

TENANCY AGREEMENT



Academic year Sept 2012/13

**TERMS AND CONDITIONS
of
STUDENT TENANCY**

The tenancy will be governed by English law which international tenants may find is different to the law which applies in their own country. Take advice before making a commitment if you feel you need it. If you have any queries regarding the tenancy or these terms and conditions, please contact the Agent, whose details are given below. The Agent will not give you legal advice, but may be able to clarify anything you do not understand.

On completion of the Landlord's on-line booking process, a tenancy agreement is made between the Landlord and the Tenant on these terms and conditions. The Agent will confirm completion of the on-line booking process by sending an e-mail to the Tenant when the Tenant has met the pre-conditions and formalities identified in the booking process. The date of that e-mail will be the date of the Tenancy Agreement.

1 Definitions and interpretation

1.1 In the Tenancy Agreement and in these Terms and Conditions the following words shall have the meanings given to them in this clause.

Guarantor The person standing as guarantor to guarantee the performance of the Tenant's obligations in the Tenancy Agreement

Landlord Derwent Housing Association Limited (Trading as Derwent Living) of No.1 Centro Place, Pride Park, Derby, DE24 8RF registered with the Housing Corporation under Section 3 of the Housing Act 1996 and with number L 0715 and until further notice this shall be the Landlord's address for all communications (including the service of legal proceedings) in connection with this Tenancy Agreement

Fax: 01332 295025
E-mail: info@derwentliving.com

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| Tenant | The person who has accepted the Landlord's offer of a tenancy of the Accommodation |
| Accommodation | The room that was the subject of the successful application made by the Tenant as specified in the Landlord's offer of accommodation and confirmation of Tenancy Agreement (or such other Accommodation owned by the Landlord as the Tenant may occupy) |
| Accommodation Contents | the fixtures fittings and equipment listed on the Inventory as being provided in the Accommodation |
| Building | the student housing development as selected by and offered to the Tenant in the booking process and which includes the Accommodation and the Cluster Flat and the Common Parts |
| Building Common Parts | all structural elements and the exterior of the Building (including the structure and exterior of the Cluster Flats) all conducting media serving the Building and any other parts of the Building which are not in a Cluster Flat, including any cycle and bin stores, communal gardens or landscaped areas, parking areas and those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation |
| Building Contents | the contents listed on the Inventory as being provided by the Landlord at the Building and which are not within a Cluster Flat |
| Cluster Flat | a flat within the Building comprising bedrooms and the kitchen, bathroom, living and access ways within the flat for the shared use by the occupiers of the bedrooms. "The Cluster Flat" is the Cluster Flat where the Accommodation is situated |

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|----------------------|---|
| Cluster Common Parts | all areas in a Cluster Flat which are not in a bedroom, including the entrance door to the Cluster Flat |
| Cluster Contents | the contents listed on the Inventory as being provided by the Landlord in Cluster Common Parts |
| Common Parts | The Cluster Common Parts and the Building Common Parts |
| Contents | The Accommodation Contents, Cluster Contents and Building Contents or any of them as the context requires |
| Deposit | £250.00 |
| Fees | the fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with (i) these terms and conditions and (ii) the Tenant's application for the Accommodation |
| Inventory | the inventory provided by the Landlord to the Tenant |
| Rent | the sum identified in the booking process as being the rent payable for the Accommodation (and set out in the Landlord's offer) payable in advance by three instalments on or before the Rent Dates and this sum includes charges for gas and electricity and charges for water supply. |
| Rent Dates | The dates upon which the instalments of Rent are payable as identified in the booking process and confirmed by the Landlord's email to the Tenant when the Tenancy Agreement is confirmed |
| Rights | (a) to use the Building Common Parts and the Cluster Common Parts, sharing them with other residents (b) to use the Building Contents and the Cluster Contents allocated to the Accommodation, for their intended purpose and sharing them with other residents (c) to have the Services provided |

- Services
- (a) maintenance (including external window cleaning), repair and insurance of the Building
 - (b) cleaning and lighting of the Building Common Parts
 - (c) hot and cold running water supply to the Cluster Flat and the Accommodation
 - (d) electricity and gas supply to the Cluster Flat and the Accommodation (subject to additional charges for high consumption, as set out in clause 4.9)
 - (e) insurance of the Tenant's possessions (in accordance with the policy details supplied to the Tenant)
 - (g) disposal of rubbish deposited in proper receptacles provided in the Building
 - (h) security of the Building

Tenancy Agreement means the agreement for the occupation of the Accommodation made or to be made between the Landlord and Tenant via the media of the internet and email, of which these Terms and Conditions form part

Tenancy Period the period of weeks selected by the Tenant in the booking process and confirmed in the Landlord's offer of a tenancy of the Accommodation

1.2 Words indicating a male gender include females.

1.3 Where these Terms and Conditions require notice or consent, that notice or consent must be in writing but this can include fax or email as long as it is sent to the numbers or addresses given in these Terms and Conditions or subsequently.

