

ASSURED SHORTHOLD TENANCY AGREEMENT

(This document should not be used to create a tenancy where the initial fixed term is to be for more than three years; you should consult a Solicitor, as such an agreement must be created by Deed)

1. SUMMARY OF CORE TERMS

1.1	DATE	[]	
1.2	PREMISES	[]	
1.3	EXCLUSIONS FROM THE PREMISES BEING LET (if applicable) (e.g. Garage or other outbuildings etc.)	[]	
1.4	NAME OF LANDLORD(S)	[]	
1.5	ADDRESS OF LANDLORD(S)	[]	
1.6	ALTERNATIVE ADDRESS FOR LANDLORD(S) (if applicable where the Landlord is not domiciled in England and Wales)	[]	
1.7	NAME OF TENANT(S)	[]	
1.8	DETAILS OF THE TENANT	Address of Tenant(s)	[]
		Telephone number of Tenant(s)	
		Mobile telephone number of Tenant(s)	
		Email Address of Tenant(s)	
		University/College and Course	
1.9	NAME OF GUARANTOR(S) (if any)		
1.10	ADDRESS OF GUARANTOR(S)	[]	
1.11	TERM	[] [months][year[s]] from and including [] to and including []	
1.12	RENT	[] per	

			[month] [week] [quarter] [6 months] [year] as increased in accordance with clause 3.3
1.13	UTILITIES AND OTHER CHARGES INCLUDED IN THE RENT		<p>the following charges are included in and payable as part of the Rent:</p> <p>[None]</p> <p>[or (place add tick in the boxes which apply)]</p> <p>(a) Council tax <input type="checkbox"/></p> <p>(b) Gas <input type="checkbox"/></p> <p>(c) Electricity <input type="checkbox"/></p> <p>(d) Television licence <input type="checkbox"/></p> <p>(e) Telephone <input type="checkbox"/></p> <p>(f) Broadband <input type="checkbox"/></p> <p>(g) Other (please state)..... <input type="checkbox"/></p>
1.14	RENT PAYMENT SCHEDULE AND REFERENCE	Rent Payment Dates	the [] day of each [week] OR [month] OR [INSERT other agreed period]
		Rent Payment Reference No.	[]
1.15	DEPOSIT AND DEPOSIT SCHEME See clause 6 below for further details	Deposit amount	[]
		Deposit scheme	[]
1.16	ADDITIONAL COSTS	Letting Administration Fee	[]
		Inventory Fee	[]

2. **DEFINITIONS and INTERPRETATION**

2.1 The terms set out at clause 1 above form part of this Agreement and words and expressions set out in clause 1 are to be treated as defined terms.

2.2 The following definitions and rules of interpretation apply in this Agreement:

Agent

Means appointed by the landlord, Urban Student Life Limited a private limited company incorporated and registered in England and Wales (Company number 07132365) 94a High Street, Sevenoaks, Kent, TN13 1LP, United Kingdom or such other letting or management agent, or any other duly authorised person acting on behalf of the Landlord, notified to You, from time to time..

PLEASE NOTE: The Agent has the full authority of the Landlord to enter into this Agreement for and on behalf of the Landlord and may itself use sub-contractors or sub-agents.

Building

Means the building of which the Premises form part and each and every part of the Building

Fixtures and Fittings

References to fixtures and fittings relate to any of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.

Guarantor

Means the party or parties (if any) specified in clause 1.9 and any other person who may from time to time guarantee the performance of Your obligations under this Agreement

Head Lease or Superior Lease

Means a lease (if any) under which the Landlord himself holds, or owns the Premises and which contains the obligations of which the Landlord, or his tenant in turn, may be bound.

Inventory and/or Schedule of Condition

This refers to any document prepared by the Landlord, the Agent or an inventory clerk and provided to You detailing the Fixtures and Fittings, the décor and condition of the Premises generally.

Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the Landlord or his Agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

Landlord

Means the party or parties specified in clause 1.4 or any such person or persons who at any relevant time owns, or has a formal interest in, the Premises that gives them right to possession of the Premises.

