COMMON LAW (NON-AST) TENANCY AGREEMENT
OFFLINE

Academic year Sept 2017-18

When we receive your signed agreement and we countersign it, a legally binding contract is formed between you and the Landlord. Even if you do not sign, if you accept the keys for the Accommodation, you will occupy it on the terms set out in this agreement.

This tenancy agreement incorporates Derwent Students' Cancellation of Student Tenancy Policy, which is available to view or download at www.derwentstudents.com

1 Definitions and interpretation

1.1 In this tenancy agreement the following words shall have the meanings given to them in this clause.

Guarantor	The person standing as guarantor for the performance of the Tenant's obligations in the tenancy agreement
Landlord	Derwent Housing Association Limited (trading as Derwent Living), of No.1 Centro Place, Pride Park, Derby, DE24 8RF

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

Agent	Derwent Facilities Management Limited (company number 07264667) (Trading as Derwent Students) of No.1 Centro Place, Pride Park, Derby, DE24 8RF 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
Tenant	_____
Accommodation	_____ (or such other Accommodation owned by the Landlord as the Tenant may occupy from time to time).
Building	The Cube The word "Building" includes the Accommodation as well as areas for shared use.
Cluster Flat	A flat within the Building, or a house, comprising individual bedrooms; and a kitchen, bathroom, living area and access ways for the shared

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	use by the occupiers of the bedrooms. "The Cluster Flat" is the Cluster Flat (or house) 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 and studios. 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 if this agreement is for the Student's first tenancy in the Building or £99.00 if this agreement is for the Student's second or subsequent tenancy in the Building.
Fees	The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with this tenancy agreement.
Inventory	The inventory provided by the Agent to the Tenant.
Rent	£_____ for the Tenancy Period (equivalent to £_____ per week). 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 rent is payable monthly [ ] termly [ ] annually [ ] (the Agent will tick the option that applies). If rent is payable monthly, the Rent Dates are the _____ day of each calendar month. If rent is payable termly, the Rent Dates are _____ _____ _____ If rent is payable annually, the Rent Date is _____
Rights	(a) to use the Common Parts outside Cluster Flats (b) if the Accommodation is in a Cluster Flat, to use the Common Parts in that Cluster Flat (c) to use the Contents allocated to the Accommodation, for their intended purpose (d) to have the Services provided

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	Use of the Common Parts and the Contents in them is shared with the other residents who are entitled to use them.
Services	(a) maintenance (including external window cleaning) repair and insurance of the Building (b) cleaning and lighting of the main Common Parts (but not Common Parts inside Cluster Flats) (c) hot and cold running water supply to Studios and Cluster Flats (d) electricity and gas supply to Studios and Cluster Flats (subject to additional charges for high consumption, as set out in clause 4.9) (e) insurance of the Tenant's possessions in accordance with the policy details supplied to the Tenant (f) disposal of rubbish deposited in proper receptacles provided in the Building (g) security of the Building.
Studio	A self-contained studio apartment in the Building.
Tenancy Period	The period starting on at 12:00 hours on _____ and ending at 12:00 hours on _____

1.2 Words indicating a male gender include females; words in the singular include the plural and vice versa.

1.3 Where this tenancy agreement requires notice or consent, that notice or consent must be in writing. This can include email as long as it is sent to the addresses given in this tenancy agreement or subsequently. The Tenant agrees that the Landlord may serve any document relating to this tenancy agreement on the Tenant by email.

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 this 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 their obligations in this tenancy agreement.

2 Guarantor

2.1 The Tenant will within 5 working days of submitting their signed tenancy agreement to the Agent procure that the Guarantor provides a signed guarantee in the Landlord's standard form.

2.2 The Landlord may, in its reasonable discretion, waive the requirement for the Tenant to procure a Guarantor.

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2.3 The Landlord is entitled to insist on a replacement guarantor if the Guarantor is at any time neither in full-time employment nor a home-owner.

2.4 If the Tenant does not provide the signed guarantee within 5 working days of submitting their signed tenancy agreement the Agent may advertise the Accommodation as available to let. If the Accommodation is then booked by someone else, this tenancy agreement will end when that person provides their Guarantor. Until the Accommodation is booked and guaranteed by someone else, the Tenant will remain liable for the Rent and Fees due under this tenancy agreement.

