

Tenancy agreement for Student Accommodation where the tenancy is excluded from assured tenancy status under the Housing Act 1988 because the Landlord or their agent is a member of an approved National Code

IMPORTANT:

This is a legally binding document. Please read it carefully to ensure that it contains everything you want and nothing you are not prepared to agree. Once it is signed you will have legal obligations to pay rent and maintain a property. If you do not understand any part of this agreement or your legal obligations as a tenant then you should seek advice from a solicitor or other qualified legal advisor, a law centre or housing advice service, or a citizen's advice bureau.

THIS TENANCY DATED THIS DAY OF 20

[insert date of agreement in full in writing after the agreement has been signed]

IS MADE BETWEEN

[insert full name(s) of landlord(s); if company include company number]

of

[insert full address of landlord(s)]

(the **Landlord**)

AND

[insert full name(s) of tenant(s);

of

[insert current address(es) of tenant(s)]

(the **Tenant**)

For the premises known as

[insert property address including a room number where applicable]

(the **Accommodation**)

From and including

[insert start date of tenancy]

(the **Start Date**)

to and including

[insert end date of tenancy]

(the **End Date**)

Rent: £ per week

[insert weekly rent sum]

Guarantor:

[insert Guarantor name and address]

Permitted Occupier:

Agent's email address:

Tenant's email address:

Rent Payment Schedule

Instalment Due Date	Instalment amount £
	Total: £

The LANDLORD and the TENANT agree as follows:

1 Definitions

1.1 In this agreement:

- 1.1.1 “Accommodation” means the flat or room as set out above.
- 1.1.2 “Agent” means MCR Students Limited (Company number 06857405) trading as Flow Student.
- 1.1.3 “Hall” means, where the Accommodation is part of a hall of residence or other building, the whole of that hall or building including the surroundings of the Accommodation and the curtilage of the building the Accommodation is situated within and if applicable including any paths, gardens, access routes, storage facilities, or any other amenities of buildings used by the occupiers of the Hall.
- 1.1.4 “Holding Deposit” means any refundable sum paid by the Tenant when they applied to rent accommodation from the Landlord.
- 1.1.5 “Interest Rate” means a rate of interest at an annual rate 3% above the Bank of England base rate as set from time to time by the Monetary Policy Committee of the Bank of England.
- 1.1.6 “Internet and Wi-Fi Service” means the broadband and Wi-Fi which the Landlord has agreed to provide to the Tenant during the Tenancy. The standard Internet and Wi-Fi Service is intended for ordinary domestic and educational use by the Tenant and is provided at no additional charge. The Landlord agrees to provide a connection with adequate speed for those purposes, for a reasonable number of the Tenant’s devices. An enhanced service with faster connection (intended for example for improved performance for online gaming) may be available for an additional fee. The standard level service provides coverage in the Accommodation and throughout the Hall in communal spaces.
- 1.1.7 “Inventory and Schedule of Condition” means the detailed list of the condition and cleanliness of the Accommodation and the contents. The Inventory and Schedule of Condition will be provided to the Tenant separately. This may be prepared by either the Landlord, their agent or by an independent inventory clerk.
- 1.1.8 “Landlord” includes the person who is from time to time entitled to receive the Rent.
- 1.1.9 “Permitted Occupier” means the person identified above, if any, who the Landlord permits in addition to the Tenant to reside in the Accommodation during the Term.

- 1.1.10 “Rent” means the sum payable in advance from the start of the tenancy in instalments on the dates specified in the Rent Payment Schedule whether demanded or not.
- 1.1.11 “Specified Educational Institution” has the meaning given to specified educational institution in paragraph 8 of Schedule 1 to the Housing Act 1988.
- 1.1.12 “Rent Payment Schedule” means the list of days, as specified above, on which the Rent must be paid.
- 1.1.13 “Term” means a fixed term between the Start Date and the End Date as set out above.
- 1.1.14 “Tenancy” means the tenancy created by this agreement.
- 1.1.15 “Utilities and Services” means electricity, gas, water, heating, television, and other electronic communications and all other utilities serving or consumed at the Hall.