1.4 It will be reasonable for the Landlord to refuse consent if the Landlord itself needs permission and is not able to obtain it.

1.5 The word "including" means "including, but not limited to" and any list that follows the word "including" is not an exhaustive list.

1.6 The Landlord's rights in the Tenancy Agreement may be exercised by the Agent and the Landlord's Obligations may be delegated to the Agent. Notices which should be given by

the Landlord or to the Landlord will be properly given if they are given by the Agent or to the Agent. Where the Tenant or the Guarantor is required to seek Landlord's consent, the Landlord's consent is deemed to be given if the Agent consents.

2 Guarantee

- 2.1 The Tenant will, as a pre-condition of the Tenancy Agreement, procure that a person who is either in full-time employment or a home-owner will guarantee the performance of the Tenant's obligations in the Tenancy Agreement.
- 2.2 The guarantee will be in the Landlord's standard form, and can be viewed on the student website (guarantee form).
- 2.3 The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a guarantee.

3 Grant of Tenancy

- 3.1 By confirming satisfactory completion of the on-line booking process (in an e-mail to the Tenant) the Landlord agrees to grant a tenancy of the Accommodation, together with the Rights, for the Tenancy Period on these terms and conditions and on the terms and conditions set out in the Agent's e-mail offering the Accommodation to the Tenant. The tenancy reserves the Rent to the Landlord, as well as the access rights in these terms and conditions. Once the Agent has sent the e-mail confirming completion of the on-line booking process, the Tenant agrees to take the tenancy, subject to any cancellation rights the Tenant may have.
- 3.2 Where a person does not complete the on-line booking process but subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy of the Accommodation by the act of moving in, and that tenancy shall be subject to these terms and conditions.

4 Tenant's Obligations

- 4.1 To pay the Rent in the specified instalments on or before the Rent Dates by direct debit or by secure electronic payment via the means offered at the website

www.webpagemarketing.co.uk (or such other payment method as the Landlord or Agent may have previously agreed in writing) PROVIDED THAT:

- 4.1.1 if the Tenancy Period is for more than 42 weeks and the Tenant pays all the Rent in one advance payment before [31st October 2012] the Landlord shall reduce the Rent payable for the Tenancy Period by £175.00.
- 4.1.2 To pay the Landlord a Fee of 1.5% of any amount paid by credit card such fee to be paid at the time the credit card payment is made. The fee is to cover the handling fees charged by the Landlord's bank and is not charged on debit card payments.
- 4.2 To pay any Fees which are due within 14 days of the Landlord's invoice.
- 4.3 To pay interest at 1% above the base lending rate of National Westminster Bank plc on Rent Fees or any other sum payable under the Tenancy Agreement if it is more than 14 days overdue. In the event of non payment, the Tenant gives the Landlord and the Agent permission to allow the Landlord and the Agent access to the Tenant's University records in order to obtain the Tenant's forwarding address.
- 4.4 To pay the Landlord's and Agent's reasonably incurred costs in enforcing the Tenant's obligations in the Tenancy Agreement and the proper cost of making good any loss or damage arising from the Tenant's breach of them (including where reasonably necessary the costs and fees payable to a debt collection agency (which are likely to be 17.5% of the debt) and the proper and reasonable cost of tracing the Tenant and Guarantor (current charge £45.00).
- 4.5 Where damage or loss occurs within the Building or the Cluster Flat and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss PROVIDED THAT the Landlord shall not charge tenants under this clause where it is apparent that the loss or damage was not caused by a resident or invited visitor.
- 4.6 4.6.1 Unless it is the local authority's policy not to issue them, to hold a current Council Tax exemption certificate and produce it to the Landlord within 7 days of the Landlord's request; and
- 4.6.2 to reimburse the Landlord for any Council Tax charged on the Accommodation (and a fair proportion of any Council Tax charged on the Building) or the Cluster Flat as a result

of the Tenant's failure to comply with clause 4.6.1 or as a result of the Tenant not having exempt status for Council Tax purposes.

