



ASSURED SHORTHOLD TENANCY AGREEMENT

Under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996 and further amended by the Housing Act 2004.

This Agreement is intended to create an Assured Shorthold Tenancy Agreement in accordance with Section 19A Housing Act 1988 as amended by the Housing Act 1996 and further amended by the Housing Act 2004. It gives the Tenant (as defined) a right to occupy the Property until the agreement is brought to an end in accordance with the provisions contained in that Act. The Tenant understands that the Landlord (as defined) can recover possession at the end of the Term (as defined) and may also end the tenancy early if the Tenant fails to carry out their responsibilities.

IMPORTANT

This Agreement contains the terms and obligations of the tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once the Agreement has been signed by both parties and dated. You should read it carefully to ensure there is nothing in the Agreement that you are not prepared to agree to and it contains everything you require. Whilst every attempt has been made to compose this Agreement using straightforward language, it inevitably contains some legal terms and references.

Please ensure that if you do not understand your legal rights you consult a Housing Advice Centre, Solicitor or Citizens Advice Bureau.

THE AGREEMENT PARTICULARS AND DEFINITIONS

Some of the information detailed below is prescribed under the Housing Act 2004. This means that the two parties to this **Agreement** must be made aware of their rights during and at the end of the tenancy regarding the protection of and deductions from the **Security Deposit**.

THIS AGREEMENT IS MADE BETWEEN:

Landlord:	Brick Projects (Queensgate) Ltd (Company Number 08714478), Kimberley House, 31 Burnt Oak Broadway, Edgware, Middlesex, HA8 5LD. ALL COMMUNICATIONS WITH THE LANDLORD REGARDING THE TENANCY AGREEMENT SHOULD BE MADE THROUGH THE LANDLORD'S AGENT.
Operator:	The Landlord's Operator is: Homes for Students Ltd, The Innovation Centre, Hornbeam Park, Hookstone Road, Harrogate, HG2 8QT Email: salesenquiries@wearehomesforstudents.com Tel: +44 (0)333 344 2829
Agent:	The Landlord's Agent is: Homes for Students Ltd, The Innovation Centre, Hornbeam Park, Hookstone Road, Harrogate, HG2 8QT Email: Error! Hyperlink reference not valid. Tel: +44 (0)333 344 2829

AND:

Tenant 1 and 2 (jointly "the Tenant")	1. <Forename> <Surname>	2.
Tenant Mobile No:		
Tenant's Email Address:		

AND IS MADE IN RELATION TO THE PREMISES AT:

Property:	Studio No: <FlatName>, <RoomName>, <AreaName>
Building:	Queens Gate, 15 – 17 Queen Terrace, Southampton, SO14 3LR.
Shared Facilities:	Use and access to all communal facilities and garden at the Building
Fixtures, Fittings and Furniture:	This refers to all furniture, furnishings or effects, fixtures, fittings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings belonging to the Landlord and includes anything listed or specified in the Check-in Inventory and Schedule of Conditions or any items replacing them.
Parking Space No: (if any)	

THE MAIN TERMS OF THE TENANCY AGREEMENT ARE:

Commencement Date:	<AgreementStart>	Expiration Date:	<AgreementEnd>
Check-in Time:	14:00	Check-out Time	12:00
Rent:	<WeeklyRent> per week (payable in <NumberOfInstallments> instalments).		
Reservation Fee	The amount payable on confirmation of booking is £<DepositAmount>.00. This Reservation Fee will automatically be registered as your Security Deposit on the Commencement Date of your Agreement (see below).		
Security Deposit:	The £<DepositAmount>.00 Security Deposit will be protected by the Agent under the Deposit Protection Service (https://www.depositprotection.com/ https://www.tds.gb.com/) per clause 6 of this Agreement .		

