

# The Trigon

## Tenancy Agreement Sample

### **STUDENT TENANCY AGREEMENT**

**Academic year Sept 2015-16**

**TERMS AND CONDITIONS  
of  
STUDENT TENANCY**

When you book a room through Derwent Students, 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.

When you enter your username and password in Derwent Students' online booking system to show your acceptance of these terms and conditions, a legally binding tenancy agreement is formed between you and the Landlord on these terms and conditions. The Agent may cancel the agreement if you do not pay the Deposit and provide the Guarantor when required by these terms and conditions. You may cancel the agreement as permitted in clause 7.

#### **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.

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Guarantor	The person standing as guarantor to guarantee the performance of the Tenant's obligations in the Tenancy Agreement
Landlord	Acis Group Limited (company number 03593345) of Acis House, Bridge Street, Gainsborough, Lincolnshire, DN21 1GG and registered with the Homes & Communities Agency and with number L4229

**ALL COMMUNICATIONS WITH THE LANDLORD REGARDING THE TENANCY AGREEMENT SHOULD BE MADE THROUGH THE LANDLORD'S AGENTS:**

Agent	Eione LLP (Registered number OC381946) of Acis House, Bridge Street, Gainsborough, Lincolnshire, DN21 1GG and Derwent Facilities Management Limited (company number 07264667) (trading as <b>Derwent Students</b> ) of <b>No.1 Centro Place, Pride Park, Derby, DE24 8RF</b> and until further notice No. 1 Centro Place shall be the Landlord's address for all communications (including the service of legal proceedings) in connection with this Tenancy Agreement
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Telephone: 0115 855 9670

E-mail: [info@derwentstudents.com](mailto:info@derwentstudents.com)

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Tenant	The person who has booked Accommodation online through Derwent Students' website at <a href="http://www.derwentstudents.com">www.derwentstudents.com</a>
Accommodation	The room booked online by the Tenant (or such other accommodation owned by the Landlord as the Tenant may occupy from time to time).
Booking	Refers to a purchase of student accommodation made through Derwent Students' website at <a href="http://www.derwentstudents.com">www.derwentstudents.com</a> and "booked" shall have a corresponding meaning. The booking process is completed when, having selected accommodation, a person enters their username and password on the said website as a sign of accepting these terms and conditions.
Building	The student housing development selected by the Tenant in the booking process and which includes the Accommodation and the Cluster Flat and the Common Parts.
Cluster Flat	Where the Accommodation is situated within a flat: a flat within the Building comprising bedrooms and the kitchen, bathroom, living and access ways within the flat for shared use by the occupiers of the bedrooms.

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Where the Accommodation is situated within a house: a dwelling within or comprising the Building and consisting of bedrooms for individual occupancy and the kitchen, bathroom, living and access ways within the dwelling for shared use by the occupiers of the bedrooms.

“The Cluster Flat” is the Cluster Flat where the Accommodation is situated.

### Common Parts

All structural and exterior elements of the Building, all conducting media serving the Building and any other parts of the Building other than study bedrooms. Common Parts includes any cycle and bin stores, communal gardens, landscaped areas and parking areas serving the Building, those parts of the Landlord’s property which are necessary for the purpose of gaining access to the Accommodation, and those parts of a Cluster Flat which are intended for the joint use of all the occupants.

### Contents

Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant’s use (whether in the Accommodation or elsewhere in the Building).

### Deposit

£250.00.

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Fees	The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with these terms and conditions.
Inventory	The inventory provided by the Agent to the Tenant.
Rent	The sum identified in the booking process as being the rent payable for the Accommodation. This sum includes charges for gas and electricity of £11.00 per week (any consumption over this allowance being charged to and payable by the Tenant) and charges for water supply.
Rent Dates	The dates upon which the instalments of Rent are payable, according to the payment plan chosen by the Tenant during the booking process.
Rights	<ul style="list-style-type: none"><li>(a) to use the Common Parts outside Cluster Flats and the Common Parts in the Cluster Flat, sharing them with other residents</li><li>(b) to use the Contents allocated to the Accommodation, for their intended purpose, sharing them with other residents if the Contents are in the Common Parts</li><li>(c) to have the Services provided.</li></ul>