- 4.7 To pay to the supplier all charges for telephone and other telecommunications services to the Accommodation (including calls, line rental, connection and disconnection) unless this is included in the Rent
- 4.8 To pay to the supplier all charges for satellite or cable television services supplied to the Accommodation (including line and equipment rental, programme supply, connection and disconnection) unless this is included in the Rent.
- 4.9 To pay to the Landlord within 14 days of demand the proper and reasonable charges for all electricity and gas used at the Accommodation in excess of the average consumption allowance of £11.00 per week included in the Rent. If the Accommodation is not separately metered, the Landlord will work on the basis of average consumptions in the Building (acting fairly and impartially). No allowance will be made to one occupier who believes they have used less energy than another, if the Accommodation is not separately metered
- 4.10 To keep the Accommodation and (jointly with other occupiers) the Cluster Common Parts and their Contents in a clean and tidy condition and not to do anything which makes the Building Common Parts or the Building Contents dirty or untidy or which damages them. The Landlord shall be entitled to carry out inspections to ensure compliance with this clause, but will usually give 24 hours notice before entering the Accommodation. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord shall be entitled to have the work carried out and re-charge the cost (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers) to the Tenant. In addition to the cost of the work, the Landlord shall be entitled to charge an administration fee equivalent to 10% of the cost of the work, the cost of the Agent having to arrange the work and carry out the re-inspection. The Tenant shall pay these charges within 14 days of the Landlord's invoice for them and shall be liable to pay interest on any late payments.
- 4.11 Not to affix anything (including aerials, cables or satellite dishes) to the exterior of the Building.

4.12 To check the Inventory and report any discrepancy to the Agent within 7 days of the Tenant starting to occupy the Accommodation. **WARNING** If there is any damage to the Accommodation or the Cluster Flat or the Contents at the end of the tenancy the Tenant may find it difficult to prove that she/he was not responsible, if she/he failed to report the problem at the start of the tenancy.

4.13 4.13.1 Not to remove any of the Contents from the Accommodation or the Common Parts to which they are allocated;

4.13.2 to use the Contents carefully and not damage them;

4.13.3 to pay the Landlord for repair or replacement of any lost or damaged Contents (unless caused by fair wear and tear, or recovered on the Landlord's insurance). Charges for replacing Contents are set out on the Inventory; charges for repair will be the proper and reasonable costs of repair which the Landlord incurs as a result of the damage; and

4.13.4 to leave the Contents in their original positions at the end of the Tenancy Period.

4.14 4.14.1 Not to remove anything which is attached to any part of the Building;

4.14.2 Not to fix anything to any part of the Building;

4.14.3 Not in any way to change, damage, re-decorate or attempt to repair any part of the Building or the Contents.

and to reimburse to the Landlord the proper and reasonable cost of making good or reinstating any removal, attachment, alteration or damage (unless it caused by fair wear and tear or recovered on the Landlord's insurance).

WARNING: Damage or marks caused by fixing things to the walls, floor, ceiling, windows or doors will not be treated as fair wear and tear. If the Tenant wishes to display notices or posters, the Tenant should use only the notice board provided for that purpose. If the Tenant marks a surface by using Blu Tack, Sticky Stuff, Poster Putty or similar products, and the mark will not clean off, the Landlord shall be entitled to charge the Tenant a contribution towards the cost of redecorating the surface. The cost of redecorating will be reduced by 20% for each year that has elapsed since the surface was last redecorated. In

addition to redecoration charges, the Landlord will charge the Tenant for the cost of repairing holes caused by nails, pins or screws.

- 4.15 Not to do anything which may cause damage to the electrical installation or equipment in any part of the Building
- 4.16 Not to put anything harmful in or do anything likely to block the drains or pipes serving the Building and to take reasonable precautions to prevent pipes from freezing in the Accommodation and (jointly with the other occupiers) the Cluster Flat
- 4.17 Promptly to report to the Agent any failure of the Services and any damage to the Contents, or the Building (or any part of it)
- 4.18 Not to bring any non-portable electrical appliance with a high wattage (above 200w including portable heater, fridge, freezer, washing machine or dishwasher into the Accommodation or the Building and not to bring any additional furniture into the Accommodation or the Building without the Landlord's consent (which will not be withheld unreasonably)
- 4.19 Not to obstruct corridors or fire escapes or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's property at risk. Weapons, replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items being used as weapons will always be treated as being unsafe in a student residence and their possession or use in the building will be treated as a serious breach of the Tenancy Agreement
- 4.20 Not to make any duplicate keys or change the locks to the Accommodation and at the end of the tenancy to hand back the Accommodation to the Agent in a good re-lettable condition, together with all keys and access devices and:
- 4.20.1 If the Tenant chooses to move out of the Accommodation before expiry of the Tenancy Period, the tenancy will continue unless and until it is terminated in accordance with clause 7.5, and returning the keys to the Agent will not in itself be sufficient to end the tenancy;
- 4.20.2 If the Tenant does not return all keys and access devices to the Agent at the end of the tenancy the Landlord or the Agent will use reasonable endeavours to contact the Tenant to request their return. After 48 hours from the end of the tenancy if the Tenant has not

returned all keys and access devices to the Agent the Landlord or the Agent may change the locks (as long as the Tenant has vacated) and charge the Tenant the proper and reasonable cost of changing the locks (current 2011 charge £45 - £60)