First Rental Payment	Your first rental payment is due on <InstallmentDueDate1> one full month before the Commencement Date of your Agreement .
Rent Payment Dates:	<p>If you have a UK guarantor or a Housing Hand Instalment Facility Plan, Rent is payable in advance in <NumberOfInstallments> instalments. Otherwise, Rent is payable in advance for the whole Tenancy Term.</p> <p><InstallmentDueDate1> <InstallmentAmount1> <InstallmentDueDate2> <InstallmentAmount2> <InstallmentDueDate3> <InstallmentAmount3> <InstallmentDueDate4> <InstallmentAmount4> <InstallmentDueDate5> <InstallmentAmount5> <InstallmentDueDate6> <InstallmentAmount6> <InstallmentDueDate7> <InstallmentAmount7> <InstallmentDueDate8> <InstallmentAmount8> <InstallmentDueDate9> <InstallmentAmount9> <InstallmentDueDate10> <InstallmentAmount10></p>
Rent Payment Details:	<p>The Rent is payable to the Agent whose bank details are:</p> <p>Sort Code: 53-50-21 Account No: 55512747 Swift/BIC: NWBKGB2L IBAN: GB39NWBK53502155512747</p> <p>Account Name: Homes for Students</p> <p>Please quote Payment Reference: <StudentID></p>
Rent Inclusive of:	All utilities and unlimited Wi-Fi (subject to fair usage policy of the supplier).
Rent Exclusive of:	UK Council Tax (if applicable, full time students can apply for an exemption); TV licensing, telephone costs and parking (where applicable).
Special Conditions (if any agreed between Landlord and Tenant):	<ul style="list-style-type: none"> • Tenant agrees to pay a minimum charge of £80.00 to carry out a professional clean of the Property at the end of the Tenancy. • If the condition of the Property at Check-Out is inferior to that as documented by the Inventory at Check-In then the following additional cleaning charges may apply: <ul style="list-style-type: none"> £45.00 if the appliances (Fridge/Freezer/Oven/Hob/Extractor) require special/additional cleaning. £45.00 if the bathroom requires special/additional cleaning and/or limescale removal. £45.00 if the floor requires a special scrub and cleaning which will be agreed with the Tenant on check-out.

	Tenant agrees to pay a minimum charge of £40.00 per hour (extra charges to be agreed at check-out) if the Landlord has to empty the room and dispose of any of the Tenant's personal possessions left behind at the end of the Tenancy .
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SIGNED AS AN AGREEMENT BY:

Signed by the Tenant:

<Forename> <Surname>

Signature _____

Date _____

Signed by Tenant 2 (the Joint Tenant), if applicable:

Signature _____

Date _____

Signed by Agent on behalf of the Landlord:

Homes for Students Ltd

Signature _____

Date _____

SECURITY DEPOSIT CERTIFICATE

THIS TENANCY IS SUBJECT TO TENANCY DEPOSIT PROTECTION PRESCRIBED INFORMATION - HOUSING ACT 2004

The **Agent** confirms that the Deposit is held by him as a stakeholder. The Agent's membership number of the Tenancy Deposit Scheme is 1831882:

1. The information we have provided in respect of the **Security Deposit** held under the **Deposit Protection Service** (<https://www.depositprotection.com/><https://www.tds.gb.com/>) is accurate and to the best of our knowledge and belief; and we have given the **Tenant** an opportunity to sign this document by way of confirmation that the information is accurate to the best of the **Tenant's** knowledge and belief.
2. The **Security Deposit** is safeguarded by the government approved tenancy deposit protection scheme called **Deposit Protection Service (DPS)** which is a government approved tenancy deposit protection scheme in England and Wales operated by Computershare Investor Services Plc, authorised by the Ministry of Housing, Communities and Local Government to provide tenancy deposit protection in England and Wales. It can be contacted at:

The DPS, The Pavilions, Bridgwater Road, Bristol, BS99 6AA

Tel: 0330 303 0030

Web: <https://www.depositprotection.com/>

3. The **Landlord** certifies that the information provided in **Agreement Particulars and Definitions** of this **Agreement**, together with the details of the **Security Deposit** in clause 6.2 and the address of the **Premises** to which it relates is accurate to the best of his knowledge and belief. The **Landlord** further certifies that the **Tenant** has been given an opportunity to sign this **Agreement** and any documentation annexed by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

4. The **Tenant(s)** agree that they fully understand their responsibilities under the scheme and that it is his responsibility to register his contact details and address with DPS and to ensure that the address is current at all times.

This Information is prescribed under the Housing Act 2004.

That means that the parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit as detailed in Clause 6.