2 Interpretation

2.1 In this agreement

- 2.1.1 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'.
- 2.1.2 the word 'today' refers to the date of this agreement.
- 2.1.3 the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party.
- 2.1.4 reference to a working day means a weekday that is not a bank holiday.
- 2.1.5 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters.
- 2.1.6 an obligation not to do something includes an obligation not to cause or allow that thing to be done.
- 2.1.7 obligations owed by or to more than one person are owed by or to them jointly and severally. This means, for example, that the Landlord is entitled to bring a claim against any of the individuals together forming the Tenant for a breach of the Tenant’s obligations, such a failure to pay the full rent. Joint tenants must together ensure that the full rent is paid.
- 2.1.8 any reference to the singular shall include the plural and to the masculine shall include the feminine and vice versa.

2.1.9 the bold face headings and italicised drafting notes contained within square brackets are for ease of completion and reading only and are not to be used to construe the terms of this agreement.

2.2 In this agreement unless otherwise specified

2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body, and

2.2.2 a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all subordinate legislation made under it from time to time

3 Letting

3.1 The Landlord lets to the Tenant the Accommodation for the Term at the Rent subject to the terms and conditions within this agreement.

3.2 Further the Landlord grants to the Tenant a non-exclusive licence to use the shared areas of the Hall (save for those parts exclusively let to others) in common with other residents.

3.3 The parties note that this agreement is intended to create a tenancy which is not an assured tenancy within the meaning of the Housing Act 1988, and consequently the Term of this agreement is for a fixed term. In the event that, contrary to this intention, the tenancy were to become an assured tenancy, the Landlord may seek to recover possession of the Accommodation relying on Ground 4A in Schedule 2 of the Housing Act 1988: the Tenant meets the “student test” in that ground when this tenancy is entered into and the Landlord intends on the next occasion that the Accommodation is let, to let it to a person or persons who meet that “student test”. Further the Landlord would in these circumstances wish to be able to recover possession on ground 4 in Schedule 2 of the Housing Act 1988.

4 Student Status of the Tenant

4.1 The Tenant confirms that all individuals comprising the Tenant either:

4.1.1 are pursuing a full-time course of study provided by a Specified Educational Institution;
or

4.1.2 intend to do so during the Term.

4.2 It is a condition of this agreement that all individuals comprising the Tenant:

4.2.1 fulfil the requirements at either clause 4.1.1 or clause 4.1.2 when the tenancy was entered into; and

4.2.2 meet the requirement at clause 4.1.1 (actually pursuing a course of study) within four weeks of the start of the Term and thereafter at all times maintain such status until the end of the Term.

4.3 A failure by the Tenant to comply with the condition at clause 4.2 is a serious breach of this agreement and the Landlord will be entitled to terminate this agreement in accordance with clause 7.

5 Utilities and Services

5.1.1 Subject to the provisions in this clause the following Utilities and Services are included in the Rent: electricity, gas, water, heating, hot water, and the Internet and Wi-Fi Service.

5.1.2 The Tenant agrees to make only reasonable ordinary domestic use of the Utilities and Services.

5.1.3 The Tenant may not use the electricity supplied by the Landlord to carry out intensive energy consuming activities such as using a sunbed, mining cryptocurrencies, charging e-bikes or e-scooters or similar devices, or running electric heaters without the Landlord's prior written consent.

6 Tenant's Obligations

The Tenant agrees with the Landlord as follows:

6.1 Payments

6.1.1 to pay the Rent promptly at the times specified in this agreement in accordance with the Rent Payment Schedule whether demanded or not.

- 6.1.2 to ensure that all payments to the Landlord or the Agent (including the initial payments due under this agreement) are paid in cleared funds no later than the due date for payment.
- 6.1.3 to pay all charges in relation to the supply and use of any Utilities and Services not included in the Rent and not to cause or permit any Utilities and Services to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary at the end of the tenancy.
- 6.1.4 to pay any Council Tax which is due in respect of the Accommodation. (Note: Normally there will be no liability for Council Tax because the Tenant will be entitled as a full-time student to a Council Tax exemption certificate).
- 6.1.5 at all times to co-operate with the Landlord to apply for any exemption or discount in respect of Council Tax, and to provide to the Landlord within four weeks of the start of the Term a copy of a Council Tax exemption certificate provided by their education provider.
- 6.1.6 to pay for a television licence for any device used to watch, live-stream or record live television or download or watch BBC programmes in the Accommodation for the duration of the Tenancy.
- 6.1.7 if the Rent or any other sum payable under this agreement is not paid to the Landlord within 14 days after the due date for payment, to pay simple interest calculated on a daily basis at the Interest Rate to the Landlord for the period starting on the due date until payment (both before and after any judgment). The Interest Rate is defined above at clause 1.1.6.
- 6.1.8 the Landlord's reasonably incurred costs (which must be supported by evidence in writing) of replacing a key or other security device for the Accommodation and Hall which has been lost by the Tenant.
- 6.1.9 If the Tenant paid a Holding Deposit to the Landlord, the Tenant agrees that the Landlord may apply those funds towards the Rent due under this agreement.

