
- 7.22.3 illegal drugs or substances whether for the Tenant's own use or otherwise unless prescribed by a bona fide medical practitioner; and
- 7.22.4 weapons or imitation weapons of any form.
- 7.23 not commit any form of harassment on the grounds of race, religion, sex or disability or any other act which may become a nuisance or annoyance, or cause offence to any other occupiers or visitor, or to any owner or occupier of any neighbouring property nor to commit any breach of the Equality Act 2010;
- 7.24 not alter or add to the Room, the Flat or Property or re-decorate the whole or any part of it or the interior, or allow anyone else other than the Management Company or those authorised by the Management Company to do so;

7.25 not use the Room, the Flat or the Property or any part of it, or allow anyone else to use the Room, the Flat of the Property or any part of it, for any activity which is dangerous, offensive, noisome (including the playing of loud music at any time) illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or the occupiers of the Flat, the Property or any neighbouring property;

7.26 run a trade or business from the Room, the Flat or the Property;

7.27 not act or fail to act in a way which will or may result in any policy of insurance in respect of the Property becoming void or voidable or whereby the premium or excess therefore and therein may be increased or whereby the insurers may refuse to pay out any part of an insurance claim;

7.28 not install any wireless or television pole, aerial, satellite dish or apparatus on the Property;

7.29 not use, threaten, harass or commit any violence against any other occupier, bona fide visitor, the Management Company or the Landlord or any of the Landlord's or Management Company's staff or agents;

7.30 not expose or allow to be hung any laundry washing or other items so as to be visible from outside the Room or the Flat and not to dry clothes on any storage or electrical convector or fan heaters;

7.31 not affix anything to any window, window ledge or other external part of the Room or the Flat;

7.32 not store bicycles in the Room, the Flat or any access ways or staircases but instead will store any bicycle in the designated bicycle storage areas. In the event that the Landlord is required to remove any bicycle stored in breach of this clause the Tenant shall compensate the Landlord for any costs, losses or damages it incurs (or the proportion of such costs as determined by the Landlord (acting reasonably)) to remove any bicycle stored in breach of this obligation; and

7.33 take reasonable precautions to keep the Room and (in co-operation with the other occupiers of the Property), the Flat and the Shared Areas, free from infestation from vermin, rodents, insects or animal fleas. In the event that the Landlord is required to fumigate and/or clean any affected parts of the Room, the Flat or the Shared Areas (as applicable) due to such infestation arising as a result of action or inaction by the Tenant, the Tenant shall pay to the Landlord on demand the costs incurred by the Landlord (or the proportion of such costs as determined by the Landlord (acting reasonably) to rectify and/or remove the cause of such infestation.

8. ACCESS BY THE LANDLORD

8.1 The Tenant must permit the Landlord and Management Company and their agents with any necessary contractors and workmen to enter the Flat and the Room at all reasonable times upon 24 hours' prior notice (or in the event of emergency at any time without notice) in order to:

8.1.1 carry out its obligations under this Agreement;

8.1.2 show the Property (including the Room, the Flat and the Shared Areas) to prospective new tenants;

8.1.3 examine the state and condition of the Room and the Flat, the Shared Items and the Room Items;

8.1.4 carry out any repairs or redecoration to the Room, the Flat, neighbouring rooms or the Property that are reasonably necessary pursuant to the Landlord's and Management Company's responsibilities under this Agreement or by statute and for any other reasonable purpose in connection with the management of the Property;

8.1.5 comply with all statutory requirements (including all regulations, bye-laws, notices, directions, orders and the requirements of any competent authority) affecting the Room, the Flat or the Property;

8.1.6 to take gas, electricity or water meter readings;

8.1.7 to inspect the Room for the purpose of preparing an EPC and Recommendation Report for the Room or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained; or

8.1.8 for any purpose mentioned in this Agreement or connected with the Landlord's interest in the Room or any other room within the Property.

8.2 In the event that the Landlord requires possession of the Room, the Flat or the Property for the purposes of redevelopment the Landlord will have the right to relocate the Tenant to a Room or Flat of similar quality and amenity and if such a similar Room or Flat is not available to provide a Room or Flat of better quality and amenity at no additional cost to the Tenant and if at a lower quality and amenity with an appropriate reduction in the rental amount paid.

9. AT THE END OF THIS AGREEMENT

9.1 When this Tenancy comes to an end (however that may be) the Tenant shall:

9.1.1 attend a check out inspection by the Management Company's site management team and sign a copy of the inspection report;

Note to Tenant If the Tenant fails to attend the check-out inspection it will be very difficult for the Tenant to challenge the inspection and any charges levied for damage and disposal of refuse and abandoned items.

