

Assured Shorthold Tenancy Agreement for England and Wales

FOR

35, Green Acre, Durham, DH1 1JA

Tenants:

Lead Tenant

Second Tenant

Particulars

Assured Shorthold Tenancy Agreement for England and Wales

Academic Year: 01/07/2025 to 01/07/2026

Name of Tenant(s):

Name : Mr Lead Tenant
Email : first.tenant@email.com
Phone : 07405551900
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant
Email : second.tenant@email.com
Phone : 07474567888
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

Name of Guarantor(s): See Guarantor Agreement

Address of Accommodation: , 35, Green Acre, Durham, DH1 1JA, United Kingdom

Tenancy Period: 01/07/2025 to 01/07/2026

Weekly Rate: £100.00 per person per week

Deposit (secured with MyDeposits): £0

Total Rent: £10,428.56

Payment Due Dates & Amounts:

Tenant number	Tenant name
1	Mr Lead Tenant
2	Mr Second Tenant

Charge date	Tenant number		Sub-total
	1	2	
01/07/25	938.57	938.57	1,877.14
01/10/25	1,668.57	1,668.57	3,337.14
01/01/26	1,668.57	1,668.57	3,337.14
01/05/26	938.57	938.57	1,877.14
Sub-total	5,214.28	5,214.28	10,428.56
All amounts are in GBP (£)			

TERMS AND CONDITIONS OF ASSURED SHORTHOLD TENANCY

When you book a room through UK Student Houses, the tenancy will be governed by English law which international tenants may find is different to the law which applies in their own country. Take advice before making a commitment if you feel you need it. If you have any queries regarding the tenancy or these terms and conditions, please contact the Agent, whose details are given below. The Agent will not give you legal advice, but may be able to clarify anything you do not understand. Please also refer to the terms and conditions section on the UK Students Houses website.

A legally binding tenancy agreement is formed between you, the guarantor, and the Landlord on these terms and conditions when you and the Landlord sign to say that you agree these terms and conditions, and the Landlord dates the signed document.

The Agent may cancel the agreement if you do not pay the Deposit and provide the Guarantor when required by these terms and conditions (within 5 days). You may cancel the agreement as permitted in clause 7.

1 Definitions and interpretation

1.1 In the Tenancy Agreement and in these terms and conditions the following words shall have the meanings given to them in this clause:

Guarantor:

The person standing as guarantor to guarantee the performance of the Tenant's obligations in the Tenancy Agreement.

Landlord:

The property company, 1, Example Street, Example City, AA1 1AA, 012345678910, info@dummyspropertycompany.com

Building:

35, Green Acre, Durham, DH1 1JA, United Kingdom

References to the Building are parts of the Building shared with other people excluding parts of the Building which are exclusively occupied by other people. The Building includes the exterior of the Building as well as any garden, driveway, patio or other features.

Accommodation:

, 35, Green Acre, Durham, DH1 1JA, United Kingdom

ALL COMMUNICATIONS WITH THE LANDLORD REGARDING THE TENANCY

AGREEMENT SHOULD BE MADE THROUGH THE LANDLORD'S AGENTS:

Agent:

UK Student Houses (company number 09840367) The Innovation Centre, Hornbeam House, Hornbeam Park, Hookstone Road, Harrogate, HG2 8QT.

Telephone: 0330 828 8060

Email: salesenquiries@ukstudenthouses.com

Please send all documents to:

The Clock Tower Building | 25 Clock Tower Park | Longmoor Lane | Fazakerley | Liverpool | L10 1LD

Tenant:

The person(s) who have agreed to take a tenancy of the Accommodation for the Tenancy Period.

Contents:

Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant's use (whether in the Accommodation or elsewhere in the building).

Deposit:

£0 secured with one of the approved Tenancy Deposit Schemes.

Fees:

The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with these terms and conditions.

Inventory:

The inventory provided by the Agent to the Tenant, this must be returned within 7 days of checking in.

Rent Dates:

The dates upon which the instalments of Rent are payable.. Please note, if you are granted permission to defer any rent instalments this will not change the dates on this agreement. If no valid UK Guarantor is provided full payment of the tenancy is due 1 month before the Tenancy start date.