Details of the Property to which the Tenancy Agreement relates:	<FlatName>, <RoomName>, <AreaName> Queens Gate, 15-17 Queen Terrace, Southampton, SO14 3LR.
Details of the Deposit Holder	Homes for Students Ltd, The Innovation Centre, Hornbeam Park, Hookstone Road, Harrogate, HG2 8QT. Deposits are secured with the Deposit Protection Service (DPS) - www.depositprotection.com/
Details of Tenant(s)	<Forename> <Surname>
Lead Tenant contact address after Tenancy Agreement ends	Email: Phone:

Signed by the Tenant:

<Forename> <Surname>

Signature _____

Signed by the Joint Tenant (if applicable):

Name:

Signature _____

Signed by the Agent on behalf of the Landlord:

Homes for Students Ltd

Signature _____

General

Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that.

The masculine gender includes the feminine gender.

If more than one Tenant shares a Property by special arrangement, than both Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. In the event of non-payment of Rent and/or other breach of the Agreement, each of the named Tenants may be pursued. This means that legal action may be brought against any one of the Tenants. Notice to leave by an individual Tenant will also end the tenancy for the second named Tenant. Both Tenants shall

be known collectively as "the Tenant" throughout the Agreement.

IT IS AGREED as follows: -

1. The Landlord lets to the Tenant the residential Property at the Building as detailed in the Agreement Particulars and Definitions and the use of the Shared Facilities as applicable, together ("the Premises"). The Premises will include any part or parts of the Building and the curtilage of the same together with the garden and parking space (if applicable) but excluding none.
2. The tenancy shall be from and including the Commencement Date to and including the Expiration Date, hereby referred to as the Term of the Agreement. References to "the Term" or "the tenancy" include any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in the Agreement Particulars and Definitions.
3. The Tenant shall pay to the Agent, the amount of the Rent and all other associated fees on the due date as detailed in the Agreement Particulars and Definitions.
4. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996 and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act. The Tenant shall occupy the Premises as their only or principal home.
5. Where the tenancy shall include the Landlord's Fixtures, Fittings and Furniture in the Property, this includes all matters specified in the Check-In Inventory and Schedule of Condition which is a document prepared by the Landlord or his Operator or an appointed inventory clerk and provided to the Tenant, detailing the Landlord's Fixtures, Fittings and Furniture, equipment and the decor and condition of the Property in general. 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 and tear) and so should be checked carefully at the commencement of the tenancy. Any significant mistakes, errors or other amendments should be notified to the Landlord or his Operator within seven days after the Commencement Date. 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.

6. Security Deposit

- 6.1. The Agent will register the amount of the Security Deposit upon the Commencement Date of the Agreement as detailed in the Agreement Particulars and Definitions. The Security Deposit means any single amount of money paid by the Tenant or a third party to the Landlord under the tenancy Agreement as security against the performance of the Tenant's obligations under the tenancy Agreement, the discharge of any liabilities, any damage to the Premises and/or non-payment of Rent during the tenancy.
- 6.2. The Agent acknowledges that the Security Deposit has been paid by the Tenant. The Agent is a member of the Deposit Protection Service (DPS) and both the Operator and the Agent will deal with the Security Deposit in accordance with the terms and conditions of DPS currently in force and as regulated by the Housing Act 2004. Any interest payable or accruing on the Security Deposit shall accrue for the benefit of the Landlord. Subject to this the Landlord shall have a right to claim against the Security Deposit for:
 - 6.2.1. Any damage, or compensation for damage, to the Premises, its Fixtures, Fittings and Furnishings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord, to include any damage caused.
 - 6.2.2. The reasonable cost of any remedial repairs or maintenance works incurred by the Landlord during the Term of the Tenancy resulting from any act or omission on the part of the Tenant as a result of any breach of clause 7.2.
 - 6.2.3. Any cleaning charges (as detailed in the Special Conditions) incurred to return the Property to the same condition as detailed in the Check-In/Inventory on the Commencement Date of the Tenancy.
 - 6.2.4. Any costs incurred by the Landlord as a result of attendance by the Fire Brigade due to the triggering of a false fire alarm by the Tenant anywhere on the Premises.

6.2.3. The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises as a result of any breach of clause 7.10.1 or 7.21.1.