Month/Monthly

Means a calendar month

Premises

Means the premises specified in clause 1.2 including all or any part of the dwelling, gardens, paths, fences, boundaries or other outbuildings, which form part of the premises let to the Tenant. Where the Premises form any part of another property (e.g. in a block of building flats) the letting includes the use, in common with others, of communal access ways and other similar facilities.

Tenant and You/Your

A person, or persons, who at any relevant time are entitled to occupy the Premises under the terms of this Agreement. Any reference to You or Your or Yourself in this Agreement, refers to the Tenant of the Premises.

Utilities

Means drainage, water, gas, electricity, telecommunications, internet, data communications and all other services, supplies or amenities and “**Utility**” shall mean any one of them.

Consent of the Landlord

Means written (including electronic) consent from the Landlord or the Agent on his behalf. The Landlord (or the Agent on his behalf) may withdraw any Consent previously given on reasonable grounds by reasonable notice.

Masculine & Feminine, Singular and Plural

Any reference to either one gender includes the other and any reference in the singular shall include the plural and vice versa, in each case if appropriate.

The Term

References to the Term of tenancy include any extension or continuation, or any statutory periodic tenancy that may arise following the end of the period set out in clause 1.11.

3. GRANT OF THE TENANCY AND RENT

- 3.1 The Landlord lets the Premises to the Tenant for the Term.
- 3.2 This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the Housing Act 1988.
- 3.3 The Landlord may increase the Rent on the relevant “review date” (being the first anniversary of the start of the Term and each anniversary of that date) provided that such increase shall not exceed the higher of:
 - 3.3.1 the percentage change in the Retail Prices Index over the preceding year (calculated by reference to the last index published before the date on which the Landlord serves the notice referred to in clause 3.4 and the index published 12 months prior to that); and
 - 3.3.2 5%.
- 3.4 If increasing the Rent, the Landlord will notify You not less than 21 days before the relevant review date specifying:
 - 3.4.1 the percentage by which the Rent will increase on the relevant review date
 - 3.4.2 the Rent payable from the relevant review date.

4. TENANT'S OBLIGATIONS

PLEASE NOTE: *These are the things that You agree to do or not to do. It is important to understand what You must or must not do. If You do not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from You, or to seek remedies against You, including the possibility of eviction.*

If the Tenant or the Guarantor is more than one person, any reference to the Tenant or the Guarantor refers to each such person and any obligations of the Tenant or the Guarantor are joint and several, meaning that each person acting as Tenant or Guarantor is responsible for payment of all rent and liabilities falling upon the Tenant, not just a proportionate part.

You agree to the following:

4.1 GENERAL LIABILITIES, SERVICES AND UTILITIES

- 4.1.1 To be responsible and liable for all obligations under this Agreement.

- 4.1.2 To pay the Rent on or prior to the Rent Payment Dates, whether formally demanded or not, by the method specified by the Landlord or the Agent to You. **Failure to do so will lead to immediate formal rent collection proceedings and You may be served a Section 8 eviction notice to vacate the premises within 28 days. All due Rent and all other sums due will be pursued for recovery which may lead to You or any other persons on Your behalf (Guarantor) being served with formal court papers.**
- 4.1.3 You will pay interest (calculated from day to day) at 4 % over the Bank of England base rate on any payment that remains unpaid more than 14 days after the date on which it becomes due. The interest will be payable from the date the payment should have been paid until the date it is actually paid.
- 4.1.4 To occupy the Premises as a student occupier unless agreed otherwise and to produce to the Landlord a certificate or other such evidence as the Landlord may request proving such registration. If You are unable to prove to the satisfaction of the Landlord You are a registered student then You shall be responsible for payment of any council tax or any replacement taxation in respect of the Premises.
- 4.1.5 To be responsible for the payment of all associated charges in respect of the use and supply of any Utilities at the Premises during the tenancy other than as set out in clause 1.13.
- 4.1.6 Not to tamper, interfere with, alter or add to any Utility installation or meter either in or serving the Premises.
- 4.1.7 Not to have or allow a key meter for any Utility to be installed or any other meter which is operated by the insertion of coins, or a prepaid card, or key, without the prior Consent of the Landlord, which will not be unreasonably withheld.
- 4.1.8 Not to breach the terms of any Head Lease or Superior Lease affecting the Premises which has been notified to You.
- 4.1.9 To comply with all regulations notified to You or contained within any relevant tenant guide or handbook for the Premises and/or the Building published by the Landlord or the Agent from time to time.
- 4.1.10 To observe and be bound by the disciplinary code and rules and regulations relating to student occupancy of residential property as published by the University or College which You attend.
- 4.1.11 Not to use the Premises, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.
- 4.1.12 Not to store or bring into the Building fire arms, fire arm ammunition or any item(s) the Landlord deems as dangerous or threatening, including replicas or decommissioned fire arms.
- 4.1.13 Not to use any deep fat fryer or chip pan within the Building.
- 4.1.14 Not to use cooking equipment or kitchen appliances outside of any kitchen area.
- 4.1.15 Not to set off a fire alarm without due cause (even if accidentally), and if You or any of Your guests do set off a fire alarm without due cause, resulting in attendance of the emergency fire services or the evacuation of the building(s), You will pay on written demand a reasonable sum as required by the relevant emergency service to cover any resulting costs incurred by the Landlord.
- 4.1.16 For the duration of the tenancy, to pay the appropriate television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Premises.
- 4.1.17 To use the Premises only as a single private residence for Your occupation and not to carry on any formal or registered trade, business or profession there.