- 4.21 Not to allow anyone else to live at the Accommodation (where "live" means they are in residence for more than 2 consecutive nights) whether with the Tenant or instead of the Tenant and not to transfer the tenancy or create a sub-tenancy. If the Tenant does not comply with this clause, the Landlord may terminate this Agreement in accordance with clause 7 and take steps to evict the Tenant and any person who lives in the Accommodation unlawfully.
- 4.22 Not to allow more than one visitor to stay in the Accommodation overnight and not to have an overnight visitor on more than 2 consecutive nights or more than 2 nights in the same week (Sunday to Saturday). Not to have more than 3 visitors in the Accommodation at any one time. If the Tenant has more than the permitted number of visitors or visits, the Landlord shall be entitled to charge the Tenant for the additional occupation at the same rate per person as the Rent, without in any way acknowledging that the additional occupier(s) live in the Accommodation lawfully. The Tenant must pay the charges for over-occupancy within 14 days of the Landlord's invoice. The Landlord shall also be entitled to claim from the Tenant the Landlord's net losses arising as a result of the Tenant having more visits or visitors than are permitted in this agreement. For example, if another occupier leaves because the Tenant frequently exceeds the permitted visits, the Landlord may claim most of the lost rent from the Tenant.
- 4.23 To be responsible for all the Tenant's invited visitors to the Building; to make sure those visitors are aware of the need to behave responsibly and with respect for other residents and to make sure they do so; and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause to any part of the Building.
- 4.24 Not to leave the Accommodation unoccupied for more than one month without the Landlord's consent (which the Landlord will not withhold unreasonably). If the Landlord consents to the Accommodation being left unoccupied this alone will not terminate the tenancy.
- 4.25 To use the Accommodation only as a study bedroom for single residential occupancy (except for any visitor permitted by clause 4.22).

- 4.26 Not to place any posters or notices (other than temporary notices of a domestic nature, such as "Back in 10 minutes") so as to be visible from outside the Accommodation.
- 4.27 Not to bring any animal into the Building unless it is an aid for a person who has a disability
- 4.28 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 4.29 Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Common Parts or outside the Building if it is likely to annoy others. **Persistent breach of this clause, particularly where it occurs between 11.00 pm and 7.00 am on Sunday evenings to Friday mornings and between 11.00 pm and 9.00 am on Friday evenings to Sunday mornings is likely to be anti-social behaviour, which could be reported to the authorities and/or lead to termination of the Tenancy Agreement (see clause 7).**
- 4.30 Promptly to send to the Agent a copy of any communication the Tenant receives which is likely to affect the Landlord, the Accommodation or the Building.
- 4.32 Not to park any vehicle on any part of the Building other than in the designated parking area(s), if any. Where the Building has a parking area, not to park any vehicle other than a private car, small van, motor cycle or bicycle in that area and not to use the parking area for any other purpose but parking. Vehicle cleaning and maintenance are not permitted in the parking area.
- 4.33 Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property.
- 4.34 Not to leave litter or rubbish in any of the Common Parts (other than inside the bins in the bin stores) or any areas neighbouring the Building. The Landlord shall be entitled to carry out inspections to ensure compliance with this clause. If there is evidence of non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord shall be entitled to have the work carried out and re-charge the cost to the Tenant (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers). In addition to the cost of the work, the Landlord

shall be entitled to charge an administration fee, equivalent to 10% of the cost of the work, for having to arrange the work and carry out a re-inspection. The Tenant shall pay these charges within 14 days of the Landlord's invoice for them and shall be liable to pay interest on any late payments. A reasonable timescale for removing rubbish which is a hazard to health or safety is 24 hours.

4.35 To comply with all applicable legislation to avoid the Tenant's actions or negligence having an adverse effect on the Landlord or Agent or on the owners or occupiers of nearby property. The Landlord's policy is one of constructive engagement with the police and other authorities where appropriate and for the purposes of this clause, possession, use, supply or dealing in any of the following will always be treated as a serious breach of the Tenancy Agreement if it happens in the Building or the surrounding area:

4.35.1 controlled drugs;

4.35.2 substances which it is lawful to possess, with intent to induce a hallucinogenic, narcotic or artificially exalted state if that causes a nuisance to neighbours or other occupiers of the Building or damage to the Building or other people's property (and breach of this clause will be considered a serious breach of these terms and conditions);

4.35.3 stolen goods

4.36 Not to smoke in any part of the Building (in order to protect the health, safety and welfare of other people who live and work there). All bedrooms are designated as non-smoking. Smoking in the Common Parts is also a criminal offence and will be treated as a **serious breach** of the Tenancy Agreement.