6.2.4. Any rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the tenancy.

6.2.5. Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

6.2.6. Any additional reasonable charges made by the Landlord or his Operator relating to this Agreement.

6.2.7. Any sum repayable by the Landlord or his Operator to a local authority where Housing Benefit has been paid directly to the Landlord or his Agent by the local authority on behalf of the Tenants and accepted in good faith but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

6.3. Details of DPS to which the Agent subscribes can be found at (<https://www.depositprotection.com/>) and the Tenant acknowledges that he has reviewed these details.

6.4. At the determination of the tenancy, the Landlord or his Operator will notify the Tenant of any proposed deductions to be made from the Security Deposit within 14 calendar days.

6.5. The Tenant shall use best endeavours to notify the Landlord or his Operator of any dispute regarding the proposed deductions within 20 working days of the end of the tenancy.

6.6. The Landlord or his Operator will within 28 calendar days of the end of the tenancy refer any dispute to the DPS Dispute Service which is independent, professional and impartial service to help resolve disputes between landlords and tenants. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the tenancy or provide his/her own evidence to support their case.

6.7. If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Security Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Security Deposit or any part of it.

6.8. The Landlord shall not be obliged to refund the Security Deposit or any part of the Security Deposit on any change in the person or persons who for the time being comprise "the Tenant".

6.9. Where more than one person is comprised for the time being in the expression "the Tenant" the Security Deposit may be repaid to the Lead Tenant in accordance with TDS and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

6.10. Any goods or personal effects belonging to the Tenant which shall not have been removed from the Premises on Check-Out shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as he thinks appropriate no sooner than 14 days after the expiry of this Agreement.

6.11. In the case of circumstances as set out in Clause 6.10 the Landlord's reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the Security Deposit. Rent will be charged on a pro rata daily basis if the said items prevent further occupation of the Premises, up to a maximum of 14 days, and not to include the period of time required for cleaning and other dilapidations / works.

6.12. Further, the Tenant shall pay to the Landlord any additional reasonable expenses incurred by the Landlord in checking the Check-in Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

7. THE TENANT AGREES WITH THE LANDLORD as follows:-

7.1. Rent

7.1.1. To pay the Rent according to the terms of this Agreement whether formally demanded or not.

7.1.2. The Tenant shall pay to the Landlord interest at the rate of 4% per annum above Natwest Bank Plc base rate from time to time on any Rent or any other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became payable.

7.1.3. The Tenant will notify the Landlord or his Agent if they become a recipient of Housing Benefit, or its successor in kind. To be liable at any time to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to repay to the Housing Benefit Authority which has been paid direct to the Landlord or his Agent on behalf of the Tenants and accepted in good faith but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

7.2. Conditions of Premises, Repair and Cleaning

7.2.1. To keep the interior of the Property including any Fixtures, Fittings and Furniture in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Property in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

7.2.2. To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures, Fittings and Furniture and to keep the Premises and any Fixtures, Fittings and Furniture in a clean and tidy condition throughout the Term. To deliver up the Property with vacant possession and the Fixtures, Fittings and Furniture at the determination of the Term in a clean and tidy condition and in good order and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord or his Operator.

7.2.3. To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is visiting the Premises (with the exception of fair wear and tear and accidental damage by fire).

7.2.4. To keep all electric lights in good working order and to inform the Operator of any fuses or bulbs that require replacing.

7.2.5. To keep all smoke alarms in good working order and not to cover or obstruct them at any time.

7.2.6. To inform the Operator promptly of all broken glass in the Premises.

7.2.7. To notify the Landlord or his Operator, whichever is stated in clause 9.2.2, promptly and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures, Fittings and Furniture come to the notice of the Tenant.

7.2.8. Upon the Landlord or his Operator giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.

7.2.9. To keep the interior of the Property (including doors, locks, windows, window frames and the glass therein) in a good tenable state of repair, decoration and condition as the same are now in (fair wear and tear excepted).