- 4.1.18 Not to sublet, take in lodgers or paying guests without the prior Consent of the Landlord which may be withheld for any reason and may be subject to conditions and further legal documents being entered into at Your cost.
- 4.1.19 Not to assign the tenancy of the Premises or any part of it without the prior Consent of the Landlord, which may be withheld for any reason and may be subject to conditions and legal further legal documents being entered into at Your cost. You will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted and assessing any potential new tenant.
- 4.1.20 As soon as possible after receipt, to send to the Landlord or his Agent any formal or legal notice or orders or other similar documentation delivered to the Premises by a third party which relate to, or might significantly affect, the Premises, its boundaries or adjacent properties.
- 4.1.21 To reimburse on demand the reasonable costs incurred by the Landlord, or his Agent or professional advisers, in successfully enforcing or remedying a breach of, or significant failure to comply with, Your obligations under this Agreement.
- 4.1.22 To pay the reasonable costs of the Landlord or his Agent on each occasion where acting reasonably either the Landlord or his Agent is required to send out a letter concerning any confirmed breaches of the tenancy agreement or where any payment made by You is returned or refused by the Landlord's or the Agent's bank for any reason.
- 4.1.23 To reimburse on demand the Landlord or his Agent any sums which the Landlord or his Agent is required to repay to the local authority in respect of housing benefit, which has been paid directly to the Landlord or his Agent on Your behalf, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or Your ineligibility.
- 4.1.24 To pay for or reimburse the fair costs involved in carrying out repairs and maintenance to the Premises or the Fixtures or Fittings where such action is required as a result of negligence, or significant breach of this Agreement, or mis-use, by You or Your invited guests or visitors.
- 4.1.25 To promptly inform the Landlord or his Agent of any accident loss disrepair or damage (accidental or otherwise) in relation to the Premises or the Building or any other event which might affect any insurance policy relating to the Building. Subsequently, to provide, as soon as is practical, full written details of the incident in order for the Landlord or his Agent to assess whether to make a claim on any relevant insurance policy.
- 4.1.26 Not deliberately to do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which would damage the Premises the Building or the Fixtures and Fittings.
- 4.1.27 To pay the reasonable costs of the Landlord or his Agent for any changes to the tenancy agreement, re-allocation of room or replacement tenancy agreement.
- 4.1.28 To reimburse the Landlord for any excess sum, up to a maximum of £150, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on Your part or on the part of Your invited visitors or guests in breach of this Agreement.

INSURANCE: For the avoidance of doubt, Your belongings, furnishings or equipment within the Premises are not covered by any insurance policy maintained by the Landlord

4.2 LOCKS AND SECURITY

- 4.2.1 Before leaving the Premises empty or unoccupied for any continuous period in excess of 5 days, to notify the Landlord or his Agent not less than 2 days in advance and to fully cooperate and comply (and bear the fair cost of such compliance) with any reasonable

requirement or conditions relating to the security or safety of the Premises and contents whilst being left empty or unoccupied.

