

All Saints Green

Sample Tenancy Agreement

If any of the Deposit is due to be returned at the end of the tenancy, the Landlord's policy is to pay the refund to the Tenant, irrespective of who paid the Deposit at the start of the tenancy.

This Tenancy Agreement is dated [] and is made between the Agent (on behalf of the Landlord) and the Tenant

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.

Accommodation [] being a [study bedroom][studio] for single occupancy at the Building.

Accommodation Contents The fixtures fittings and equipment listed on the Inventory as being provided in the Accommodation.

Agent Derwent Facilities Management Limited (Company No. 07264667) No. 1 Centro Place, Pride Park, Derby, DE24 8RF.

Building The student housing development at All Saints Green, Norwich and any grounds in the Landlord's ownership serving such building.

Building Common Parts All structural elements and the exterior of the Building (including the structure and exterior of the Accommodation) all conducting media serving the Building and any other parts of the Building which are not in a Residence Unit, including any cycle and bin stores, communal

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gardens or landscaped areas and those parts of the Building which are necessary for the purpose of gaining access to the Accommodation.

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|---------------------------------|--|
| Building Contents | The contents listed on the Inventory as being provided by the Landlord at the Building and which are not within a Residence Unit. |
| Contents | The Accommodation Contents and the Building Contents or any or all of them as the context requires. |
| Deposit | [£400] payable to the Agent by the Tenant, to be held by the Agent as stakeholder. This means that the Agent cannot pay any part of the Deposit to the Landlord or the Tenant unless both have agreed to the payment being made. |
| Fees | The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with the terms of this Tenancy Agreement, and which include the price payable for any extra goods or services which the Tenant has ordered. |
| Guarantor | [] who is the person standing as guarantor to guarantee the performance of the Tenant's obligations in this Tenancy Agreement. |
| Independent Case Examiner (ICE) | The officer of the Tenancy Deposit Scheme who will consider cases where there is a dispute about the Deposit at the end of the tenancy, and decide how the Deposit should be allocated. |
| Inventory | The inventory provided by the Landlord to the Tenant. |

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| | |
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| Landlord | [] (Registration No. []) whose registered office is at []. |
| Rent | £[] for the Tenancy Period (equivalent to a charge of £[] per week) payable in advance by three instalments on or before the Rent Dates and this sum includes all charges for gas electricity water supply and standard broadband connection with a base internet speed of [] mbs. [Note – for the 2015/2016 Residence Year the minimum broadband speed is 20 mbs.] |
| Rent Dates | £[] on [1 st day of 1 st Academic Term]. £[] on [1 st day of 2 nd Academic Term]. £[] on [1 st day of 3 rd Academic Term] |
| Residence Unit | An en suite study bedroom (and communal kitchen and living room facilities for the sole use of the occupier(s) of a number of study bedrooms) or studio within the Building. |
| Rights | (a) To use the Building Common Parts sharing them with other residents; (b) To use the Building 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 (other than Tenant's contents insurance); (b) Cleaning and lighting of the Building Common Parts; (c) Hot and cold running water supply to the Accommodation; |

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- 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, a copy of which is annexed to this Tenancy Agreement.
- 2.3 The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a guarantee if all Rent charges for the entire Tenancy Period are paid in full in advance, or if otherwise agreed by the Landlord.

3 Grant of Tenancy

- 3.1 The Landlord agrees to grant and the Tenant agrees to accept a tenancy of the Accommodation, together with the Rights, for the Tenancy Period on the terms and conditions set out in this Tenancy Agreement. The tenancy reserves the Rent to the Landlord, as well as the access rights in these terms and conditions.
- 3.2 Where this document or a copy of it has been made available to a person who, without having signed it, 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 on the terms and conditions set out in this Tenancy Agreement.

4 Tenant's Obligations

- 4.1 To pay the Rent in the specified instalments on or before the Rent Dates by secure electronic payment via the means generally offered by the Agent (or such other payment method as the Landlord may have previously agreed in writing) PROVIDED THAT a Fee of 1.5% of the amount due shall be added to Rent paid by credit card (but not if paid by debit card) to cover the handling fees charged by the Landlord's or Agent's bank.