7.2.10. To keep the interior of the windows of the Property clean.

7.2.11. To take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Property, its Fixtures, Fittings and Furniture.

7.2.12. Not to bring any gas appliances onto the Premises.

7.2.13. During the tenancy, to take such reasonable precautions to keep the Premises free of infestation by vermin, rodents or animal fleas. Where such infestations occur as a result of action or inaction on behalf of the Tenant, to be responsible for the full costs of fumigating and cleaning any affected parts and for rectifying and or removing the causes of such an infestation.

7.2.14. Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.

7.3. Access and Inspection

7.3.1. To permit the Landlord or Agent or Operator or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Property at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property.

7.3.2. To permit the Property to be viewed at all reasonable times during normal working hours upon a verbal appointment being made with reasonable notice being given by any person who is authorised by the Landlord or his Operator or his Agent to view the Property.

7.3.3. In order to comply with the requirements of the Party Walls etc Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property subject to the Tenant's knowledge and consent, or their authorised workman or their professional advisors, access to the Premises in order to carry out any work required to the Premises or their neighbouring property under the party Walls etc Act 1996.

7.4. Insurance

7.4.1. Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures, Fittings and Furniture, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will repay to the Landlord any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision.

7.4.2. The Tenant will promptly notify the Landlord or his Operator of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.

7.4.3. The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions. The Tenant's belongings within the Premises are his/hers and are not covered by any insurance policy maintained by the Landlord.

7.4.4. To reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this Agreement.

7.5. Assignment/Sub Letting

7.5.1. Notwithstanding clause 7.11.2, not to assign, sublet, underlet or part share the possession of the Property, whether for consideration or provided for free, and not to permit any persons other than the person named as the Tenant to occupy or reside in the Premises without the express prior written permission of the Landlord or his Operator.

Breach of this clause will be treated as trespass and will result in the immediate removal of the residing person from the Premises as well as the reporting of the issue to the UK Home Office and/or the police. It is the Landlord's responsibility to ensure that they have carried out sufficient checks on the identity of all residing occupants and their right to rent under the Immigration Act 2016. Failure to comply would result in a fine of up to £3,000 per non-permitted occupier and this fine will be recovered from the Tenant.

7.6. Illegal, Immoral Use

7.6.1. Not to use the Premises for any illegal, immoral or improper purpose.

7.6.2. Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited, restricted by statute or not permitted on the Premises.

7.7. Inflammable Substances and Equipment

7.7.1. Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

7.7.2. Not to use candles, incense/scent burners or any item with a naked flame on the Premises.

7.8. Nuisance and Noise

7.8.1. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise.

7.8.2. Not to play music of any description or to cause or permit any singing to take place at the Premises so as to cause annoyance to the Landlord or the occupiers of the Premises or owners of any adjoining or adjacent property or so as to be audible outside the Premises.

7.9. Utilities

7.9.1. Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

7.9.2. To pay all charges in respect of any telephone installed at the Property and TV license fee if appropriate.

7.10. Animals and Pets

7.10.1. The Tenant hereby covenants that he shall not keep any dog, cat, bird, fish, reptile or domestic pet at the Premises.

7.11. Usage

7.11.1. To use the Property for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

7.11.2. Not to allow any person not named on this Agreement to occupy the Property for more than 3 consecutive days without the prior written consent of the Landlord.

7.12. Locks

7.12.1. Not to install or change any locks in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld. If consent is granted, then the Tenant must provide a key to the new lock to the Landlord or his Operator.

7.12.2. If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord or his Operator together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the Landlord any reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.

7.12.3. If any lock is installed or changed in the Premises without the prior written consent of the Landlord, then to remove that lock if required by the Landlord and to make good any resulting damage.

7.13. Fixtures, Fittings and Furniture

7.13.1. Not to remove any of the said Fixtures, Fittings and Furniture from the Premises and to leave the same at the Expiration Date of the tenancy as found at the commencement of the tenancy as detailed in the Check-in Inventory and Schedule of Condition.

7.14. Alterations and Redecoration

7.14.1. Not to decorate or to make any alterations in or additions to the Premises and not to damage any of the walls, partitions, services or timbers of the Premises without the prior written consent of the Landlord or his Operator. Where

consent is granted, the Tenant will meet all costs of installation and subsequent removal and the reasonable cost of making good of any resultant damage or deterioration or redecoration as required.