- 4.2.2 Not to change any burglar alarm codes (if any) without the prior Consent of the Landlord which will not be unreasonably withheld. Where Consent is given, to promptly provide the Landlord or his Agent with the relevant new code.
- 4.2.3 Not to change, alter, add or otherwise damage any locks or bolts on the Premises (except in the case of an emergency) without the prior Consent of the Landlord which will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the property, to promptly provide the Landlord or his Agent with a full set of keys at Your expense.
- 4.2.4 Not to keep any keys or keys cards issued to You with items identifying Your address and to pay the Landlord for the replacement of any lost, stolen or damaged keys or key cards.
- 4.2.5 If any lock or bolt is installed or changed in the Premises without the prior Consent of the Landlord to remove them if required by the Landlord or his Agent, and be responsible for the fair costs of making good any damage to the Premises as a result of such removal.
- 4.2.6 To take adequate precautions to keep the Premises, including the external doors and windows, locked and secured, and any burglar alarm set, when the Premises are empty.
- 4.2.7 Not to prop open any fire doors in the Premises or in the Building except by any built in system that closes them in the event of a fire and not to alter the operation of, disable or interfere with any self-closing mechanism.
- 4.2.8 Not to alter the operation of or tamper with automatic opening vents or window restrictors or open any window past the restricted length.
- 4.2.9 During the tenancy, to take such reasonable precautions to keep the Premises free from infestation by vermin, rodents or animals flees. Where such infestation occurs as a result of action or inaction on Your behalf, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such infestation.

4.3 **GARDEN**

- 4.3.1 Not to dig up or cut down, any trees shrubs or bushes or timber (if any), except with the prior Consent of the Landlord.

4.4 **USE OF PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER**

- 4.4.1 To take reasonable and proper care in the use of the Premises and the Fixtures and Fittings and not to deliberately damage or alter the Premises, its décor or the Fixtures and Fittings either internally or externally.
- 4.4.2 Where You or Your invited guests or visitors have damaged any windows or door glass at the Premises, to promptly repair or replace such glass to the required specification and pay for the costs involved.
- 4.4.3 Not to damage or overload any electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
- 4.4.4 To ensure that all electrical appliances in the Premises are in a good and safe working condition and to have any non-British Standard electrical item tested to ensure it complies with UK PAT regulations.

- 4.4.5 To replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses, etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.
- 4.4.6 To test any battery operated smoke alarms or carbon monoxide alarms or any other battery operated alarms fitted in the Premises at regular intervals and replace any battery in an alarm which is found not to working. If the alarms are not working after the fitting of a new battery, to inform the Landlord or his Agent as quickly as possible.
- 4.4.7 Not to alter the operation of, tamper, misuse or disable any fire safety equipment, including but not limited to smoke alarms, fire detector heads, fire extinguishers, fire blankets and fire suppression equipment.
- 4.4.8 To unblock or clear stoppages in any sink, or basin or toilet or waste pipes which serve such fixtures if they become blocked with Your waste, or as a result of Your actions or inactions (or those of Your invited visitors or guests) in breach of obligations under this Agreement.
- 4.4.9 Not to alter the appearance of the decoration or the structure of the Premises or the Fixtures and Fittings either internally or externally without obtaining the prior Consent of the Landlord which will not be unreasonably withheld but may be subject to conditions. If Consent is given, You must return the decoration or structure back to its original appearance and make good any damage prior to the end of Your tenancy unless the Landlord gives Consent.
- 4.4.10 To take care not to put or allow to be put, any damaging oil, grease or other inflammable, harmful, staining or corrosive substances into the washing or sanitary appliances or drains within the Premises.
- 4.4.11 To notify the Landlord or his Agent as immediately as practicable of any defect, damage or disrepair which develops or occurs at the Premises, which might be, or might reasonably be expected to become a hazard or danger to life or limb or to the fabric of the Premises itself. You must not carry out or authorise repairs Yourself, except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- 4.4.12 Not to keep or to bring onto the Premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Premises or the health of its occupants or of the neighbours.
- 4.4.13 Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the Premises (either externally or internally) without obtaining the prior Consent of the Landlord which may be withheld for any reason. If granted, You will meet all the costs of installation and subsequent removal and the costs of making good of any resultant damage or redecoration if so required by the Landlord.
- 4.4.14 Not to do anything at the Premises (including by way of example only the playing of any radio, television, stereo system or similar device so that it can be heard outside the Premises), which is a nuisance or annoyance or causes damage to the Premises, to communal areas inside or outside of the Building, or to adjacent or adjoining premises or neighbours or which might reasonably be considered to be anti-social behaviour.
- 4.4.15 Not to remove from the Premises any of the Fixtures and Fittings, nor to store them in a loft, basement, garage or outbuilding (if any) without obtaining the prior Consent of the Landlord. If Consent is granted, to ensure that any such items are stored safely without damage and at the end of the tenancy are returned, within reason, to the same places from which they were removed.
- 4.4.16 Not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue sticky tape, blue-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose

and to repair or pay for the repair of any damage caused by such fixings or their removal at the end of the tenancy.

- 4.4.17 Not to store or keep any boat, caravan, bike or vehicle on the Premises or within any other area inside or outside the Building without the prior Consent of the Landlord.
- 4.4.18 Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance to a vehicle of which You are the registered keeper at the time.
- 4.4.19 To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to Premises or the Fixtures and Fittings.
- 4.4.20 Where You breach or clearly fail to comply with any of the obligations relating to looking after or the use and occupation of the Premises set out under this Agreement, You agree to carry out (at Your own cost) any reasonable and necessary corrective measures or action within a maximum of 4 weeks of being asked in writing to do so by the Landlord or his Agent (or within any alternative timescale agreed with the Landlord or his Agent). After that time, the Landlord or his Agent may notify You that the Landlord is arranging for the work to be done and in such circumstances You are liable for the reasonable costs involved in carrying out such works.
- 4.4.21 Not to keep any kind of animal in the Premises or the Building or grounds in which the Premises are located (if applicable) without the prior Consent of the Landlord, which may be withheld for any reason or granted subject to conditions. If Consent is given, You will repair or pay for the repair of any damage caused and anything done to remove odour or staining including any specialist cleaning or replacement of carpets or items belonging to the Landlord.
- 4.4.22 To pay for any Fixtures and Fittings and Landlord's contents which are damaged, destroyed or lost during the tenancy and pay for any components of the Landlord's gas, electrical, heating or other appliances which become defective due to misuse.
- 4.4.23 To ensure that rubbish does not accumulate at the Premises, and put all waste on collection days in bins provided for the Premises or in communal bins.
- 4.4.24 Not to smoke inside the Premises or any communal area (but designated smoking areas outside the Building, if any, can be used).
- 4.4.23 In common with the other occupiers of the Building to be responsible for keeping the communal areas in the Building in a clean and safe condition and not to leave or deposit or permit to be left or deposited any goods, parcels, cases, refuse, litter or any other thing or obstruction in or upon the hallways, staircases, passages, pathways or any other communal areas inside or outside of the Building.
- 4.4.24 Not to remove any Fixtures and Fittings or other items from the communal areas within the Building.

4.5 ACCESS AND INSPECTION (*Co-operation with the Landlord or his Agent*)

- 4.5.1 During the last 2 months of the tenancy, upon a minimum 24 hours' prior written notification, to permit the Premises to be viewed by prospective tenants or purchasers who are authorised to do so by the Landlord or his appointed Agent during working hours and or at other reasonable times including at weekends. Except where agreed otherwise with You, the Landlord or his Agent or representative will accompany these viewing appointments.
- 4.5.2 To permit the Landlord or his Agent or authorised workman from time to time upon 24 hours' prior written notification (except in the case of an emergency) to enter the Premises with a spare key during working hours and or at other reasonable times including weekends, to inspect the Premises or the Fixtures and Fittings, and to do work which might be required

under the Landlord's statutory compliance obligations from time to time in order to fulfil obligations under this Agreement or relevant legislation.