4.37 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation and the Cluster Flat at all reasonable times during the day for the purposes of viewing, inspection, maintenance and repair. The Landlord will normally give at least 24 hours' notice if access to the Accommodation is required, but will be entitled to have immediate access in an emergency, where the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of these terms and conditions, or where the Landlord has serious concerns regarding the Tenant's welfare. If the Landlord notifies the Tenant that access to the Accommodation is needed, and a time and date for access is agreed, the Landlord shall be entitled to enter the Accommodation at the agreed time whether or not

the Tenant is present, but only for the purposes of exercising the Landlord's rights and/or carrying out the Landlord's or the Agent's obligations . The Landlord does not need to give the Tenant notice before entering the Cluster Common Parts, but will usually try to do so.

4.38 At the end of the Tenancy Period:

4.38.1 to clean the Accommodation and (jointly with other occupiers) the Cluster Common Parts

4.38.2 to leave the Accommodation and the Cluster Flat and clear them both of all the Tenant's possessions and any rubbish

4.38.3 to make sure all Accommodation Contents and (jointly with other occupiers) Cluster Contents, are in the condition as described in the Inventory and left in their original positions

4.38.4 to return to the Agent all keys and access devices to the Accommodation, the Cluster Flat and the Building.

4.39 To comply with any reasonable request by the Landlord or Agent not to invite to the Accommodation or any part of the Building any person whom the Landlord reasonably suspects of being a convicted criminal or of having committed any crime or act of nuisance which the Landlord reasonably considers would be detrimental to management of the Building or the interests of its occupiers.

4.40 Not to use any chip pans, deep fat fryers or similar cooking equipment using a heated container holding oil more than 1cm deep in any part of the Building.

4.41 Not to light candles, joss-sticks or any portable gas or oil burning fires in any part of the Building.

4.42 Not to smoke cigarettes or pipes of any kind or use any other smoking or burning apparatus in the Building, which includes the study bedroom, kitchen, lounge area, hallway or any other communal circulation areas such as stairwells, lifts, common rooms and offices.

5 Landlord's obligations

- 5.1 To provide the Services (subject to the Tenant paying any Fees due for them)
- 5.2 Except in the case of an emergency or for reported repairs or where the Landlord has reasonable cause for concern about the Tenant's welfare or to investigate a suspected or persistent a serious breach of the Tenant's obligations to give the Tenant at least 24 hours notice prior to entering the Accommodation
- 5.3 Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary
- 5.4 Not to disclose personal information obtained from the Tenant or the Guarantor except as permitted by clause 6.2 of these terms and conditions
- 5.5 To return the Deposit (or balance after making any proper deductions) to the Tenant promptly after the termination of the tenancy and to account for any deductions which are made.
- 5.6 To return the Deposit (or balance after making proper deductions) to the Tenant promptly after the termination of the tenancy and to account for any deductions which are made by the most convenient method. If returned by cheque the Tenant must bank the cheque within 6 months of the issue date otherwise payment may be refused. If a replacement cheque is requested the sum of £ 10 for each additional cheque will be deducted in order cover the cost of the banking fee and administration fee incurred by the Landlord. Because the tenancy will not be an assured shorthold tenancy the Landlord is not required to place the Deposit in an approved tenancy deposit protection scheme or give the Tenant any prescribed information about such schemes. All Deposit's will be paid to the Tenant irrespective of who paid the Deposit at the start of the tenancy.

6 Other conditions

- 6.1 The Landlord shall be entitled to use the Deposit (or a proper proportion of it) to pay for any loss arising as a result of any breach of the Tenant's obligations in the Tenancy Agreement (including non-payment of any sum which the Tenant should have paid and the Landlord's and the Agent's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers).

- 6.2 The Tenant and the Guarantor hereby authorise the Landlord and the Agent to use their personal data for all lawful purposes in connection with the Tenancy Agreement (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to the Tenant or to others at the Building or to the Landlord's or Agent's or other people's property). The Landlord and the Agent may share information about the Tenant with the Tenant's educational institution and/or with the Guarantor where it is reasonable and appropriate to do so. Sharing of information will usually only occur where there is a cause for concern regarding student care, welfare or behaviour but for the avoidance of doubt the Tenant hereby authorises the Landlord to share the Tenant's sensitive personal data with the Tenant's educational institution and/or with the Guarantor for all reasonable purposes connected with the tenancy. If the Tenant has not complied with their obligations in this agreement the Landlord may refuse to give a reference, or may give an adverse reference as long as it is factually correct.
- 6.3 The Landlord's liability for loss or damage to person or property is excluded unless the loss or damage is caused by the Landlord's negligence, breach of statutory duty or breach of obligation in the Tenancy Agreement (which includes the acts or omissions of the Landlord's employees or agents).
- 6.4 The Landlord is not liable to repair any damage caused by the Tenant unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or the Landlord has a statutory obligation to do so. If the Landlord has a statutory obligation to repair the Landlord may nevertheless claim the cost of doing so from the Tenant where it was the Tenant who caused the need for repair. If the Landlord (acting reasonably and after proper investigation) is persuaded that the Tenant caused damage deliberately or recklessly, the Landlord may claim the cost of repair from the Tenant instead of claiming against insurance.
- 6.5 The Landlord may temporarily suspend use of the Common Parts if they are not kept in a clean and tidy condition by the residents using them (provided that this does not create any health risk).
- 6.6
- 6.6.1 The Landlord is entitled to remove from the Accommodation or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk or which (in the Landlord's reasonable opinion) is likely to cause damage to the Building but