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- 4.2 To pay any Rent on the Rent Dates and any Fees or any other sum payable which are due within 14 days of the Landlord's invoice. To pay a late payment charge of £ 25.00 on Rent, Fees or any other sum payable under the Tenancy Agreement if more than 14 days overdue.
- 4.3 In the event of non payment, the Tenant gives the Landlord and the Landlord's Agent permission to contact the Tenant's educational establishment and request the Tenant's forwarding address.
- 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 costs of tracing the Tenant and Guarantor, current charge [£45.00]).
- 4.5 Where damage or loss occurs within the Building 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 or Agent's request; and
- 4.6.2 to reimburse the Landlord for any Council Tax charged on the Accommodation 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.

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- 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).
- 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).
- 4.9 To keep the Accommodation and the Accommodation 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 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. 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 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.
- 4.10 Not to affix anything (including aerials, cables or satellite dishes) to the exterior of the Building.
- 4.11 To check the Inventory and report any discrepancy to the Landlord within 7 days of the Tenant starting to occupy the Accommodation. **WARNING** If there is any damage to the Accommodation or the Accommodation Contents at the end of the Tenancy Period 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 Period.

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- 4.12 4.12.1 Not to remove any of the Contents from the Accommodation or the Building Common Parts to which they are allocated;
- 4.12.2 To use the Contents carefully and not damage them;
- 4.12.3 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
- 4.12.4 To leave the Contents in their original positions at the end of the Tenancy Period.
- 4.13 4.13.1 Not to remove anything which is attached to any part of the Building;
- 4.13.2 Not to fix anything to any part of the Building;
- 4.13.3 Not in any way to change, damage, re-decorate or attempt to repair any part of the Building (including the Accommodation) 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

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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.

- 4.14 Not to do anything which may cause damage to the electrical installation or equipment in any part of the Building.
- 4.15 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.
- 4.16 Promptly to report to the Landlord any failure of the Services and any damage to the Contents, or the Building (or any part of it).
- 4.17 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).
- 4.18 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 this Tenancy Agreement.

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- 4.19 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 Landlord in a good re-lettable condition, together with all keys and access devices and:
- 4.19.1 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 8.5, and returning the keys to the Landlord will not in itself be sufficient to end the tenancy;
- 4.19.2 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. If the Tenant has not returned all keys and access devices to the Landlord within 48 hours after the end of the tenancy the Landlord may change the locks (as long as the Tenant has vacated) and charge the Tenant for net losses including net loss of income and the proper and reasonable cost of changing the locks.
- 4.20 Not to allow anyone else to live at the Accommodation (where “live” means they are in occupation for more than 2 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 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.
- 4.21 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). 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-

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occupancy within 14 days of the Landlord's invoice for them. 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 tenant leaves because the Tenant frequently exceeds the permitted visits and causes a nuisance, the Landlord may claim most of the lost rent from the Tenant.

- 4.22 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.
- 4.23 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.
- 4.24 To use the Accommodation only as a study bedroom for single residential occupancy (except for any visitor permitted by clause 4.22).
- 4.25 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.
- 4.26 Not to bring any animal into the Building unless it is an aid for a person who has a disability.
- 4.27 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 4.28 Not to make any noise which is audible from outside the Accommodation and not to make a noise in the Building 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**

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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 8).

- 4.29 Promptly to send to the Landlord a copy of any communication the Tenant receives which is likely to affect the Landlord, the Accommodation or the Building.
- 4.30 (a) Not to park any vehicle on any part of the Building other than as permitted under clause 4.30(b).
(b) If a tenant has been expressly permitted to use a designated parking space in a disabled parking bay, not to park any vehicle other than a private car in that parking space and not to use the parking space for any other purpose but parking. Vehicle cleaning and maintenance are not permitted in the parking space.
- 4.31 Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property.
- 4.32 Not to leave litter or rubbish in any of the Building Common Parts (other than inside the bins in the bin stores) or any areas neighbouring the Building, and not to allow rubbish to accumulate in the Accommodation. 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 the 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 hazard to health or safety is 24 hours or less.