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Services	<ul style="list-style-type: none"><li>(a) maintenance (including external window cleaning), repair and insurance of the Building</li><li>(b) cleaning and lighting of the Common Parts outside Cluster Flats</li><li>(c) hot and cold running water supply to the Cluster Flat and the Accommodation</li><li>(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)</li><li>(e) insurance of the Tenant's possessions (in accordance with the policy details supplied to the Tenant)</li><li>(g) disposal of rubbish deposited in proper receptacles provided in the Building</li><li>(h) security of the Building.</li></ul>
Tenancy Agreement	Means the agreement for the occupation of the Accommodation made or to be made between the Landlord and Tenant via the internet, of which these Terms and Conditions form part.
Tenancy Period	The period of weeks selected by the Tenant in the booking process.
1.2	Words indicating a male gender include females; words in the singular include the plural and vice versa.

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- 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. Both the Agent and the Landlord are entitled to claim compensation for losses sustained or expenses reasonably incurred as a result of the Tenant’s breach of these terms and conditions.

## 2 Guarantee

- 2.1 The Tenant will within 5 working days of accepting this 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.

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- 2.2 The guarantee will be in the Landlord's standard form, and a copy can be requested from the site office.
- 2.3 The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a guarantee.
- 2.4 If the Tenant does not procure a guarantee within 5 working days of accepting this Tenancy Agreement the Agent may advertise the Accommodation as available to let. If the Accommodation is then booked by someone else, the Tenancy Agreement will end when that person provides their guarantee. Until the Accommodation is booked and guaranteed by someone else, the Tenant will remain liable for the Rent and Fees due under the Tenancy Agreement.
- 2.5 Within 28 days of the Tenancy Agreement being ended under clause 2.4, the Agent will refund to the Tenant any pre-payments, after deducting a handling fee of £50.00 and any Rent and Fees that have become due which are not properly payable by the replacement occupier. The Tenant agrees that the Agent may use the Deposit to pay any or all of these sums.

### **3 Agreement to Grant and to Take a Tenancy**

- 3.1 When the Tenant completes the booking process the Landlord agrees to grant a tenancy of the Accommodation to the Tenant. The tenancy will be granted together with the Rights, for the Tenancy Period, on these terms and conditions. The Tenancy Agreement incorporates all additional terms and



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conditions applicable to the Accommodation and/or the Building as set out on the Agent's website and available to view during the booking process. The tenancy reserves the Rent to the Landlord. These terms and conditions reserve access rights for the Landlord and authorised persons. By confirming acceptance of the terms and conditions at the end of the booking process, the Tenant agrees to take the tenancy, subject to any cancellation rights in these terms and conditions.

- 3.2 Where a person does not complete the online 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 and all additional terms and conditions applicable to the Accommodation and/or the Building as set out on the Agent's website and available to view during the booking process.

#### **4 Tenant's Obligations**

- 4.1 To pay the Rent in advance in accordance with the payment plan chosen by the Tenant during the booking process. The Tenant agrees to pay by secure electronic payment via the means offered at the website [www.derwentstudents.com](http://www.derwentstudents.com) (or such other payment method as the Landlord or Agent may have previously agreed in writing) to the bank account specified by the Landlord PROVIDED THAT:

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- 4.1.1 If the Tenancy Period is for more than 42 weeks and the Tenant pays all the Rent due under this Agreement in one advance payment before 31 October 2015 the Landlord shall reduce the Rent payable for the Tenancy Period by £105.00.
- 4.1.2 A Fee of 1.5% of the amount due shall be added to any amount paid by credit card or overseas debit card (but not UK debit card) to cover the handling fees charged by the Landlord's and/or Agent's bank.
- 4.2 To pay any Fees which are due within 14 days of the Landlord's invoice for them.
- 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. The Tenant hereby authorises their institution of study to disclose to the Landlord or the Agent, on request, the Tenant's forwarding address if the Landlord or Agent shows the institution that the address is reasonably necessary to enable them to recover unpaid Rent or Fees.
- 4.4 To pay the Landlord'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

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tracing the Tenant and Guarantor (current charge £45.00 per person) and the proper and reasonable costs of taking advice prior to attempted enforcement.

- 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) and (jointly with other occupiers of the Cluster Flat who use them) all charges for such services to the Common Parts in the Cluster Flat unless shown on the Agent's website as being included in the Rent.