Rights:

- (a) to exclusively occupy the Accommodation;
- (b) to use the Building, sharing them with other residents;
- (c) to use the Contents allocated to the Accommodation and Building, for their intended purpose, sharing them with other residents if the Contents are in the Buildings;
- (d) to have the Services provided.

Services:

Maintenance (including external window cleaning), repair and insurance of the Building and Accommodation, cleaning and lighting of the Building, hot and cold running water electricity (subject to additional charges for high consumption, as set out in clause 4.8). For the avoidance of doubt, the Landlord will not insure the Tenant's personal possessions and the Landlord accepts no liability for loss or damage to the Tenant's personal possessions.

Utilities:

If the following utilities are included in the rent then utilities may mean any of the following: council tax; water and sewage; electricity, gas or other fuel; TV licence; telephone; internet; Satellite and/or cable TV.

Tenancy Agreement:

Means this agreement for the occupation of the Accommodation made or to be made between the Landlord and Tenant and Guarantor of which these terms and conditions form part.

MyDeposits (MYD):

One of the government approved schemes for safeguarding tenancy deposits.

Tenancy Period:

The period of weeks which is the duration of this agreement.

- 1.2 Words indicating a male gender include females; words in the singular include the plural and vice versa.
- 1.3 Where these terms and conditions require notice or consent, that notice or consent must be in writing but this can include email as long as it is sent to the addresses given in these terms and conditions or subsequently.
- 1.4 It will be reasonable for the Landlord to refuse consent if the Landlord itself needs permission and is not able to obtain it.
- 1.5 The word "including" means "including, but not limited to" and any list that follows the word "including" is not an exhaustive list.
- 1.6 The Landlord's rights in the Tenancy Agreement may be exercised by the Agent and the Landlord's obligations may be delegated to the Agent. Notices which should be given by the Landlord or to the Landlord will be properly given if they are given by the Agent or to the Agent. Where the Tenant or the Guarantor is required to seek Landlord's consent, the Landlord's consent is deemed to be given if the Agent consents. Both the Agent and the Landlord are entitled to claim compensation for the losses they sustain or expenses they reasonably incur as a result of the Tenant's breach of these terms and conditions.

2 Guarantee

- 2.1 In consideration of the Landlord agreeing at the Guarantor's request to accept the Tenant's application to occupy the Accommodation upon the terms and conditions of the Agreement, the Guarantor hereby agrees to fully indemnify the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the agreement (or any extension or continuation thereto) by the Tenant or any person acting on his behalf.
- 2.2 No forbearance on the part of the Landlord or any surrender of the Agreement by the Tenant shall relieve the Guarantor of their liability hereunder.
- 2.3 This Guarantee shall continue throughout the period that the Property is occupied by the Tenant or any licensee and is not limited to the term specified in the Agreement.
- 2.4 This Guarantee shall not be revocable by the Guarantor nor will it be rendered unenforceable by the Guarantor's death or bankruptcy.

3 Agreement to Grant and to Take a Tenancy

- 3.1 The Landlord agrees to grant a tenancy of the Accommodation to the Tenant. The tenancy will be granted together with the Rights, for the Tenancy Period, on these terms and conditions. The Tenancy Agreement incorporates these terms and conditions and all additional terms and conditions applicable to the Accommodation as set out on the Agent's website and available to view during the booking process. The tenancy reserves the Rent to the Landlord. These terms and conditions reserve access rights for the Landlord and authorised persons. By confirming acceptance of the terms and conditions at the end of the booking process, the Tenant agrees to take the tenancy, subject to any cancellation rights in these terms and conditions.
- 3.2 Where a person does not complete the booking process but subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy of the Accommodation by the act of moving in, and that tenancy shall be subject to these terms and conditions and all additional terms and conditions applicable to the Accommodation and/or the Building as set out on the Agent's website and available to view during the booking process.