4.33 To comply with all applicable legislation to avoid the Tenant's actions or negligence having an adverse effect on the Landlord 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:

4.33.1 controlled drugs;

4.33.2 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);

4.33.3 stolen goods.

4.34 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 Residential Units are designated as non-smoking. Smoking in the Building Common Parts is also a criminal offence and will be treated as a **serious breach** of the Tenancy Agreement.

4.35 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation at all reasonable times during the day for the purposes of viewing, inspection, maintenance, decoration and repair. The Landlord will normally give at least 24 hours' notice if access to

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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 obligations.

- 4.36 At the end of the Tenancy Period the Tenant is required:
- 4.36.1 To clean the Accommodation.
 - 4.36.2 To leave the Accommodation and clear it of all the Tenant's possessions and any rubbish.
 - 4.36.3 To make sure all Accommodation Contents and (jointly with other occupiers) Building Contents are in the condition as described in the Inventory and left in their original positions.
 - 4.36.4 To return to the Landlord all keys and access devices to the Accommodation and the Building.
- 4.37 To comply with any reasonable request by the Landlord 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 its occupiers.
- 4.38 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.

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- 4.39 Not to light candles, joss-sticks or any portable gas or oil burning fires in any part of the Building.
- 4.40 Not to smoke cigarettes or pipes of any kind or use any other smoking or burning apparatus in the Building, which includes the Accommodation and all communal or circulation areas such as stairwells, lifts, common rooms and offices.
- 4.41 The Tenant is prohibited from running a business or carrying out any trading from the Accommodation.
- 4.42 The Tenant has represented to the Landlord that during the tenancy period the Tenant shall be a student at Norwich University of the Arts or at a further education college or higher education institution. The Tenant must maintain their student status throughout the Tenancy Period.
- 4.43 To purchase a TV licence for any television in the Accommodation as this is not provided by the Landlord or Agent. If a television is used in the bedroom or TV is accessed through the internet connection you will require a TV licence. Contact TV Licensing directly for further details.
- 4.44 To notify the Landlord and the Agent promptly when an infestation is found in the Accommodation. Costs incurred for cleaning the Accommodation, removal and treatment by a specialised contractor and replacement or repair of any furnishings will be charged to the Tenant.

5 Landlord's obligations

- 5.1 To provide the Services (subject to the Tenant paying the Rent and any Fees due for them).

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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 7.1 of these terms and conditions.

6 The Deposit

6.1 The Deposit will be held by the Agent as stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

6.2 Any interest earned on the Deposit will belong to the Agent.

6.3 The Deposit has been taken for the following purposes:

6.3.1 Any damage, or compensation for damage, to the Accommodation or the Building Common Parts and their respective Contents, or for missing items, for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, and the age and condition of each and any such item at the commencement of the Tenancy Period. The Deposit may not be used to repair damage or loss caused by risks that the Landlord has insured against or for repairs that are the responsibility of the Landlord (unless the damage was caused by the Tenant's failure to behave in a tenant-like manner or unless the Tenant's action or neglect has invalidated the insurance cover). If the Landlord claims on its insurance for damage, the Deposit may be used to pay the excess on the policy.

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- 6.3.2 The reasonable costs incurred in compensating the Landlord and the Agent for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Accommodation, the Building Common Parts to which the Tenant has access, and their respective Contents.
- 6.3.3 Any unpaid accounts for which the Tenant is liable.
- 6.3.4 Any Rent, Fees or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy Period.
- 6.3.5 Any other loss arising as a result of any breach of the Tenant's obligations in the Tenancy Agreement (including the Landlord's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers).
- 6.4 The Agent must tell the Tenant within 10 working days of the end of the Tenancy Period (or earlier termination of the tenancy) if they propose to make any deductions from the Deposit.
- 6.5 If there is no dispute about the proposal the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. The Agent will pay the Deposit or any balance of it within 10 working days of the Agent, the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.6 The Tenant should try to inform the Agent in writing, within 15 working days after the termination of the Tenancy, if the Tenant intends to dispute any of the proposed deductions from the Deposit.