7.14.2. Not to permit any waste, spoil or destruction to the Premises.

7.14.3. Not to install or connect any additional white goods in the Property without the prior written consent of the Landlord or his Operator.

7.15. Empty Property

7.15.1. Before leaving the Property vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or his Operator with reasonable notice and to take reasonable precautions to prevent freezing.

7.15.2. To ensure that at all times when the Property is vacant, all external doors and windows are properly locked or are otherwise properly secured.

7.16. Drains/Services

7.16.1. Not to overload, block up or damage any of the drains, pipes or any apparatus or installation relating to the services serving the Premises.

7.16.2. Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

7.16.3. Not to dispose of any items that are likely to cause blockages in the pipe works in the Property (such as sanitary towels, baby wipes etc).

7.16.4. To periodically clear the shower and sink traps to ensure that no stoppages or blockages occur in any of the drains, gutters, downpipes, sinks or waste pipes.

7.16.5. No to cover or block the ventilation ducts which serve the Premises.

7.17. Affixation of Items

7.17.1. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without the prior written consent of the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.

7.17.2. Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, Blu-Tack or sticky tape without the prior written consent of the Landlord or his Operator.

7.18. Washing

7.18.1. Not to hang any washing, clothes or other articles outside the Property or windows or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

7.19. Costs and Charges

7.19.1. To protect the Landlord from loss arising from a claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.

7.19.2. To pay the following charges plus VAT, unless a court orders otherwise, the Landlord's reasonable legal costs and expenses (plus VAT) properly incurred in enforcing this Agreement:

- Issue of a Rent arrears letter £30.00
- Returned cheque/non-payment of a standing order £25.00
- Serve a Section 8 Housing Act 1988 notice £35.00

7.19.3. To pay any solicitor or Agent related costs incurred by the Landlord or his Agent relating to enforcement of any notices issued under Clause 9.7.4 below. Please be aware that these additional legal costs can range from £650.00 to £995.00 depending on the type of action required.

7.20. Refuse

7.20.1. To remove all rubbish from the Property and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner and securely tied up before placing in such dustbin.

7.20.2. To dispose of rubbish in the appropriate recycling or general waste bins provided and not to leave any rubbish anywhere else other than the bins including the corridor outside the Property, the internal and external common areas or the laundry room.

7.21. Smoking

7.21.1. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Premises.

7.21.2. The cost of the rectification of any odour, burn marks or discolouration caused by smoking in the Property will be borne by the Tenant and could include, but are not limited to, deodorising and cleaning the property with sugar soap, redecoration and replacement of the mattress and will be charged to the Security Deposit. Please be aware that these costs can range from £150.00 to £650.00 depending on the scale of remedial works required.

7.22. General

7.22.1. Not to fly or hang any flags or banners from windows or the Premises in general.

7.23. Inventory and Check-Out

7.23.1. A Check-in Inventory and Schedule of Condition listing all the Fixtures, Fittings and Furniture in the Property and the condition of them will be provided to the Tenant on or shortly after the Commencement Date. A Check-Out and Schedule of Condition will also be provided within 14 calendar days of the termination of the Agreement.

7.23.2. If the Tenant, nor his agent, shall not keep a mutual appointment made by the Landlord or his Operator or his Agent to check the Check-In Inventory and Schedule of Condition at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the Landlord or his Operator or his Agent in making and attending a second appointment to check out against the Check-in Inventory and Schedule of Condition. If neither the Tenant, nor his agent, shall keep the second appointment any assessment made by the Landlord or his Operator or his Agent shall be final and binding on the Tenant. Should the Landlord or his Operator or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Property will be met by the Landlord.

7.24. Notices

7.24.1. To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

7.25. Distance Selling Regulations

7.25.1. The Tenant's rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the tenancy Agreement and paying the Rent.

7.26. Headlease

7.26.1. To observe all of the non-financial covenants on the part of the Landlord as set out in the headlease of the Premises, if applicable, a copy of which is available on request.

8. THE LANDLORD AGREES WITH THE TENANT as follows:-

8.1. Quiet Enjoyment

8.1.1. That the Tenant paying the Rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

8.2. Insurance

8.2.1. To insure the Premises and the Fixtures, Fittings and Furniture specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a comprehensive policy.