6.2 Use

- 6.2.1 to use the Accommodation and Hall only for residential accommodation for the Tenant, and such other persons as the Landlord has expressly permitted only.
- 6.2.2 not to carry on or permit to be carried on at the Hall any trade or business other than a home business as defined by s43ZA of the Landlord & Tenant Act 1954.

- 6.2.3 not to register any limited company or other entity at the Hall or to advertise it as a place of business without the Landlord's consent.
- 6.2.4 not to use the Hall for any illegal or immoral purpose.

6.3 Assignment/subletting

- 6.3.1 not without the Landlord's express written consent to assign the Tenancy, underlet, part with, or share possession or occupation of the Accommodation or Hall or any part of it or take in lodgers or paying guests. The Landlord will not unreasonably withhold consent. However, the Landlord is entitled to refuse consent for any good reason or reasons.

(Note: If the Tenant is proposing to assign their tenancy, they should consider the Landlord's policies (including in any relevant parts of any handbook provided to the Tenant). The Tenant must ensure that the proposed replacement tenant meets the Landlord's criteria. To be granted consent to assign the tenancy to a replacement tenant the Tenant will need to demonstrate that the proposed replacement tenant is suitable, and it is likely that the new tenant will require a guarantor.)

6.4 Maintenance

- 6.4.1 to keep the Accommodation including fixtures, fittings, and furnishings reasonably clean and tidy and maintained to the same condition as at the start of the Tenancy (fair wear and tear excepted).
- 6.4.2 to keep the Accommodation adequately ventilated and heated.
- 6.4.3 not to cause any blockage or damage to any of the plumbing, including drains, pipes, sinks, toilets or water storage tanks at the Accommodation.
- 6.4.4 to replace all electric light bulbs as and when necessary.
- 6.4.5 to keep all drains clear and free from obstruction.
- 6.4.6 not to pour or allow to be poured into the drains any toxic or poisonous matter or fluid or any product which is likely to block or damage the drains or any septic tank or cess pit.
- 6.4.7 to work with the Landlord to minimise the risk caused by Legionella bacteria and in particular to keep showerheads and taps clean, not to interfere with or adjust the boiler temperature, and to run the taps in order to flush through the plumbing system after any prolonged period of inactivity.
- 6.4.8 to report without delay to the Landlord all defects and repairs needed. The Tenant should where possible report such repairs in writing and keep evidence that they have done so,

but the Landlord's repair obligation will arise however they are notified of any defects and repairs needed.

6.5 Alterations

- 6.5.1 not to make any alterations or additions to the Accommodation nor to remove any of the fixtures or fittings, except with the prior written consent of the Landlord (such consent not to be unreasonably withheld). If the Tenant wishes to carry out any redecoration of the Accommodation, or any part of it, they must obtain consent in writing in advance from the Landlord or their agent for permission which will not be unreasonably withheld or delayed.
- 6.5.2 not to remove from the Accommodation the furniture and effects or any substituted furniture and effects.
- 6.5.3 not alter change or install any locks on any doors or windows in or at the Accommodation without the Landlord's express written consent, such consent not to be unreasonably withheld.
- 6.5.4 not to damage the walls, ceilings or woodwork, and the Tenant must not fix items to the walls using picture hooks.