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- 6.7 The Tenant and the Agent agree to use reasonable attempts to resolve any differences of opinion over the allocation of the Deposit.
- 6.8 If the parties have not been able to agree on the allocation of the Deposit within 10 working days after the Tenant informs the Agent that they dispute the proposed deductions, the dispute may be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 6.9 The Tenancy Deposit Scheme may regard failure to comply with time limits as a breach of its rules and if the ICE is later asked to resolve any dispute, it may refuse to adjudicate in the matter.
- 6.10 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.4 to 6.8 above.
- 6.11 If the Agent returns 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 Agent 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. 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 at the start of the tenancy.

7 Other conditions

- 7.1 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

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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 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. If the Tenant has not complied with their obligations in this Agreement the Landlord or the Agent may refuse to give a reference, or may give an adverse reference as long as it is factually correct.

- 7.2 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 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 the Landlord's employees or other persons acting on the Landlord's instructions).
- 7.3 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.
- 7.4
- 7.4.1 The Landlord is entitled to remove from the Accommodation or the Building 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

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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);

- 7.4.2 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;
- 7.4.3 The Landlord is entitled to remove and/or dispose of 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 7.4.6 and 7.4.7;
- 7.4.4 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;
- 7.4.5 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

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sent recorded, insured or special delivery unless the Tenant requests it and pays the shipper's costs in advance of despatch;

7.4.6 If the Landlord is entitled to sell an item under this clause 7.4, 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;

7.4.7 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.

7.4.8 The Landlord may temporarily suspend use of any of the Building Common Parts if as a result of the actions of residents, they are damaged or otherwise do not meet the expected standards for the Building. The Landlord shall as soon as reasonably practicable remedy or rectify such damage or failure and thereafter permit the use of the Building Common Parts.

7.5 Right to carry out building works on adjoining land:

7.5.1 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

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adjoining or neighbouring property and to use such adjoining or neighbouring property or any present or future buildings in such a way as the Landlord thinks fit;

7.5.2 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 7.5.1 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.

7.6 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.

7.7 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 Agreement.

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

7.9 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.

8 Termination of the Tenancy Agreement

8.1 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

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continue their course of study at their chosen university or college. The Tenant has an obligation to notify the Landlord 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 Landlord 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.

- 8.2 The tenancy of the Accommodation shall be an assured shorthold tenancy. If the Landlord or the Agent serves notice on the Tenant under section 21 Housing Act 1988, the Landlord will be entitled to possession at the end of the tenancy, without having to prove that the Tenant is at fault.
- 8.3 The Landlord may terminate the tenancy before the end of the Tenancy Period if any of the circumstances listed in grounds 8, 10, 11, 12, 13, 14, 15 or 17 of Schedule 2 of the Housing Act 1988 (as amended) apply. These grounds include non-payment, damaging the Accommodation or its contents, causing a nuisance and failing to comply with any of these terms and conditions.
- 8.4 The Tenant may terminate the tenancy before the end of the Tenancy Period by exercising their cancellation rights set out in this clause 8.
- 8.5 The Tenant may cancel the Tenancy Agreement or terminate their tenancy by giving written notice to the Landlord and the Agent, **but the Tenant may incur cancellation Fees and/or continuing liability for Rent as follows:**
- 8.5.1 The Tenant may cancel this Tenancy within 7 working days of the Tenancy Agreement becoming binding in accordance with clause 9.5;

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8.5.2 Except where the Tenant has cancelled the Tenancy Agreement in the circumstances set out in clause 8.5.1 above,

8.5.2.1 the Tenant remains liable to 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);

8.5.2.2 **The Landlord will attempt to re-let the accommodation but it will be the Tenant's responsibility to find a replacement**, and this must be a full-time University or College student who is reasonably acceptable to the Landlord as a prospective tenant, who is not already renting accommodation from the Landlord; the Landlord will decide promptly whether or not a prospective replacement would be an acceptable tenant; where a nomination agreement exists with an academic institution, the Landlord may decline to accept the replacement student if the academic institution will not agree to the replacement;