(unless perishable) will if requested return it to the Tenant on the termination of the tenancy (proper and reasonable removal and storage costs being payable by the Tenant);

- 6.6.2 If the Landlord has to clear rubbish left anywhere other than the bin stores, and cannot find out who left it there, the Landlord will be entitled to charge the proper and reasonable costs of removing it to the residents who have access to the area where the rubbish was left.
- 6.6.3 The Landlord is entitled to remove any item left at the Building by the Tenant at the end of the Tenancy Period and shall not accept any implied appointment as bailee in respect of any item that might be left at the Building and shall not be obliged to return any such item to the Tenant, although if an item is of obvious value the Landlord will deal with it in accordance with clauses 6.6.4 to 6.6.7.
- 6.6.4 The Landlord will use reasonable attempts to contact the Tenant if any item of obvious value is left at the Accommodation but if the Landlord (despite reasonable efforts) is not able to contact the Tenant, or if the Tenant does not collect the item from the Landlord, or give the Landlord directions as to where to send it, within a reasonable time of the Landlord making contact, then the Landlord shall be entitled to sell the item for the best price reasonably obtainable.
- 6.6.5 If the Tenant requests the Landlord to forward an item, the Landlord may require the Tenant to pay the costs of postage or shipment (where the costs exceed £2.50) before agreeing to send the item. Provided the Landlord has addressed the item as requested by the Tenant, and obtained a certificate of posting, the Landlord shall not be liable to the Tenant if the Tenant does not then receive the item. Items will not be sent recorded, insured or special delivery unless the Tenant requests it and pays the shipper's costs in advance of despatch.
- 6.6.6 If the Landlord is entitled to sell an item under this clause, 6.6 the Landlord may use a proper and reasonable amount from the proceeds of sale in or towards payment of any debt which the Tenant owes to the Landlord and will also be entitled to deduct the proper and reasonable costs of effecting the sale and forwarding the proceeds, but will otherwise promptly return the proceeds (or the balance of them) to the Tenant.

6.6.7 If it is not possible (despite reasonable efforts) for the Landlord to contact the Tenant, or if after making initial contact it is then not possible for the Landlord to return any proceeds of sale to the Tenant's last known address or card account, then the Landlord shall be entitled once 6 months have expired after the end of the Tenancy Period to use the proceeds to pay for new Contents for the Building. This clause does not affect the Tenant's right to the proceeds of sale, if the Tenant claims them subsequently, but the Tenant shall not be entitled to demand a return of any item which the Landlord has sold as permitted by this clause.

6.7 Right to carry out building works on adjoining land

6.7.1 The Landlord reserves full rights at any time during the Tenancy Period to carry out building works on and to alter or rebuild any buildings already erected on any adjoining or neighbouring property and to use such adjoining or neighbouring property or any existing or future buildings in such a way as the Landlord thinks fit.

6.7.2 Whilst the Landlord will use all reasonable endeavours to minimise inconvenience to the Tenant, and where possible give advance notice of any works, the rights in clause 6.7.1 shall apply even though access of light and air to the Building may be affected or the amenity of or access to the Accommodation or Building may be temporarily obstructed altered or interfered with and / or some noise, vibration or dust may be experienced during any programme of works.

6.8 The tenancy of the Accommodation shall be a student tenancy under paragraph 8 of Schedule 1 to the Housing Act 1988.

6.9 The Landlord shall not be liable to the Tenant under the implied covenant for quiet enjoyment for the actions or negligence of any other occupier in the Building if the other occupier's act or neglect is in excess of their own legal rights or in breach of the terms of their tenancy agreement.