6.6 Safety in the Hall

- 6.6.1 to maintain and not to interfere with any fire extinguishers on the premises and not to misuse any fire-safety equipment provided by the Landlord.
- 6.6.2 to co-operate with the Landlord when they ask to test smoke and carbon monoxide detectors in the Accommodation by providing access. The Tenant must immediately report any fault with the smoke and carbon monoxide detectors to the Landlord.
- 6.6.3 to not cover up or obstruct or in any way interfere with the smoke and carbon monoxide detectors.
- 6.6.4 not to store any hazardous or inflammable substances at the Hall save for a reasonable quantity of household cleaning products and consumables.
- 6.6.5 not to install or bring onto and use at the Hall (with or without the Landlord's consent) any gas appliance which has not been installed and checked by an accredited gas engineer in accordance with the Gas Safety (Installation and Use) Regulations 1998.
- 6.6.6 not tamper or in any way adjust safety controls to any windows such as to override the safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits.

- 6.6.7 not bring any of the following items into the Hall without the written consent of the Landlord: upholstered furniture (such as sofas and armchairs), heating equipment, or any electrical equipment which does not comply with all relevant British Standards.

6.7 Right to Rent

- 6.7.1 to ensure at all times that all adults residing in the Accommodation have a Right to Rent as set out in Part 3, Immigration Act 2014.
- 6.7.2 promptly on request by the Landlord, to comply with such checks and provide such documents certifying the Right to Rent of all adult occupier as are reasonably required by the Landlord.
- 6.7.3 where any adult occupier has a time-limited right to rent to provide to the Landlord such proof of their continued Right to Rent as is reasonably required by the Landlord from time to time.
- 6.7.4 to notify the Landlord promptly if the immigration status of any adult occupier changes such that the Right to Rent is lost.
- 6.7.5 to be responsible for any checks required to satisfy the Right to Rent requirements under the Immigration Act 2014 in relation to any sub-letting or licence the Tenant grants, whether that sub-letting or licence was authorised by the Landlord or not.

6.8 Animals

- 6.8.1 not to keep any animals on the Hall without consent in writing from the Landlord. The Landlord will give consent only in cases where the Tenant requires to keep a trained assistance animal as a consequence of a disability and permission to keep such a trained assistance animal is a reasonable adjustment. Any consent granted will be subject to reasonable conditions.
- 6.8.2 to acknowledge and abide by the Landlord's policy not to permit occupiers to keep pets at the Hall.

(Note: the Landlord will give consent for a tenant to bring to the Hall a trained assistance animal required for a disability. If an assistance animal (such as a guide dog) is required, tenants should contact the Landlord or Agent in advance, so that reasonable adjustments may need to be arranged.

The Landlord will require such tenants to provide appropriate evidence of the animal's specialist training, along with valid liability insurance, and may impose reasonable

conditions. Tenants will remain fully responsible for the care, supervision, and behaviour of their assistance animal at all times, including any damage or disruption it may cause.

Emotional support animals are not legally recognised as assistance animals and are therefore treated in the same way as pets, which are not permitted.)

6.9 Nuisance and Noise

- 6.9.1 not to do or permit to be done in the Accommodation or the Hall any act or thing which causes a nuisance, damage, annoyance, or inconvenience to the Landlord and its representatives, or the occupiers of any neighbouring accommodation or buildings.
- 6.9.2 not to cause any noise whatsoever which is audible outside of the room it is made in during the hours of 11.00pm to 7.00am.
- 6.9.3 not at any time to cause any noise which is likely to cause a nuisance or annoyance to any other resident of the Hall or neighbouring properties.

6.10 Smoking, Drugs and Legal Highs

- 6.10.1 not to smoke cigarettes, cigars, pipes or any other substances in the Accommodation or any part of the Hall except an area (if any) designated by the Landlord for smoking.
- 6.10.2 not to use or keep at the Hall any illegal drug.
- 6.10.3 not to use or keep at the Hall any controlled drug except where prescribed by a doctor and being used for genuine medical purposes.
- 6.10.4 not to use or keep at the Hall any psychoactive substance (as defined in section 2 of the Psychoactive Substances Act 2016).

6.11 Disposal of Rubbish

- 6.11.1 to comply with any requirements of the Landlord or the local authority relating to the storage and disposal of waste pending collection.

6.12 Leaving the Accommodation vacant

- 6.12.1 not to leave the Accommodation vacant for more than 28 days without first notifying the Landlord in writing and if the Accommodation is left vacant for whatever period to take reasonable steps to protect the Hall from frozen or burst pipes or other damage.