4 **Tenant's Obligations**

- 4.1 To pay the Rent in advance in accordance with the payment plan chosen by the Tenant during the booking process. The Tenant agrees to pay by secure electronic payment via the means offered at the website wearehomesforstudents.com (or such other payment method as the Landlord or Agent may have previously agreed in writing) to the bank account specified by the Landlord. If no valid UK Guarantor is provided the full rent will be due 1 month before the Tenancy start date.
- 4.2 To pay any Fees which are due within 14 days of the Landlord's invoice for them.
- 4.3 Notify Landlord in advance of the tenancy start date if you require to move in on another date that isn't the tenancy start date.
- 4.4 To pay interest at 3% above the base rate of the Bank of England on any Rent payable under the Tenancy Agreement if it is more than 14 days overdue. The Tenant hereby authorises their institution of study to disclose to the Landlord or the Agent, on request, the Tenant's forwarding address if the Landlord or Agent shows the institution that the address is reasonably necessary to enable them to recover unpaid Rent or Fees.
- 4.5 The Landlord may claim from the Tenant the Landlord's reasonably incurred costs in enforcing the Tenant's obligations in the Tenancy Agreement and the proper cost of making good any loss or damage arising from the Tenant's breach of them (including where reasonably necessary the costs and fees payable to a debt collection agency (which are likely to be 17.5% of the debt) and the proper and reasonable cost of tracing the Tenant and Guarantor and the proper and reasonable costs of taking advice prior to attempted enforcement.
- 4.6 Where damage or loss occurs within the Building Common Parts or Flat Common Parts shared with other tenants and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, the Landlord may claim a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss PROVIDED THAT the Landlord shall not claim from tenants under this clause where it is apparent that the loss or damage was not caused by a resident or invited visitor. Please see the property specific inventory for a breakdown of typical claim amounts.
- 4.7 Unless it is the local authority's policy not to issue them:

- 4.7.1 to hold a current Council Tax exemption certificate and produce it to the Landlord within 7 days of the Landlord's request; and
- 4.7.2 to reimburse the Landlord for any Council Tax charged on the Accommodation (and a fair proportion of any Council Tax charged on the Building) as a result of the Tenant's failure to comply with clause 4.7.1 or as a result of the Tenant not having exempt status for Council Tax purposes. A copy of the tenants' council tax exemption form must be provided to the property team within 7 days of enrolling at University.
- 4.8 Utilities:**
- 4.8.1 The Rent includes utilities for the Accommodation and/or Building. The Tenant must use those utilities considerately so as to ensure so far as is reasonably possible that the use of utilities is not excessive.
- 4.8.2 The Landlord reserves the right to monitor utility usage. The Landlord may, at the Landlord's sole discretion, pass on the cost of any utility usage which is considered to exceed fair usage.
- 4.8.3 Utility usage will be considered excessive if average use over a period of time of not less than a month exceeds by more than 10% of the "medium" value for the Typical Domestic Consumption Values (apportioned to account for the period in question) as published from time to time by Ofgem at <https://www.ofgem.gov.uk/gas/retail-market/monitoring-data-and-statistics/typical-domestic-consumption-values>.
- 4.8.4 Where water and sewerage are metered, the Landlord will consider that usage is excessive if over a period of not less than a month on average more than 200 litres of water per resident is used per day.
- 4.9 To pay to the supplier all charges for telephone and other telecommunications services to the Accommodation and/or Building (including calls, line rental, connection and disconnection) unless shown on the Agent's website as being included in the Rent.
- 4.10 To pay to the supplier all charges for satellite or cable television services supplied to the Accommodation and/or Building (including line and equipment rental, programme supply, connection and disconnection) unless shown on the Agent's website as being included in the Rent.
- 4.11 To keep the Accommodation and Building and their Contents in a clean and tidy condition. Not to do anything which makes the Accommodation or their Contents dirty or untidy or which damages them. The Landlord shall be entitled to carry out inspections to ensure compliance with this clause, but will usually give 24 hours' notice before entering the Accommodation. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord may have the work carried out and to claim from the Tenant the cost. (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers). In addition to the cost of the work, the Landlord may claim the reasonable costs or losses incurred as a result of having to arrange the work and carry out the re-inspection.
- 4.12 Not to affix anything (including aerials, cables or satellite dishes) to the exterior of the Building.

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

WARNING: If there is any damage to the Accommodation or the Contents at the end of the tenancy the Tenant may find it difficult to prove that s/he was not responsible if s/he failed to report the problem at the start of the tenancy. If any dispute about damage is referred to the tenancy deposit protection scheme for adjudication, the adjudicator will be entitled to presume that a tenant who did not report a discrepancy on the Inventory did not find a discrepancy at the start of the tenancy.