3 Agreement to Grant and to Take a Tenancy

3.1 The Landlord agrees to grant and the Tenant agrees to take a tenancy of the Accommodation. This tenancy agreement incorporates all additional terms and conditions applicable to the Accommodation and/or the Building as set out on the Agent's website.

3.2 Where a person has been provided with a copy of this tenancy agreement but does not sign it and subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy by the act of collecting keys for the Accommodation, on the same standard terms and conditions as are set out in this tenancy agreement.

4 Tenant's Obligations

4.1 To pay the Rent in equal instalments (or, if paying annually, in full by a single payment) in advance on the Rent Dates.

4.2 To pay at the time of making the transaction a Fee of 1.5% in addition to any amount paid by credit card or overseas debit card (but not UK debit card). For example, if making a payment of £100, the amount due will be £101.50.

4.3 To pay any other Fees 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 this tenancy agreement if more than 14 days overdue.

4.4 To pay interest at 1% above the base lending rate of National Westminster Bank plc on Rent, Fees or any other sum payable under this 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.

4.5 To pay the Landlord's reasonably incurred costs in enforcing the Tenant's obligations in this 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 all reasonable legal costs, judgment enforcement costs and debt collection costs).

4.6 Where damage or loss occurs within the Building or a 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:

4.6.1 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; and

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4.6.2 damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat.

4.7 4.7.1 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

4.7.2 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 a Cluster Flat) as a result of the Tenant's failure to comply with clause 4.7.1 or as a result of the Tenant not having exempt status for Council Tax purposes.

4.8 To pay to the supplier all charges for telephone, telecommunications and satellite or cable television services, to the Accommodation, including calls, line rental, connection and disconnection. Where the Accommodation is in a Cluster Flat, to pay the supplier, jointly with other occupiers of the Cluster Flat who use them, all charges for such services to the Common Parts in the Cluster Flat. If a television licence is required for the Accommodation, to obtain and pay for the licence.

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.

4.10 To keep the Accommodation and Contents in a clean and tidy condition. Where the Accommodation is in a Cluster Flat, to keep (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 dirty or untidy or which damages them. The Landlord may carry out inspections to ensure compliance with this clause, but will usually give 24 hours' notice before entering the Accommodation. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord may 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 may 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, posters, notices and pictures) to the exterior or any part of the Building.

4.12 To check the Inventory and report any discrepancy to the Agent within 3 working days of the Tenant starting to occupy the Accommodation.

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

4.13.2 To use the Contents carefully and not damage them;

4.13.3 To pay the Landlord for repair or replacement of any lost or damaged Contents (unless caused by fair wear and tear, or recovered on the Landlord's insurance). Charges for replacing Contents are set out on the Inventory; charges for repair will

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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 approximate 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 in any way to change, damage, re-decorate or attempt to repair any part of the Building or the Contents;

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. If the Accommodation is in a Cluster Flat, this is a joint obligation with other occupiers of 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 large electrical appliance into the Building without the Landlord's prior consent and not to bring any room heating or cooking appliances into the Building under any circumstances.

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.

4.20 Not to possess or use in or near the Building weapons, replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items for use as weapons. Breach of this clause will be a serious breach of this tenancy agreement and may lead to termination of the tenancy.

4.21 In this clause and clause 4.35 'keys' includes all types of device for securing or gaining entry to the Building or any part of it:

4.21.1 Not to make any duplicate keys or change any locks at the Building.

4.21.2 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 8.1. Returning the keys to the Landlord will not in itself be sufficient to end the tenancy;

4.21.3 If at the end of the tenancy the Tenant does not return all keys to the Landlord, the Landlord may change the locks and charge the Tenant the proper and reasonable cost of doing so.

4.22 Not to allow anyone else to live at the Accommodation. If the Tenant does not comply with this clause, the Landlord may terminate this tenancy agreement in accordance with clause 7 and take steps to evict the Tenant and/or any person who lives in the Accommodation unlawfully.

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4.23 Not to allow more than one visitor to stay in the Accommodation overnight and not to have more than 3 visitors in the Accommodation at any one time. No visitor may stay in the Accommodation for more than 2 consecutive nights or more than 2 nights in the same week.

4.24 To be responsible for all the Tenant's invited visitors to the Building and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Building.

4.25 Not to leave the Accommodation unoccupied for more than one month without the Landlord's consent (which the Landlord will not withhold unreasonably).