6.13 Internet

- 6.13.1 to use the Internet and Wi-Fi Service provided by the Landlord only for ordinary domestic and educational purposes, and not for any illegal or unlawful activities.
- 6.13.2 to comply with any reasonable instructions from the Landlord about the use of the Internet and Wi-Fi Service provided by the Landlord, specifically including the terms of any internet usage policy.
- 6.13.3 to comply with the terms of use of any third party which provides the Internet and Wi-Fi Service on behalf of the landlord.

6.14 Vehicles and Bicycles

- 6.14.1 not store bicycles in the Accommodation or in any part of the Hall other than the designated bicycle storage areas.
- 6.14.2 not store or charge e-bikes or e-scooters or similar devices in the Accommodation or in any part of the Hall other than the storage areas designated for such devices.
- 6.14.3 not park or allow any visitor to park any car or other vehicle on the grounds surrounding the Hall without the prior consent of the Landlord.
- 6.14.4 not to apply or seek to obtain a resident's on-street parking permit from the local authority.
- 6.14.5 where a parking space is provided for the Tenant's use:
- (a) to use that parking space for a car or motorcycle only and in accordance with any instructions given by the Landlord;
 - (b) not to use any parking space other than one which the Tenant has been given prior permission in writing to use; and
 - (c) not to abandon any car at the Hall; and
 - (d) to comply with any other condition of a parking permit issued by the Landlord

6.15 Viewings and Visits by the Landlord

- 6.15.1 to permit the Landlord, any Superior Landlord and all others authorised by them and their agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the tenancy upon providing a minimum of 24 hours' written notice (except in the case of emergency when no prior notice is required) to enter the Accommodation for examining, maintaining or repairing the Accommodation or any of the contents, or the carrying out of safety inspections.
- 6.15.2 to permit the Landlord, and all others authorised by them, at reasonable times of the day to conduct viewings of the Accommodation with prospective tenants or any others authorised by the Landlord by prior appointment, to be arranged at least 24 hours in advance and in writing.

6.16 Shared Areas and Facilities

- 6.16.1 jointly with the other occupiers make reasonable endeavours to keep the areas of the Hall used by the Tenant in a clean, tidy and in the same condition as at the start of the tenancy (except for fair wear and tear);
- 6.16.2 not alter, damage, litter or obstruct the use of the common areas of Hall;
- 6.16.3 not to obstruct at any time the accessways or the common parts or the communal areas and facilities;

6.17 Other Tenant Responsibilities

- 6.17.1 to comply with any rules relating to the use and occupation of the Accommodation and Hall which are annexed to this Agreement.
- 6.17.2 to comply with any instructions relating to the use and occupation of the Accommodation and Hall which are set out in any handbook which has been provided to you.
- 6.17.3 to comply with all legislation applicable to the use or occupation of the Accommodation and the Hall.
- 6.17.4 to comply with any reasonable instructions or additional rules relating to the use and occupation of the Accommodation and Hall which the Landlord (or someone acting on its behalf) provides to the Tenant during the Term by notice to the Tenant in writing.
- 6.17.5 to give the Landlord a copy of any formal or legal notice addressed to the owner of the Accommodation or Hall or to the Landlord by name, within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord.

6.18 Termination of the tenancy

- 6.18.1 at the end of the Tenancy (regardless of how the Tenancy came to an end) to leave the furniture and effects in the locations in which they were at the start of the Tenancy.
- 6.18.2 at the end of the Tenancy (regardless of how the Tenancy came to an end) to deliver up to the Landlord the Accommodation and all fixtures fittings and additions and the furniture and effects or any substituted furniture and effects to the same standard as the Accommodation and contents was provided at the start of the tenancy as documented in the Inventory and Schedule of Condition. This includes a requirement for the Tenant to return the Accommodation in the same standard of cleanliness as at the outset of the tenancy, arranging cleaning services where required.
- 6.18.3 at the end of the Tenancy (regardless of how the Tenancy came to an end) to deliver up the Accommodation with full vacant possession having removed any additional occupiers whether authorised or not, all possessions and all rubbish.
- 6.18.4 to agree that any item left at the Hall after the end of the Tenancy can, provided that the Landlord has made reasonable endeavours to give reasonable notice in writing to the Tenant in advance, be sold by the Landlord and any sums raised from sale shall belong to the Tenant but the Landlord may deduct the cost of storage and sale; and to agree that where the Landlord reasonably believes that the Tenant intended to abandon any item which has been left at the Hall for more than 14 days after the end of the tenancy, the Landlord may dispose of or keep that item.
- 6.18.5 give to the Landlord or the Agent or their representative on the last day of the Tenancy whether on its expiration or earlier ending of the Tenancy all keys and access fobs to the Accommodation and Hall and to pay the cost of replacing any lock where keys are missing.