4.6 AT THE END OF THE TENANCY

- 4.6.1 To clean to (or to pay for the cleaning) a good standard, the Premises and the Fixtures and Fittings, including the cleaning of any hobs and ovens, fridges and freezers, carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which are the property of the Landlord and which have become soiled, stained or marked during the Term, (fair wear and tear expected). To provide upon request, receipts to the Landlord or his Agent to demonstrate compliance with this clause.
- 4.6.2 To remove all Your refuse and rubbish from within the Premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at Your expense.
- 4.6.3 To return all keys to the Premises (including any new or additional or duplicate keys cut during the tenancy) to the Landlord or his Agent promptly on the last day of the tenancy. You will pay the cost of replacing locks and cutting new keys if any keys are not returned to the Landlord or the Agent in accordance with this clause.
- 4.6.4 To replace the Landlord's items in the same areas of the Premises (as far as is practicable) as at commencement of the Term promptly on the last day of the tenancy.
- 4.6.5 Any of Your belongings, or property, or personal effects, or foodstuffs or furnishing and equipment left behind at the Premises will be considered abandoned if You have not removed or retrieved them, after the end of the tenancy and after the expiry of 14 days written notice sent, addressed to You, to the address provided by You to the Landlord in accordance with clause 4.6.7 or, in the absence of such an address, to the address of the Premises. After this time the Landlord, or his Agent, may remove, store or dispose of any such costs items as he sees fit. You will remain liable for the reasonable costs of arranging such removal storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and You will be liable for any surplus costs after such deduction.
- 4.6.6 Where such items belonging to You described in clause 4.6.5 above are of bulky or unwieldy nature (either individually or as a collection) which may prevent the Landlord or other persons from being able to comfortably occupy or make use of, or re let, or sell the Premises, or any part of the Premises, the Landlord reserves the right to charge You damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by You or in line with clause 4.6.5.
- 4.6.7 To promptly provide as soon as is practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to the Landlord or his Agent; for ease of administration and communication between parties, including the processes involved in the return of the deposit.
- 4.6.8 To make arrangements to forward any post.
- 4.6.9 If the Landlord allows You to remain in the Premises after the Term has expired then the tenancy shall continue as a periodic tenancy on a monthly basis and the terms of clause 4.6.9 and 4.6.10 shall apply.
- 4.6.10 The Landlord has the right to recover possession if:
 - (a) the Term has expired;
 - (b) the Landlord has given two months' notice to You of the intention to recover possession of the Premises; and

(c) at least six months have passed since the date of this Agreement.

4.6.11 If You wish to bring to an end a periodic tenancy which has been created after the expiry of a contractual tenancy, You may bring that periodic tenancy to an end by giving to the Landlord one calendar month's notice in writing.

5. LANDLORD'S OBLIGATIONS

- 5.1 To keep the Premises and the Landlord's contents (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the Landlord considers necessary from time to time.
- 5.2 Not to interrupt or to interfere with Your lawful occupation, enjoyment or use of the Premises other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this Agreement and having provided at least 24 hours prior written notice.
- 5.3 To comply with section 11 of the Landlord and Tenant act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the Premises; to keep in repair and proper working order the installations in the Premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas, or electricity); to keep in repair and proper working order the installations in the Premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the Premises and the locality which it is situated.
- 5.4 Where the Landlord supplies a working burglar alarm with the Premises at commencement of the tenancy, to keep it in working order and repair, but only where such repair is not caused by negligence or mis-use by You, or Your invited guests or visitors.
- 5.5 To take reasonable steps to ensure that the Landlord's domestic gas and electric appliances and other similar mechanical appliances in the Premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the Landlord's obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 2016, the Plugs and Sockets Regulations 1994 and any other Regulation or Act in force which directly relates to the Landlord's obligations.
- 5.6 The Landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the Premises and that all appropriate consents necessary for him or the Agent to sign this Agreement have been obtained.
- 5.7 Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an Agent to whom the Rent under this Agreement shall be paid. If the Landlord fails to appoint such a representative or Agent the Landlord agrees that You will be entitled to deduct, and hold for payment to HM Revenue & Customs, basic rate tax from the Rent as may be required by the Finance Act 2015 or subsequent similar legislation as it relates to non-UK resident landlords.
- 5.8 The Landlord shall be entitled to engage the Agent, sub-contractor or any other third party to perform any of its obligations under this Agreement on its behalf.