4.26 Except for visitors permitted by clause 4.23:

4.26.1 Where the Accommodation is in a Cluster Flat, to use the Accommodation only as a study bedroom for single residential occupancy;

4.26.2 Where the Accommodation is a Studio, to use the Accommodation as a private residence only.

4.27 Not to bring any animal (including reptiles, fish, insects and birds) 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 annoyance or persistent disturbance to others. Persistent breach of this clause may result in termination of this tenancy agreement (see clause 7).

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 11.00pm and 8.00am is likely to be anti-social behaviour which may result in termination of this tenancy agreement and/or enforcement action by the local authority.

4.30 Not to cause any obstruction in any access way serving the Building or the Accommodation or neighbouring property.

4.31 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.

4.32 Not to possess, use, supply or deal in stolen goods, controlled drugs or "legal highs". Breach of this clause will always be treated as a serious breach of this tenancy agreement if it happens in the Building or the surrounding area and may result in termination of the tenancy.

4.33 Not to smoke (including using "e-cigarettes" or pipes of any kind) in the Accommodation or in any other part of the Building. Smoking is permitted in the grounds of the Building only in designated areas (if any – not all buildings will have these areas).

4.34 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation (and, where applicable, 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 this tenancy agreement.

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4.35 At the end of the Tenancy Period:

4.35.1 To clean the Accommodation;

4.35.2 To leave the Accommodation, cleared of all the Tenant's possessions and any rubbish;

4.35.3 To make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original positions;

4.35.4 To hand back the Accommodation to the Landlord in a good re-lettable condition;

4.35.5 To return to the Landlord all keys by 12 noon on the last day of the tenancy;

4.35.6 If the Accommodation is in a Cluster Flat, jointly with other occupiers to clean the Common Parts of the Cluster Flat, clear them of all personal belongings and rubbish, make sure Contents in the Common Parts are as described in the Inventory, in their original positions, and leave them in good re-lettable condition.

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

4.37 To notify the Landlord promptly if a pest 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, and replacement or repair of any furnishings damaged or contaminated by the infestation.

4.38 Not to run a business or carry out any trade of any kind from the Accommodation or any other part of the Building.

5 Landlord's obligations

5.1 To provide the Services (subject to the Tenant paying any Fees payable for them).

5.2 Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.

5.3 If the Agent or Landlord holds the Deposit, to return the Deposit (or balance after making any proper deductions) to the Tenant promptly after the termination of the tenancy and to account for any deductions which are made. 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 £20 from the Deposit to cover the cost of the banking fee and transfer fee incurred by the Landlord. 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. (If the Deposit is held by one of the authorised deposit protection schemes, the Deposit will be returned according to the rules of the relevant scheme).

6 Other conditions

6.1 Subject to the rules of the authorised tenancy deposit protection scheme (if any) the Landlord shall be entitled to use the Deposit (or a proper proportion of it) or invoice the Tenant for:

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6.1.1 Any damage, or compensation for damage, to the Accommodation and a share of any damage or compensation for damage to the Common Parts and their respective Contents for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the start of the Tenancy Period, damage by insured risks and repairs that are the responsibility of the Landlord.

6.1.2 The reasonable costs incurred in compensating the Landlord and/or the Agent for, or for rectifying or remedying, any major breach by the Tenant of the Tenant's obligations in this tenancy agreement, including those relating to the cleaning of the Accommodation and the Common Parts and their respective Contents.

6.1.3 Any unpaid accounts for utilities or other similar services or Council Tax incurred at the Accommodation for which the Tenant is liable.

6.1.4 Any Rent, Fees or other money due or payable by the Tenant under this tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

6.1.5 Any loss arising as a result of any breach by the Tenant of their obligations in this tenancy agreement (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)

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 this 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 Tenant's obligations in this tenancy agreement. For the avoidance of doubt the Tenant hereby authorises the Landlord to share the Tenant's sensitive personal data with the Tenant's educational institution and/or with the Guarantor for all reasonable purposes connected with the tenancy 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 this 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 this 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 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 The Landlord will not be an involuntary bailee. This means that the Landlord is entitled to remove any item left at the Building by the Tenant at the end of the tenancy. The Landlord shall have no responsibility to take care of any item the Tenant leaves at the Building when the tenancy ends or return it to the Tenant.