7 Recovery of possession for breach of agreement

If and whenever during the Term:

- 7.1** the Rent or any part of it is in arrears for 14 days after it has become due (whether legally demanded or not), or
- 7.2** there is a breach of any of the obligations or agreements on the part of the Tenant, or

- 7.3** the Tenant has not fulfilled their obligations in respect of student status in clause 4 of this agreement, or
- 7.4** the Tenant becomes bankrupt or insolvent or enters into a voluntary arrangement with its creditors or is made subject of a winding-up order whether compulsory or voluntary;

the Landlord may re-enter upon the Accommodation or any part in the name of the whole resuming possession on the furniture and effects and the Tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord. The Landlord's rights under this clause are subject to the restrictions of the Protection from Eviction Act 1977 and the Landlord will not whilst the Tenant is residing in the Accommodation physically retake possession without first obtaining a Court Order.

8 Landlord's Obligations

The Landlord agrees with the Tenant:

- 8.1** To keep in good repair the structure and exterior of the Accommodation (including drains gutters and external pipes) and to keep in repair and proper working order the installations (if any) in the Accommodation for the supply of water gas and electricity and for sanitation (including basins sinks and sanitary conveniences) and for space heating and heating water provided that the Landlord is not required:
- 8.1.1 to carry out any works or repairs for which the Tenant is liable by virtue of its duty to use the Accommodation in a tenant-like manner, or
 - 8.1.2 to rebuild or reinstate the Accommodation in the case of destruction or damage by fire by tempest flood or other inevitable accident, or
 - 8.1.3 to keep in repair or maintain anything which the Tenant is entitled to remove from the Accommodation.
- 8.2** To keep in good repair and working order such fixtures and fittings as are provided by the Landlord, specifically including appliances and white goods, provided always that the Landlord is not required:
- 8.2.1 to repair any item broken by the negligence or misuse of the Tenant or any of his guests or invitees, or
 - 8.2.2 to repair any item unless it has been reported to it in writing and then shall be allowed a reasonable time to effect a repair or replacement, or

8.2.3 to replace any item with an exact duplicate and is permitted to substitute any item which reasonably accomplishes the same function.

8.3 The Landlord agrees with the Tenant that the Tenant paying the Rent and performing and observing all his or her obligations under this agreement may quietly possess and enjoy the Accommodation during the Tenancy without any unlawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

8.4 To provide assistance to the Tenants with keeping the Hall free from all pests or vermin and to remedy any damage caused by pests or vermin.

8.5 Nothing in this agreement obliges the Landlord to make a claim on any insurance policy held by the Landlord.

9 Guarantor's obligations

9.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

9.2 The Guarantor's obligations towards the Landlord under this agreement are separate and independent primary obligations to indemnify the Landlord against any failure by the Tenant 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 clauses 9.1 and 9.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this Agreement.

9.4 The liability of the Guarantor shall not be affected by:

9.4.1 any time or indulgence granted by the Landlord to the Tenant; or

9.4.2 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; or

9.4.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this Agreement.

10 Uninhabitability of the Accommodation

- 10.1** If at any time the Accommodation is rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then at the Landlord's sole discretion either the Rent will cease to be payable by the Tenant until the Accommodation is made habitable and the Landlord will be under no obligation to provide alternative accommodation or the Rent will continue to be payable and the Landlord will be obligated to provide suitable alternative accommodation to the Tenant.
- 10.2** If following an event described above, in the reasonable opinion of an appropriate expert the Accommodation cannot be made habitable within one month then either party may give one month's notice to terminate this Agreement following which it will end and no further obligations under it will be performable by either party save that either party may pursue the other for breaches of this Agreement which occurred before the termination of the Tenancy.