8.5.2.3 If the Landlord finds a replacement the Tenant will pay the Landlord an administration fee of £50;

8.5.2.4 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;

8.5.2.5 The Landlord will refund to the Tenant any part of the Deposit that is not applied towards payment of Rent, Fees or Damage or otherwise in dispute;

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- 8.5.2.6 The Landlord will refund to the Tenant any pre-paid Rent that exceeds the amount required to discharge the Tenant's liability for rent or chargeable damage.
- 8.6 The provisions in this Tenancy Agreement relating to cancellation and termination apply whether or not the Tenant is a student at the time of cancellation or termination.
- 8.7 The Landlord reserves the right to relocate the Tenant during the Tenancy Period where the Tenant is in serious or persistent breach of one or more of their obligations in the Tenancy Agreement to permit the Landlord to remedy or rectify such breach. The Landlord shall be entitled to charge the Tenant a £50 administration fee for dealing with such transfer.
- 8.8 If the Landlord is not able to provide the Accommodation, the Landlord will offer the Tenant alternative accommodation of a comparable standard and type as the Accommodation. The Tenant will accept such alternative accommodation. Where alternative accommodation is provided by the Landlord, the Landlord will not be responsible for paying the Tenant's expenses other than for the cost of the alternative accommodation for the Tenant alone. The Tenant will still be responsible for paying the Rent on the Rent Dates in accordance with this Tenancy Agreement. The Landlord shall also promptly pay to the Tenant the reasonable moving expenses into and out of the alternative accommodation and shall make an additional payment of £[35] per week or (part week) weekly in advance for the period the Accommodation is unavailable. The Tenant shall not be required to move back into the Accommodation during assessment periods agreed between the Landlord and the Tenant's educational establishment. 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 unless it is suitably adapted.
- 8.9

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[Applicable to first Nomination Period Only]

- 8.9.1 Where alternative accommodation is provided because the Accommodation is unavailable for the Tenant at the start of the Tenancy Period, the Tenant will receive a refund of any Rent paid by the Tenant in respect of the period that the Accommodation is unavailable within 5 days of the Tenant moving into the Accommodation but in any event at the end of the academic term in which the Accommodation is unavailable.
- 8.9.2 If the Accommodation remains unavailable at the end of the first academic term, the Tenant may terminate this Agreement so long as written notice is served on the Landlord and the Agent to that effect not later than 24 December [].
- 8.9.3 If the Tenant serves notice under clause 8.9.2, this Tenancy Agreement will end on 24 December [] but only if the Tenant pays the Rent payable under this Agreement for the period during the Tenancy Agreement that the Accommodation was unavailable. This means that the entitlement to any refund under clause 8.9.1 is cancelled and any refund made to the Tenant is repayable to the Landlord as well as any additional Rent due for that period.

[Applicable save in respect of the first Nomination Period]

- 8.10 Where alternative accommodation is provided to the Tenant in accordance with clause 8.9, the Tenant will still be responsible for paying the Rent on the Rent Dates in accordance with this Tenancy Agreement.

9 Cancellation Rights

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- 9.1 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.
- 9.2 The Landlord is the supplier of the Accommodation and the address for all communications should be addressed to the Agent listed in clause 1.
- 9.3 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.
- 9.4 The arrangements for payment are set out in clause 4.1.
- 9.5 **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.
- 9.6 **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 clause 8 of this Tenancy Agreement.**
- 9.7 There is no extra charge if the Tenant books their Accommodation by post or other means of distance communication.
- 9.8 The offer of Accommodation and the price remain valid until the expiry date stated in the Agent's offer of Accommodation to the Tenant but after that date the offer of Accommodation

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will automatically lapse if the Tenant has not accepted it and complied with the pre-conditions regarding payment of deposit and providing a guarantee.

- 9.9 The minimum duration of the Tenancy Agreement is for the Tenancy Period, (unless the Landlord lawfully terminates the agreement earlier) but the Landlord will release the Tenant early in accordance with clause 8 or if the Tenant exercises their rights in this clause 9.