9.1.2 vacate the Room and remove all of their belongings from the Property and leave the Room and the Room Items in the same clean state and condition as they were at the beginning of the Term. If the Tenant fails to remove any of their property from the Property within seven days after this Tenancy comes to an end then the Landlord may destroy or sell such property as the agent of the Tenant and the Tenant will indemnify the Landlord against any liability to any third party whose property is sold by the Landlord in the mistaken belief that such property belonged to the Tenant. The Tenant shall also be responsible for any losses, costs or damages it incurs in relation to the storage of such property until it is destroyed, sold or otherwise dealt with and the reasonable costs of moving such property to and from storage. If after 6 months the sale proceeds, net of any disposal, storage and reasonable management costs, have not been claimed by the Tenant then the Landlord shall be entitled to keep them absolutely;

9.1.3 The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority;

9.1.4 jointly and severally with the other occupiers ensure that the Shared Areas and Shared Items are left in the same clean state and condition as they were in at the beginning of the Term;

9.1.5 ensure that any Room Items or Shared Items which may have been moved during the Term are returned to the location that they were in at the start of the Term; and

9.1.6 return to the Management Company all relevant keys given to the Tenant at the start of the Tenancy, and for any not returned at the end of the Tenancy the Tenant will pay to the Landlord a reasonable administrative and replacement charge.

10. LANDLORD'S RIGHTS TO END THE TENANCY BEFORE THE EXPIRY OF THE FIXED TERM

10.1 The Landlord reserves the right to re-enter the Room if:

10.1.1 the Rent is unpaid for 21 days after becoming payable whether it has been formally demanded or not;

10.1.2 the Tenant is declared bankrupt under the Insolvency Act 1986;

10.1.3 the Tenant has breached this Agreement;

10.1.4 any of the grounds for possession stated in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) occur or apply as follows:

10.1.4.1 the court will grant an order for repossession if:

(i) Ground 2: at the time that the Mortgagee or lender serves notice under section 2 of the Housing Act 1998 relating to proceedings for possession.

(ii) Ground 7: the Tenant dies.

(iii) Ground 8: at the time that the Landlord serves notice under section 8 of the Housing Act 1998 relating to proceedings for possession and at the date of the court hearing, at least one instalment of Rent has been unpaid for at least three months after becoming payable;

10.1.4.2 the court may grant an order for repossession if:

(iv) Ground 7A: the Tenant is convicted of certain offences.

(v) Ground 7B: the Tenant is disqualified from occupying the tenancy due to immigration status.

(vi) Ground 10: at the time that the Landlord serves notice under section 8 of the Housing Act 1998 relating to proceedings for possession and at the date of the court hearing, any Rent remains unpaid;

(vii) Ground 11: whether or not any Rent is unpaid at the date on which proceedings for possession are commenced, the Tenant has persistently delayed paying any Rent;

(viii) Ground 12: the Tenant has breached or failed to perform any of its obligations under this Agreement (other than payment of Rent);

(ix) Ground 13: the condition of the Room, the Flat or the Shared Areas have deteriorated because of any act, omission, neglect or default of the Tenant or anyone living with the Tenant;

(x) Ground 14: the Tenant or anyone living with or visiting the Tenant:

(A) have been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality of the Property or the Landlord, the Management Company or any of the employees of the Landlord or the Management Company that carry out the Landlord's obligations under this Agreement; or

(B) has been convicted of using the Room, the Flat or any part of the Property for immoral or illegal purposes or an indictable offence committed in, or in the locality of, the Property;

(xi) Ground 15: The condition of any furniture has, in the opinion of the court, deteriorated owing to ill-treatment by the Tenant or any other person living with the Tenant;

(xii) Ground 17: The Tenant (or any person acting at the instigation of the Tenant) has made a false statement knowingly or recklessly, inducing the Landlord to grant this Tenancy to the Tenant;

10.1.5 the Tenant ceases to be a full-time student; or

10.1.6 fire damage renders the Room unfit for occupation or the flat unfit for use.

This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession

10.2 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

10.3 If the Landlord (acting reasonably) considers that the Tenant is jointly responsible (i.e. together with others) for a breach of this Agreement or a failure to fulfil any of its obligations under this Agreement then the Tenant shall be liable to compensate the Landlord for a proportion of the costs, expenses or damages incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations. The proportion will be determined by the Landlord (acting reasonably).

10.4 If the Landlord re-enters the Room pursuant to this Clause 10, then the Tenancy shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant.

Note to Tenant The Tenant should be aware that in virtually all of the circumstances referred to in Clause 10.1 the Landlord will not be able to repossess the Room without first obtaining a Court Order and the Tenant may have rights to contest forfeiture proceedings. If the Landlord is seeking to repossess then the Tenant should consider taking legal advice (for example, from a Citizens Advice Bureau).

11. TENANT INDEMNITY

If the Tenant ceases to be a full-time student but continues to live in the Room then the Tenant must within seven days of written demand from the Landlord reimburse and indemnify the Landlord in respect of any Council Tax due in respect of the entire Flat as a result of the Tenant's continued occupation of the Room.