8.2.2. 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 due under this Agreement shall be paid. If the Landlord fails to appoint such a representative or Agent, the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the Rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non-UK resident landlords.

8.3. Interest and Consents

8.3.1. That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

8.4. Repair

8.4.1. To keep in repair and proper working order all mechanical and electrical items including all washing machines and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Property and the equipment and effects in a tenant-like manner.

8.4.2. To keep the CCTV and secure entry system on the Premises in working order and repair, unless where such a repair is caused by negligence or misuse by the Tenant, his invited guests or visitors.

8.5. Safety Regulations

8.5.1. That all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

8.5.2. The gas appliances at the Premises comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be on display at the Premises.

8.5.3. The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

9. IT IS MUTUALLY AGREED as follows:-

9.1. Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

9.2. Repair

9.2.1. Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that are the Landlord's responsibility, except in the case of an emergency.

9.2.2. The point of contact for the Tenant on all tenancy matters including repairs is the Operator at support@urba-life.co.uk.

9.3. Insurable Risks

9.3.1. Insurable risks means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if effected.

9.3.2. If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance, then Rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

9.4. Reimbursement

9.4.1. Where the Landlord is entitled to do anything at the cost or expense of the Tenant, then the Tenant shall pay the amount incurred to the Landlord promptly when requested or the Landlord may treat this expense as a deductible sum from the Security Deposit at the end of the tenancy in accordance with clause 6.2 of this Agreement.

9.5. Compensation

9.5.1. Where the Landlord is unable to provide the services included in the Rent e.g. water, electricity, gas, heating, laundry or Wi-Fi for a continuous 24-hour period, including the inability of an external utility or supplier to deliver services to the Premises, then the Landlord's liability to the Tenant shall not exceed £3.00 per day in respect of this.

9.5.2. In any case, the Landlord's liability in respect of daily compensation paid to the Tenant will not exceed the pro-rated amount of daily Rent payable in this Agreement.

9.6. Council Tax

9.6.1. The Tenant shall pay the Council Tax in respect of the Property provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

9.7. Forfeiture Right of Re-entry

9.7.1. The 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 court order.

9.7.2. For the Landlord to commence legal proceedings to repossess the Property on a breach of the tenancy (where the Tenant has failed to remedy the breach in good time), which may result in the court evicting the Tenant or issuing a court order terminating the tenancy earlier than might otherwise be lawful; the law requires that the tenancy Agreement contains a Forfeiture clause, sometimes referred to as Right of Re-entry.

9.7.3. For avoidance of doubt, in order to exercise his legal rights under this clause, a Landlord will first have to obtain a court order.

9.7.4. If at any time the Rent, or any part of the Rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in the following Grounds (detailed below) as set out in Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) shall arise, then the Landlord may re-enter the Property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this agreement.

- **Ground 8:** that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks' Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarter's Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly), as set out in Part I of Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996).

- **Ground 10:** that both at the time of notice of the intention to commence proceedings and at the time of the court

proceedings there is some Rent outstanding.

- **Ground 11:** that there is a history of the Tenant being persistently behind with the Rent.

- **Ground 12:** that the Tenant has broken one or more of his obligations under the tenancy agreement.

- **Ground 13:** that the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living there.

- **Ground 14:** that the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or that a resident or guest at the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes; or has committed an arrestable offence on or in the locality of, the Property.

- **Ground 15:** that the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the Property.

- **Ground 17:** that the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

9.8. Notices

9.8.1. The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is to his Agent at Homes for Students, The Innovation Centre, Hornbeam Park, Hookstone Road, Harrogate, HG2 8QT.

9.8.2. The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property. This clause shall apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

9.8.3. The Landlord HEREBY GIVES NOTICE to the Tenant that possession of the Premises might be sought on Ground II of part I of Schedule 2 of the Housing Act 1988 in that:

a) The Premises are subject to a mortgage granted before the beginning of the tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so (For the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly).

9.9. Data Protection

9.9.1. The Tenant hereby consents to the Landlord, the Operator, the Agent and or the National Landlords Association processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.

9.9.2. The Tenant agrees that the Landlord or Operator or Agent may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

9.10. Jurisdiction

9.10.1. This Agreement will be subject to the jurisdiction of the Court in England and Wales.