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- 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) and (jointly with other occupiers of The Cluster Flat who use them) all charges for such services to the Common Parts in The Cluster Flat unless shown on the Agent's website as being 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). If the Accommodation is not separately metered, the Landlord will calculate any additional amount the Tenant is liable to pay as follows:
- Total energy charges for Cluster Flat  
*minus* (weekly allowance x number of occupiers x number of weeks)  
*divided by* number of occupiers in Cluster Flat.
- No allowance will be made to one occupier who believes they have used less energy than another, because the Accommodation is not separately metered.
- 4.10 To keep the Accommodation and (jointly with other occupiers) the Common Parts in the Cluster Flat and their Contents in a clean and tidy condition. Not to do anything which makes the Common Parts outside the Cluster Flat 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

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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, to cover the cost of the Landlord 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 their Contents at the end of the tenancy the Tenant may find it difficult to prove that s/he was not responsible, if s/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;

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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

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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 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 electrical appliance with a high wattage (above 200w including (but this is not an exhaustive list) portable heater, fridge, freezer, washing machine or dishwasher into the Building and not to bring any additional furniture into 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

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that are 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 4.20.1 Not to make any duplicate keys or change the locks to the Accommodation. At the end of the Tenancy Period (or when the tenancy ends, if sooner) to hand back the Accommodation to the Landlord in a good re-lettable condition, together with all keys and access devices.
- 4.20.2 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 7.9, and returning the keys to the Landlord will not in itself be sufficient to end the tenancy.
- 4.20.3 If the Tenant does not return all keys and access devices to the Landlord at the end of the tenancy the Landlord 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 Landlord, the Landlord 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 charge £45 - £60).
- 4.21 Not to allow anyone else to live at the Accommodation (where "live" means they are in occupation for more than 3 consecutive nights) whether with the Tenant or instead of the Tenant. The Tenant must not transfer the tenancy or create a sub-tenancy. If the Tenant does not comply with this clause, the



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Landlord may terminate the Tenancy Agreement in accordance with clause 7 and take steps to evict the Tenant and/or 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 by these terms and conditions. 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 at the Building.

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- 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 a trained assistance animal 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 this Tenancy Agreement (see clause 7).**

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- 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.
- 4.31 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.
- 4.32 Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property.
- 4.33 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

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invoice for them and shall be liable to pay interest on any late payments. A reasonable timescale for removing rubbish which is a moderate hazard to health or safety is 24 hours, and less for a more serious hazard.

4.34 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. 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:

4.34.1 controlled drugs;

4.34.2 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)

4.34.3 stolen goods.

4.35 Not to smoke in the Accommodation or in any part of the Building, including its grounds. **Smoking within the perimeter of the Building, all of which is designated as a non-smoking area, will usually be treated by the Landlord as a serious breach of these terms and conditions, and persistent breaches**

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could give rise to early termination of the Tenancy Agreement under clause 7.

4.36 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 or 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 obligations. The Landlord does not need to give the Tenant notice before entering the Common Parts in the Cluster Flat, but will usually try to do so.

4.37 At the end of the Tenancy Period:

4.37.1 To clean the Accommodation and (jointly with the other occupiers) the Common Parts inside the Cluster Flat;

4.37.2 To leave the Accommodation and the Cluster Flat and clear them both of all the Tenant's possessions and any rubbish;

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- 4.37.3 To make sure all Contents in the Accommodation and (jointly with other occupiers) all Contents in the Common Parts of the Cluster Flat are in the condition as described in the Inventory and left in their original positions;
- 4.37.4 To return to the Landlord all keys and access devices to the Accommodation, the Cluster Flat and the Building by 12 noon on the Tenancy end date.
- 4.38 When dealing with the Landlord's or the Agent's employees and contractors, to behave professionally and respectfully, and to comply with any reasonable request by the Landlord:
- 4.38.1 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;
- 4.38.2 Relating to health, safety or the proper management of the Building.