6. DEPOSIT AND CHARGES

6.1 At the end of the tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

- 6.1.1 make good any damage to the Premises or the Fixtures and Fittings (except for fair wear and tear) caused by Your failure to comply with Your obligations under this Agreement;
 - 6.1.2 replace any Fixtures and Fittings or other Landlord's consents which may be missing from the Premises;
 - 6.1.3 pay for the Premises and the Fixtures and Fittings to be cleaned if You are in breach of Your obligations under clause 4; and
 - 6.1.4 pay any Rent or other sums due from You or payable by You under this Agreement which remain unpaid including but not limited to any unpaid accounts for any Utilities or other services or council tax incurred at the Premises;
- 6.2 The Deposit is held by the Agent or its sub-contractor who is a member of the Deposit Scheme.
- 6.3 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Landlord or Agent.
- 6.4 At the end of the tenancy the Agent must tell You within 10 working days of the tenancy ending if it proposes to make any deductions from the Deposit.
- PLEASE NOTE: In the event of a dispute in relation to the Deposit You should follow the guidance provided to You separately following receipt of the Deposit.*
- 6.5 The Landlord acknowledges receipt of the Letting Administration Fee and the Inventory Fee which are non-refundable.

7. GENERAL

ALL PARTIES OF THIS AGREEMENT SHOULD READ THESE CLAUSES

7.1 Re-instatement of property rendered uninhabitable

The Landlord's repairing obligations referred to in clause 5.3 shall not require the Landlord to:

- 7.1.1 carry out works or repairs for which You are liable under this Agreement;
- 7.1.2 rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident; or
- 7.1.3 keep in repair or maintain anything which You are entitled to remove from the Premises.

7.2 The Contract (Rights of Third parties) Act 1999 does not apply to this Agreement.

7.3 This Agreement is subject to all the laws and statutes affecting assured shorthold tenancies. If a court decides that some part of this Agreement is invalid or unenforceable, the rest of this Agreement will still be valid and binding on all parties.

7.4 Service of Notices etc. by Landlord or Agent

- 7.4.1 Any notice, demand or other communication given to a party under or in connection with this Agreement shall be in writing in English and given by:

- (a) personally serving it on a party or having it delivered and signed for at the party's current address for service (in either case it is deemed immediately received);
- (b) sending it by pre-paid first class post or other next working day delivery service (in which case it is deemed received on the second business day after posting);
- (c) sending it by an electronic method that includes a valid digital or electronic signature (in which case it is deemed received on the earlier of 24 hours after transmission or when the recipient opened it);
- (d) emailing it (unless it must be signed, in which case it may not be sent by email) from the sender's designated email address for notices at the relevant time to the recipient's designated email address for notices at the relevant time (in which case it is deemed received 24 hours after transmission provided that there has been no email notice of any kind of failure to deliver).

7.4.2 Such notices, demands or other communication shall be sent to the address or email address specified at clause 1 of this Agreement or to such other address or email address as is subsequently notified in writing to the other party.

7.4.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

7.5 **Stamp Duty land Tax (SDLT)**

You will be responsible for assessing your liability, if any and at any time, for Stamp Duty land Tax (SDLT) and for submitting the appropriate forms and payment to HM Revenue & Customs.

PLEASE NOTE: This is a legal obligation and HM Revenue & Customs may impose fines or penalties for failure to comply. The calculation of the liability for duty on rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from www.hmrc.gov.uk

8. **FORFEITURE – RIGHT OF RE - ENTRY**

Important: If You or the Guarantor (if any) are unsure of Your rights or require further clarification of this clause You or the Guarantor (as applicable) should consult a solicitor or local Citizens Advice Bureau.

The law (protection from Eviction Act 1977) gives tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a landlord's rights, except in certain circumstances, to evict from, or prevent a tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For the landlord to commence legal proceedings to repossess the premises based on a breach of the tenancy (where the tenant has failed to remedy the breach in good time), which might result in the court evicting the tenant or issuing a court order terminating the tenancy earlier than might otherwise be lawful; the law requires the tenancy agreement to contain a forfeiture clause, sometimes referred to as a Right of Re-entry. Clause 8.1 is such a clause.