6.7 The parties to this tenancy agreement are the Tenant and the Landlord. It is not intended that the Agreement confers any benefit to anyone who is not a party to it other than the Agent.

7 Termination of this tenancy agreement by the Landlord

7.1 The Landlord may terminate this tenancy agreement at any time before the first day of the Tenancy Period if the Tenant is not able to start or continue their course of study at their chosen university or college. The Tenant must notify the Agent within 3 working days of becoming aware that s/he will not be able to start or continue his/her course.

7.2 The Landlord may terminate this tenancy agreement at any time before the Tenant takes occupation if the Tenant has not by then 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 this tenancy agreement at any time before the Tenant takes occupation, without notice to the Tenant, if the Tenant has not taken up residence within 3 days of the start of the Tenancy Period but the Tenant will be liable for the Rent up to and including the date of termination.

7.4 The Landlord shall be entitled to terminate the tenancy (by serving notice of termination) and apply to court for possession of the Accommodation on any of the following grounds:

7.4.1 any payment 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

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7.4.5 the Tenant deliberately or recklessly gave false information when applying for a tenancy.

7.5 If the Tenant wishes to cancel this tenancy agreement 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 Fee of £50.00 for dealing with the changeover. This fee is payable at the time of the changeover or by agreed deduction from the Deposit. On payment of the administration Fee and commencement of the new tenancy, the Landlord will release the Tenant from this tenancy agreement

7.6 The Landlord reserves the right to relocate the Tenant to comparable alternative accommodation during the Tenancy Period where it is reasonable to do so but if the Tenant is asked to move through no fault of their own the Tenant will have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.5) as an alternative to relocating.

7.7 If the Landlord relocates the Tenant at the Tenant's request or because the Tenant is in serious or persistent breach of one or more of their obligations in this tenancy agreement:

7.7.1 the Landlord shall be entitled to charge the Tenant a £50 administration Fee for dealing with the transfer;

7.7.2 the Tenant will surrender their tenancy of the Accommodation on the day they leave it and on the same day take a tenancy of the new accommodation for the remainder of the Tenancy Period;

7.7.3 the tenancy of the new accommodation will be on the terms of this tenancy agreement, except for the description of the Accommodation (which may be amended by a memorandum signed by both parties);

7.7.4 the Tenant and their Guarantor will be liable to pay the higher rent, from the date the Tenant is given access to the more expensive accommodation, if the Tenant requests a move to more expensive accommodation.

7.8 If the Accommodation is not immediately available for occupation at the start of the Tenancy Period the Landlord may provide either:

7.8.1 temporary alternative accommodation (if the problem is likely to be resolved in the short term); or

7.8.2 permanent alternative accommodation (if the problem is unlikely to be resolved in the first 4 weeks of the Tenancy Period).

7.9 Temporary alternative accommodation may be in a hotel, hostel, guest house or similar and the Tenant will accept the substitute for a period of 4 weeks without alteration to the Rent. If the Accommodation is still not available for occupation 4 weeks after the start of the Tenancy Period, the Landlord will either:

7.9.1 offer the Tenant permanent alternative accommodation; or

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7.9.2 continue to provide temporary alternative accommodation PROVIDED THAT the Tenant shall have the right to terminate this tenancy agreement (without having to comply with the conditions in clause 7.5), if they do not wish to continue living in temporary alternative accommodation.

7.10 Permanent alternative accommodation will be in a house, flat, studio or hall of residence of a similar standard to the Accommodation (or better) without alteration to the Rent. The Tenant will accept the permanent alternative if it has similar levels of amenity and is not more than 1 Km further from their place of study than the Accommodation.

7.11 If the Accommodation is not available for occupation at the start of the Tenancy Period and the Landlord (despite reasonable endeavours) is not able to provide alternative accommodation, the Tenant is entitled to a refund of all pre-payments s/he has made to the Landlord and shall have no further liability under this tenancy agreement.

8 Termination of this tenancy agreement by the Tenant

8.1 The Tenant may terminate this tenancy agreement only in accordance with Derwent Students' Cancellation Policy which is fully incorporated into this tenancy agreement and is available at www.derwentstudents.com

Signed by the Tenant : ……..

On Date: _____

Counter-signed by the Agent on behalf of the Landlord ……..

Agent – print your name and job title _____

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