**WARNING:** abusive language or conduct on the part of the Tenant or their visitors or representatives will be treated by the Landlord and the Agent as a breach of these terms and conditions **and persistent breaches could give rise to early termination of the Tenancy Agreement under clause 7.**

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- 4.39 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.
- 4.40 Not to light candles, joss-sticks, Shisha pipes or any portable gas or oil burning fires in any part of the Building.
- 4.41 Not to smoke cigarettes or pipes of any kind or use any other smoking or burning apparatus anywhere in the Building (including study bedroom, kitchen, lounge area, hallway or any other communal circulation areas such as stairwells, lifts, common rooms and offices).
- 4.42 Not to run a business or carry out any trade of any kind from the Accommodation or any other part of the Building.
- 4.43 To hold a valid and current TV licence for any television in the Accommodation and (jointly with other occupiers) any television in the Cluster Common Parts.
- WARNING:** If you watch television through an internet connection a TV licence is required, and this licence is not included in the Rent. Contact TV Licensing [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk) directly for further details.
- 4.44 To notify the Landlord promptly if an infestation is found in the Accommodation or in any of the Common Parts and to pay (within 14 days of the Landlord's invoice) the cost of cleaning the Accommodation (or a share of the cost of cleaning the Common Parts), removal and treatment by a specialised contractor,

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and replacement or repair of any furnishings damaged or contaminated by the infestation.

### 5 Landlord's obligations

- 5.1 To provide the Services (subject to the Tenant paying any Fees payable 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 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 Agreement and to account for any deductions which are made. Where the Tenant requests the Landlord to send the Deposit (or balance of it) to an overseas bank account the Landlord shall be entitled to deduct the sum of £30 from the Deposit to cover the cost of the banking fee and transfer fee incurred by the Landlord. Where



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the Landlord has returned the Deposit by cheque, the Tenant must bank the cheque within 6 months of the date on the cheque, otherwise payment by the bank may be refused. If the Tenant requests a replacement cheque the Landlord shall be entitled to deduct the sum of £10 from each additional replacement cheque in order to cover the cost of the banking fee and administration 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. If any of the Deposit is due to be returned at the end of the tenancy, the Landlord will pay the refund to the Tenant, irrespective of who paid the Deposit to the Landlord 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) or invoice the Tenant for any loss arising or expense incurred as a result of any breach by the Tenant of these terms and conditions (including any non-payment of any sum which the Tenant should have paid and the Landlord's and Agent's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers). Where the Deposit is insufficient to cover the amount due, the Tenant shall pay the amount specified on the invoice within 14 days of the date of the invoice (this requirement shall not adversely affect the Tenant's rights where any amount invoiced is genuinely in dispute).

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- 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 other people's property). The Landlord 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 or material breaches of the Student's obligations in the Tenancy Agreement. For the avoidance of doubt the Tenant hereby authorises the Landlord and the Agent 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 and authorises the Tenant's educational institution to provide the Landlord with the Tenant's home and/or forwarding address. If the Tenant has not complied with their obligations in the Tenancy 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 and the Agent's liability for loss or damage to person or property is excluded unless the loss or damage is caused by (respectively) the Landlord's or the Agent's negligence, breach of statutory duty or breach of obligation in the Tenancy Agreement (which includes the acts or omissions of (respectively) the Landlord's or the Agent's employees and agents).
- 6.4 The Landlord is not liable to repair any damage caused by the Tenant (or their visitor) unless and until the cost is met by insurance or by the Tenant (any

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excess on the policy being payable by the Tenant) or unless and until 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 (or their visitor) 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 Items belonging to students.
- 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

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to charge the proper and reasonable costs of removal 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 such item; and shall not be obliged to return any such item to the Tenant. 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.

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- 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 use reasonable endeavours to 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 to carry out at any time building works on any adjoining or neighbouring property, and to alter or rebuild any buildings already erected on, any adjoining or neighbouring property and

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to use such adjoining or neighbouring property or any present 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.

6.11 The Tenancy Agreement is not intended to confer any benefit to anyone who is not a party to it other than the Agent.

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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 s/he becomes aware that s/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, s/he is not eligible to occupy the Accommodation.
- 7.2 The Landlord may terminate the Tenancy Agreement at any time before the Tenant takes occupation if the Tenant has not paid the Deposit or provided the Guarantor.
- 7.3 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.