For the avoidance of doubt: - In order to exercise the legal rights under this clause 8.1 a landlord will first need to obtain a court order.

- 8.1 The Landlord reserves the right to re-enter the Premises if:
- 8.1.1 the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not;
 - 8.1.2 Your status as a registered student of the relevant University or College is terminated or suspended for any reason whatsoever;
 - 8.1.3 You use abusive, violent or threatening behaviour or use any form of electronic or paper media to post, note, transmit, publish or send anything which could reasonably be considered to be abusive or threatening to another resident in the Building, the Landlord, the Agent or any representative of the Landlord;
 - 8.1.4 You use the Premises or any communal areas in the Building for any unlawful purpose;
 - 8.1.5 You are declared bankrupt under the Insolvency Act 1986;
 - 8.1.6 You have breached any of Your obligations in this Agreement; or
 - 8.1.7 any of the Grounds 2, 8, 10-15 and 17 of the Housing Act 1988 apply.
- 8.2 If the Landlord re-enters the Premises pursuant to this clause, then the tenancy shall immediately end but You will remain liable for the rent for the whole of the Term. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by You will remain in force.

9. GUARANTEE

- 9.1 The Guarantor (if any) guarantees to the Landlord that You will pay the Rent and observe and perform all the tenant covenants of the Agreement and undertakes that if You fail to do so, the Guarantor shall pay or observe and perform them.
- 9.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 9.1 to indemnify and keep indemnified the Landlord against any failure by You to pay the Rent or any failure to observe or perform any of the tenant covenants of this Agreement.
- 9.3 The liability of the Guarantor under clause 9.1 and clause 9.2 shall continue until the tenancy comes to an end and You are released from the tenant covenants of this Agreement.
- 9.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- (a) any time or indulgence granted by the Landlord to You;
 - (b) any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them;
 - (c) the Landlord exercising any right or remedy against You for any failure to pay the Rent or to observe or perform the tenant covenants of this Agreement;
 - (d) the Landlord taking any action or refraining from taking any action in connection with the Deposit;

- (e) You dying or becoming incapable of managing Your affairs.

10. DATA PROTECTION & CONFIDENTIALITY

The Landlord and/or the Agent may share details about the performance of obligations under this Agreement by the Landlord and You and may share past, present and future known contact details of the parties, with each other, with sub-contractor agents, with building managing agents and any owner of any Superior Lease, with credit and reference providers for referencing purposes and rental decisions, with Utility providers, local authority council tax and housing benefit departments, and mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for debt tracing and fraud prevention.

Please note under the Data Protection Act 1998 You are entitled, on payment of a fee to see a copy of Your personal information held by You and to have it amended if it is shown to be incorrect.

11. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

12. SIGNATURE of the PARTIES

IMPORTANT

This Agreement contains the terms and obligations of the tenancy. It sets out the promises made by the Landlord to You and by You to the Landlord. These promises will be legally binding once the Agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst we have aimed to write this Agreement using plain and intelligible language, it inevitably contains some legal terms and references.

If You or the Guarantor (if any) do not understand this Agreement, or anything in it, it is strongly recommended You ask for an explanation before signing it. You might consider consulting a solicitor, the Citizens Advice Bureau or Housing Advice Centre.

The terms and conditions of this agreement include those special or additional clauses (if any) set out in clause 13 overleaf.

Signed by

for and on behalf of, the **LANDLORD**

Signatory printed name:.....

Signed by

.....

Sign here

Tenant printed name

.....

Sign here

Second Tenant (if any) printed name

.....

Sign here

Third Tenant (if any) printed name

.....

Sign here

Fourth Tenant (if any) printed name

.....

Sign here

Guarantor (if any) printed name

13. The following are SPECIAL or ADDITIONAL CLAUSES negotiated between the parties. (Examples might be: clauses relating to break clauses, permitted occupiers, additional charges etc.)

If there are no special clauses please draw a diagonal line through the blank space of this section