11 Service of notices

- 11.1** Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
- 11.1.1 sent by first class post or left at the Agent's address given above in this Agreement; or
 - 11.1.2 sent to the Agent email address if stated above in this Agreement.
- 11.2** Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
- 11.2.1 sent by first class post or left at the Accommodation stated on the first page of this Agreement; or
 - 11.2.2 sent to the Tenant's email address stated in this Agreement.
- 11.3** Any notice sent by first class post shall be deemed to have been received the day after it was sent. A notice that has been delivered by hand shall be deemed to be served at the time when it is delivered to the Accommodation. A notice sent by email shall be deemed to be served (provided that no error message is received by the sender) on the day of transmission if sent before 16:30 hours on a working day, and if transmitted later shall be deemed to have been served on the next working day.

- 11.4** For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is the address as stated on the first page of this Agreement.

12 Severance Clause

If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected

13 Jurisdiction

The Landlord and the Tenant agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

14 Contracts (Rights of Third Parties) Act 1999

This agreement shall not operate to confer any rights on any additional party, and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

15 Effect of Waiver

Each of the Tenant's agreements is to remain in full force both at law and in equity even if the Landlord waives or releases that agreement on any occasion or waives or releases any similar agreement affecting any of his adjoining property.

16 Tenant's Request to Terminate this Tenancy Early

- 16.1** The Tenant is not required to give notice to end this agreement at the end of the Term. At the end of the Term, unless the parties have expressly agreed otherwise, this agreement shall end.

- 16.2** The Landlord's cancellation policy is available on its website. This states that, if certain conditions are met, the Landlord may consider releasing the Tenant from this agreement if the Tenant wishes to leave the Hall. However, please note that it is at the Landlord's discretion whether to agree to any request for release and there is no obligation on the Landlord to agree (except as provided for below in this clause).

- 16.3** If the Tenant has withdrawn from or been excluded from or refused admission to their institution of study or if the Tenant has been absent from their course for more than 60 days due to illness and

has agreed with their higher education (HE) provider to suspend their studies, they may terminate this Agreement by giving four weeks' notice subject to the following conditions

- 16.3.1 The notice must state the Tenant's intended date of departure;
- 16.3.2 The Tenant must provide with their notice evidence which is reasonably satisfactory to the Landlord of the Tenant's non-student status or their suspension from their studies due to illness (normally a confirming letter from the educational institution);
- 16.3.3 The tenant must move out of the accommodation on or before the departure date stated in the notice.

- 16.4** Any notice given by a Tenant under clause 16.3 is void and not effective to end the Tenancy unless the conditions in clause 16.3 are strictly complied with in full.

17 Releases from obligations in the event of death

- 17.1** If any of the individuals comprising the Tenant dies after this agreement is entered into and before the end of the Term, the Landlord will:
 - 17.1.1 Treat the deceased individual's obligations under the occupancy agreement as ending on the date of death (and for the purposes of clause 18 such an individual's obligations in respect of Rent shall be interpreted as the obligation to pay such proportion of the Rent as can reasonably be deemed to be that individual's contribution to the full Rent);
 - 17.1.2 Agree that the obligations of any guarantor of the deceased individual's obligations will end on the date of death;
 - 17.1.3 Not pursue any liabilities under the occupancy agreement that accrued before but remain unpaid at the date of death; and
 - 17.1.4 Refund (apportioned on a daily basis) any rent or fee paid by the deceased in advance in respect of a period after the date of death.
- 17.2** For the purposes of clause 17 the individual obligations of a deceased former tenant in respect of Rent shall be interpreted as the obligation to pay such proportion of the Rent as can reasonably be deemed to be that individual's contribution to the full Rent, notwithstanding that in general the obligation of the Tenant under this agreement are joint and several.

18 Rent where the Tenancy ends before the end of the term

If the Tenancy is terminated prior to the end of the Term, the Tenant shall only be responsible for paying a proportionate part of the Rent for the rental period during which the Tenancy ended. The Landlord agrees to refund a proportionate amount of any Rent paid in advance which corresponds to a period when the Tenancy has ended (however the Tenancy was terminated).

(Note: For the avoidance of doubt, this clause does not itself give the Tenant any additional rights to end the agreement early, and the right to a refund of Rent paid in advance will not apply where the Tenant moves out of the Accommodation if the Tenancy has not also ended.)

Signed by the Lead Tenant

Name

Date

Signed by the Second Tenant (if applicable)

Name

Date

Signed by the Guarantor

Name

Date

Signed by on behalf of the Landlord

Name

Position

Date

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