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- 7.4 The Landlord shall be entitled to terminate the Tenancy Agreement at any time by serving notice on the Tenant if:
- 7.4.1 Any payment to be made by the Tenant is overdue by 21 days or more; or
  - 7.4.2 The Tenant is in serious or persistent breach of any of the Tenant's obligations; or
  - 7.4.3 The Tenant is not pursuing or intending to pursue a course of study at a University, Higher Education Corporation or Further Education College; or
  - 7.4.4 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
  - 7.4.5 The Tenant deliberately or recklessly gave false information when applying for a tenancy.
- 7.5 The Landlord shall be entitled to terminate the Tenancy Agreement at any time before the Tenant takes possession of the Accommodation if the Landlord is reasonably satisfied that the Tenant deliberately or recklessly gave false information when applying for a tenancy.



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- 7.6 Termination of the Tenancy Agreement will not affect the Tenant's statutory rights or release the Tenant from any liabilities which the Tenant incurred before termination.
- 7.7 The Landlord and the Agent shall not have any liability to the Tenant or the Guarantor if the Tenancy Agreement is terminated as permitted by clauses 7.1 to 7.5.
- 7.8 Unless the tenancy has already started the Tenant may cancel their Tenancy Agreement (by giving the Landlord written notice of cancellation) at any time during the 14 days after completing the booking process (the "Initial Cancellation Period"). If the Tenant cancels the Tenancy Agreement in these circumstances the Landlord will make no charge and will return the Deposit in full to the Tenant.
- 7.9 If the Tenant wishes to cancel their Tenancy Agreement after the Initial Cancellation Period, or once the tenancy has started, the Tenant will be liable for the Rent and instalment charge (if applicable) for the full Tenancy Period or, if shorter, for the period until a replacement tenant takes over responsibility for payment. If a replacement tenant is found, the Tenant will be liable for the Landlord's administration charges of £250.00 for dealing with the changeover, payable within 7 days of invoice or by using the Deposit. On payment of the administration fee and commencement of the new tenancy, the Landlord will release the Tenant from their Tenancy Agreement.
- 7.10 The Landlord reserves the right to relocate the Tenant to comparable alternative accommodation during the Tenancy Period where it is reasonable to

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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 7.9) as an alternative to relocating. If 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 Landlord shall be entitled to charge the Tenant a £50 administration fee for dealing with the transfer. If the Tenant, at their own request, transfers to more expensive accommodation they and their Guarantor shall be liable to pay the higher rent from the date the Tenant is given access to the more expensive accommodation.

- 7.11 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 7.9) should the Accommodation not be available for a period of more than 4 weeks after the start of the Tenancy Period.
- 7.12 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 Agent's administration and room inspection costs, in accordance with the Landlord's Transfer Policy (available on request). The Tenant will surrender their tenancy of the Accommodation on the day they leave it and on

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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 these terms and conditions, except for the description of the Accommodation, which shall be amended by a memorandum signed by both parties.

- 7.13 The Tenancy Agreement shall terminate if the Tenant dies during the Tenancy Period and the Tenant's estate shall not be liable to pay the Landlord any Rent or Fees relating to the period after death.
- 7.14 If the Landlord is not able to provide the Accommodation, the Landlord will use 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 s/he has made to the Landlord if the Landlord fails to provide alternative 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

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Landlord unless it is suitably adapted and shall be released from their Tenancy Agreement if none is available.

- 7.15 If the Student is not able to start or continue their course of study because s/he has failed to achieve the required examination results, the Student may apply (by post or by e-mail) to the Agent to be released from this Tenancy Agreement. To be valid under this clause, applications for release must be made within 14 days of the examination results being published, otherwise applications for release will be treated as being made under clause 7.9. The Agent may require the Student to provide such evidence as the Agent reasonably requires in support of the Student's application for release. If the Agent (acting reasonably) is satisfied that the Student is unable to start or continue their course of study because of examination results, the Student shall be released from their Tenancy Agreement and payments the Student has made will be refunded.

### **8 At the end of the tenancy**

- 8.1 The Agent will invoice the Tenant within 21 days of the end of the tenancy for the costs of putting right any Tenant's breach of the tenancy terms and conditions and the Tenant must pay the invoice within 14 days of the date on the invoice (without affecting the Tenant's rights in the case of a genuine dispute over the charges).
- 8.2 The Tenant agrees that the Deposit may be used as payment, or part-payment of the invoice(s).

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- 8.3 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the charges within 14 days of the date of the invoice. The Agent may refer any dispute for adjudication and if it does so, the Tenant agrees to co-operate with the adjudication.
- 8.4 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected.

SAMPLE