6.10 The Guarantor's obligations can only be brought to an end as stated in the guarantee agreement and not by any early termination of the tenancy or the Tenancy Agreement

6.11 The Tenancy Agreement is not intended to confer any benefit to anyone who is not a party to it

6.12 The Tenancy Agreement contains all the terms agreed to by the parties at the time it comes into effect and any variation to the terms will only be effective if agreed between the Tenant and the Landlord. The Landlord will confirm any agreed variation to the Tenant in writing at the time the variation is made

7 Termination of the Tenancy Agreement

- 7.1 The Landlord may terminate the Tenancy Agreement at any time before the first day of the Tenancy Period if the Tenant does not achieve the examination results required to start or continue their course of study at their chosen university or college. The Tenant has an obligation to notify the Agent promptly as soon as she/he becomes aware that she/he will not be able to start or continue his/her course. Failure to notify the Agent in good time reduces the possibility of finding a replacement occupier, and may make the Tenant liable to continue paying Rent, even though, as a non-student, she/he is not eligible to occupy the Accommodation.
- 7.2 Unless the Tenant has made arrangements with the Landlord for late arrival the Landlord shall be entitled to terminate the Tenancy Agreement without notice to the Tenant if the Tenant has not taken up residence within 3 days of the start of the Tenancy Period but the Tenant will be liable for the Rent up to and including the date of termination
- 7.3 The Landlord may terminate the Tenancy Agreement at any time by serving notice on the Tenant if:
- 7.3.1 any payment is overdue by 21 days or more; or
 - 7.3.2 the Tenant is in serious or persistent breach of any of the Tenant's obligations; or
 - 7.3.3 the Tenant is not pursuing or intending to pursue a course of study at a University, Higher Education Corporation or Further Education College; or
 - 7.3.4 in the Landlord's reasonable opinion the health or behaviour of the Tenant constitutes a serious risk to himself or others or to the Landlord's or other people's property; or
 - 7.3.5 the Tenant deliberately or recklessly gave false information to the Landlord or the Agent when applying for a tenancy

- 7.4 The Tenant may terminate the tenancy before the end of the Tenancy Period by exercising their Cancellation Rights set out in clause 8 where applicable
- 7.5 Where the Cancellation Rights set out in clause 8 are not applicable, the Tenant may cancel the Tenancy Agreement or terminate their tenancy by giving written notice to the Landlord, but **the Tenant may incur cancellation Fees and/or continuing liability for Rent** as follows, in accordance with the Agent's cancellation and termination policy (these can be found on the Derwent Living website: www.derwentstudents.com):
- 7.5.1 Where the Tenant notifies the Landlord of cancellation at least 8 weeks before the first day of the Tenancy Period, there will be no cancellation Fees and the Landlord will refund the Deposit to the Tenant;
- 7.5.2 Where the Tenant notifies the Landlord of cancellation before collecting keys for the Accommodation but less than 8 weeks before the first day of the Tenancy Period:
- 7.5.2.1 the Landlord will attempt to re-let the Accommodation.
- 7.5.2.2 the Tenant will remain liable to pay Rent until the Accommodation is let (and for any shortfall in Rent after it has been let if the Landlord is not able to achieve as much Rent as the Tenant would have paid if the Tenancy Agreement had not been cancelled)
- 7.5.2.3 if the Landlord finds a replacement the Tenant will pay the Landlord an administration fee of £50.
- 7.5.2.4 the Landlord shall be entitled to use the Deposit towards payment of any Rent and Fees that the tenant is liable to pay
- 7.5.2.5 the Landlord will refund to the Tenant any part of the Deposit that is not applied towards Rent or Fees.
- 7.5.2.6 the Landlord will refund to the Tenant any pre-paid Rent that exceeds the amount required to discharge the Tenant's liability.
- 7.5.3 Where the Tenant notifies the Landlord of cancellation after collecting the keys to the Accommodation:
- 7.5.3.1 the Landlord will attempt to re-let the Accommodation but it will be the Tenant who has the main responsibility to find a replacement.

7.5.3.2 the replacement must be a full-time University or College student who is reasonably acceptable to the Landlord as a prospective tenant, and who is not already renting accommodation from the Landlord.

7.5.3.3 If the replacement is found then an administration fee of £50 will be charged to the Tenant.

7.5.3.4 the Tenant remains liable to pay comply with the tenancy obligations, including the obligation to pay Rent, for the period until a replacement tenant becomes liable to pay it (and for any shortfall in Rent after it has been let if the Landlord is not able to achieve as much Rent as the Tenant would have paid if the Tenancy Agreement had not been cancelled);

7.5.3.5 the Landlord will decide promptly whether or not a prospective replacement would be an acceptable tenant;

7.5.3.6 the Landlord will be entitled to use the Deposit towards payment of any Rent and Fees that the Tenant is liable to pay and any damage chargeable to the Tenant,

7.5.3.7 the Landlord will refund to the Tenant any part of the Deposit that is not applied towards payment of Rent or Fees or payment for damage;

7.5.3.8 the Landlord will refund to the Tenant any pre-paid Rent that exceeds the amount required to discharge the Tenant's liability for rent or chargeable damage

7.5.4 The terms and conditions relating to cancellation and termination apply whether or not the Tenant is a student at the time of cancellation or termination

7.6 The Landlord reserves the right to permanently relocate the Tenant to comparable alternative accommodation during the Tenancy Period where it is reasonable to do so but, unless the relocation is at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in the Tenancy Agreement, the Tenant will have the right to terminate the Tenancy Agreement (without having to comply with the conditions in clause 7.5) as an alternative to relocating. If the relocation is the Landlord shall be entitled to charge the Tenant a £50 administration fee for dealing with the transfer.