Note to Tenant Whilst the Tenant is a student he/she does not trigger a Council Tax charge. If the Tenant ceases to be a student and continues living in the Property this may trigger a Council Tax charge for the whole Flat. The Landlord expects the Tenant to be responsible for this and any other Council Tax consequences of ceasing to be a student.

12. LANDLORD'S OBLIGATIONS

12.1 The Landlord agrees to:

12.1.1 provide the Tenant with suitable means of access to and egress from the Room;

12.1.2 allow the Tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference; and

12.1.3 carry out those repairs for which liability is imposed under section

11 of the LTA 1985 (if applicable to the Tenancy);

Note to Tenant Section 11 of the Landlord and Tenant Act 1985 (where applicable) imposes certain liabilities on the Landlord in connection with the structure and exterior parts as well as plumbing, sanitary conveniences and installations such as electrical wiring and gas piping.

12.1.4 comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments;

- 12.1.5 insure against damage by the Insured Risks the buildings comprised in the Property, the Room Items and the Shared Items (and for the avoidance of doubt, the Landlord will not insure the Tenant's personal possessions and the Landlord accepts no liability for loss or damage to the Tenant's personal possessions);
- 12.1.6 make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant;

Note to Tenant the Landlord will not insure items other than the Room Items and the Shared Items.

12.2 The Landlord shall not be required to:

- 12.2.1 carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or
- 12.2.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Room.

13. GUARANTEE AND INDEMNITY

- 13.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.
- 13.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 13.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this Agreement.
- 13.3 The liability of the Guarantor under clause 13.1 and clause 13.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this Agreement.
- 13.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 13.4.1 any time or indulgence granted by the Landlord to the Tenant;
- 13.4.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them;
- 13.4.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this Agreement;
- 13.4.4 the Landlord taking any action or refraining from taking any action in connection with the Deposit; or
- 13.4.5 the Tenant dying or becoming incapable of managing its affairs.

14. NOTICES

- 14.1 Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
- 14.1.1 sent by first class post or left at the Management Company's address given at paragraph 1 of the Particulars; or
- 14.1.2 sent to the Management Company's fax number or email address if given at paragraph 1 of the Particulars.
- 14.2 Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
- 14.2.1 sent by first class post or left at the Tenant's address given at paragraph 1 of the Particulars; or
- 14.2.2 sent to the Tenant's email address given at paragraph 1 of the Particulars.
- 14.3 Any notice sent to the Guarantor under or in connection with this Agreement shall be claimed to have been properly served if sent by first class post or left at the Guarantor's address as stated in paragraph 1 of the Particulars.
- 14.4 Any notice sent by first class post shall be deemed to have been received the second day after it was sent and if delivered by hand, at the time the notice is left at the proper address.
- 14.5 For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is the Management Company's address as stated at paragraph 1 of the Particulars.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of England and Wales.
- 15.2 This Agreement has been entered into on the date stated on the cover page, page 1 and under the Landlord's signature below.

16. THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES REGULATIONS) 2013

- 16.1 The Tenant has the right to cancel this tenancy before the commencement of the Term within 14 days of signing this Agreement.
- 16.2 The cancellation period will expire after 14 days from the day this Tenancy is signed and dated.
- 16.3 The Tenant to exercise the right to cancel, must to inform the Landlord of the Tenant's decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail) within the cancellation period.
- 16.4 If the Tenant cancels this Tenancy in accordance with this clause 16 then the Landlord will reimburse the Tenant any payments received from the Tenant or Guarantor without undue delay and not later than 14 days after the day on which the Landlord is informed about the Tenant's decision to cancel this Tenancy and using the same means of payment as used for the said payments.
- 16.5 The Tenant taking occupation of the Room will be deemed acceptance of this Tenancy and waiver of any right to cancel the Tenancy under this clause 16.

17. EXCLUSION OF THIRD PARTY RIGHTS

It is not intended that any term of this Agreement is enforceable by a person, other than the Management Company, under section 1 of the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE 1

(Rights granted to the Tenant)

- 1. The use in common with all other persons authorised by the Landlord the Shared Items, Shared Areas and other communal facilities within the Property.
- 2. The use of any broadband facilities within the Room and the Flat subject to compliance with Clause 6.1.16.

Before signing this Agreement the Tenant should read the following notes

This Agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he/she will be bound for the whole of “the Term” (as defined above) and will not be released from his/her obligations (for example to pay Rent) until the Term expires. The Tenant and the Guarantor will remain liable for any breach arising during the Term notwithstanding the expiry of the Term.

Tenant

Signed by the Tenant
Dated by the Tenant

Landlord

Signed on behalf of the Landlord
Dated by the Landlord

It is agreed between the Landlord and the Tenant that the date on which this signature above and references to “the date of this Agreement” in this document shall be construed accordingly.