- 7.7 The Landlord reserves the right to provide to the Tenant alternative accommodation in the event that the Accommodation is unavailable for the Tenant at the start of the Tenancy Period provided always that the Tenant shall have the right to terminate the Tenancy Agreement (without having to comply with the conditions in clause 7.5) should the Accommodation not be available for a period of more than 4 weeks after the start of the Tenancy Period
- 7.8 Where, at the Tenant's request, the Landlord agrees to relocate the Tenant to other accommodation owned by the Landlord, the Tenant shall pay the Landlord a Fee of £50 (payable within 14 days of invoice, and in any event before the Landlord will give the Tenant keys to the new room) towards the Landlord's and the Agent's administration and room inspection costs, in accordance with the Agent's Transfer Policy (these can be found on the Derwent Living website: www.derwentstudents.com). The Tenant will surrender their tenancy of the Accommodation on the day they leave it and on the same day take a tenancy of the new room for the remainder of the Tenancy Period. The tenancy of the new room will be on the terms of this Tenancy Agreement, except for the description of the Accommodation, which shall be amended by a memorandum signed by both parties and attached to this Tenancy Agreement

8 Cancellation Rights

- 8.1 Under the Consumer Protection (Distance Selling) Regulations 2000, the Landlord is required to provide the following information if the Landlord or the Agent has not met the Tenant before entering into the Tenancy Agreement.
- 8.2 The Landlord is the supplier of the Accommodation and the address for all communications is given as the Agent's address in clause 1.
- 8.3 The services supplied under the Tenancy Agreement are also listed in clause 1 and the duration of the Tenancy Agreement and the price payable (Rent and Fees) are set out in the Landlord's offer of Accommodation.
- 8.4 The arrangements for payment are set out in clause 4.1 and on www.derwentstudents.com
- 8.5 The Tenant has the right to cancel the Tenancy Agreement by giving written (by e-mail, fax or post) notice to the Landlord within 7 working days, beginning on the day after the date the contract becomes binding.** The date the Tenancy Agreement contract

becomes binding is the date the Landlord confirms the Tenancy Agreement has been completed by sending an email to that effect to the Tenant.

8.6 The Tenant's right to cancel does not apply once the Landlord has started to provide the Accommodation to the Tenant: after the first day of the Tenancy Period, it is too late to cancel and early terminations will be dealt with in accordance with the Agent's Cancellation and Termination policy (these can be found on the Derwent Living website: www.derwentstudents.com) and clause 7 of these terms and conditions

8.7 There is no extra charge if the Tenant books their accommodation by post or other means of distance communication.

8.8 The offer of accommodation and the price remain valid until the expiry date stated in the Landlord's offer of accommodation to the Tenant but after that date the offer of accommodation will automatically lapse if the Tenant has not accepted it and complied with the pre-conditions regarding payment of deposit and procuring a guarantee.

8.9 The minimum duration of the Tenancy Agreement is for the Tenancy Period, but the Landlord will release the Tenant early in accordance with clause 7 or if the Tenant exercises their rights in this clause 8.

8.10 If the Landlord is not able to provide the Accommodation, the Landlord will use all reasonable endeavours to offer the Tenant alternative accommodation of equivalent or better quality at the same price. The Tenant will accept the alternative accommodation if it is in the same Building but the Tenant may reject an offer of alternative accommodation and recover any pre-payments she/he has made to the Landlord together with such reasonable and foreseeable costs as the Tenant has incurred as a direct result, if the Landlord fails to provide accommodation in the same Building. If the Accommodation or a suitable alternative is not available, the Landlord will not be responsible for paying the Tenant's hotel expenses other than for accommodation in a budget-range (2*) hotel or in bed & breakfast accommodation for up to 2 nights for one person in or as close as possible to the city where the Building is situated. Reclaimable travel costs will be limited to travel from the Building to such temporary hotel or bed & breakfast accommodation and from there to the Tenant's choice of alternative accommodation in the same city as the Building (mileage chargeable at 40p per mile; public transport at standard class cost). A student whose Tenancy Agreement is for a specially adapted room for reasons related to their

disability shall not be required to accept any alternative room offered by the Landlord unless it is suitably adapted

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