- 4.14 Not to remove any of the Contents from the Accommodation to which they are allocated.
- 4.15 To use the Contents carefully and not damage them
- 4.16 The Landlord may claim from the Tenant the costs of repair or replacement of any lost or damaged Contents (unless caused by fair wear and tear, or recovered on the Landlord's insurance). Typical costs for replacing Contents are set out on the Inventory; claims for repair will be the proper and reasonable costs of repair which the Landlord incurs as a result of the damage.
- 4.17 To leave the Contents in their original positions at the end of the Tenancy Period.
- 4.18 Not to remove anything which is attached to any part of the Accommodation and not to fix anything to any part of the Accommodation.
- 4.19 Not in any way to change, damage, re-decorate or attempt to repair any part of the Accommodation or the Contents

WARNING: Damage or marks caused by fixing things to the walls, floor, ceiling, windows or doors will not be treated as fair wear and tear. If the Tenant wishes to display notices or posters, the Tenant should use only the notice board provided for that purpose. If the Tenant marks a surface by using Blu or White Tack, Sticky Stuff, Poster Putty or similar products, and the mark will not clean off, the Landlord shall be entitled to charge the Tenant a contribution towards the cost of redecorating the surface. Any claim for the cost of redecorating will be reduced by 20% for each year that has elapsed since the surface was last redecorated. In addition to redecoration charges, the Landlord will claim from the Tenant for the cost of repairing holes caused by nails, pins or screws

- 4.20 Not to do anything which may cause damage to the electrical installation or equipment in any part of the Accommodation and to ensure that any of the Tenant's own appliances used in the Accommodation are at all times safe for use in the United Kingdom.
- 4.21 Not to put anything harmful in or do anything likely to block the drains or pipes serving the Accommodation and to take reasonable precautions to prevent pipes from freezing in the Accommodation and the Flat.
- 4.22 Promptly to report to the Agent any failure of the Services and any damage to the Contents, or the Accommodation, or any part of it.
- 4.23 The Landlord will provide all furniture. Any electrical items that the Tenant brings into the Accommodation must meet current UK safety standards (for example, a PAT test). Only white goods provided by the Landlord should be brought into the Accommodation. The Tenant must not bring any additional furniture into the Accommodation without the Landlord's consent (which will not be withheld

unreasonably).

- 4.24 Not to obstruct corridors or fire escapes or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's property at risk. Weapons, replica weapons, BB guns, airguns, firearms (whether or not they are licensed) or everyday items that are being used as weapons will always be treated as being unsafe in a student residence and their possession or use in the Accommodation will be treated as a serious breach of the Tenancy Agreement.
- 4.25 Not store bicycles in studio/flat/room and any corridor or staircase but agree to store any bicycle in the designated bicycle storage area. Charging and the use of electric scooters and bicycles is not permitted in any part of the accommodation.
- 4.26 Not to make any duplicate keys or change the locks to the Accommodation.
- 4.27 At the end of the Tenancy Period (or when the tenancy ends, if sooner) to hand back the Accommodation to the Landlord in a good re-lettable condition, together with all keys and access devices.
- 4.28 If the Tenant chooses to move out of the Accommodation before expiry of the Tenancy Period, the tenancy will continue unless and until it is terminated in accordance with clause 7, and returning the keys to the Landlord will not in itself be sufficient to end the tenancy and would therefore remain rent liable till the official end date of the tenancy period.
- 4.29 If the Tenant does not return all keys and access devices to the Landlord at the end of the tenancy the Landlord will use reasonable endeavours to contact the Tenant to request their return. After 48 hours from the end of the tenancy if the Tenant has not returned all keys and access devices to the Landlord, the Landlord may assume that the Tenant has lost the key or access device and the Tenant agrees to pay the Landlord's reasonable costs associated with such loss (which could include costs of changing the locks).
- 4.30 Not to allow anyone else to live at the Accommodation (where "live" means they are in occupation for more than 3 consecutive nights) whether with the Tenant or instead of the Tenant. The Tenant must not transfer the tenancy or create a sub-tenancy. If the Tenant does not comply with this clause, the Landlord may terminate the Tenancy Agreement in accordance with clause 7 and take steps to evict the Tenant and/or any person who lives in the Accommodation unlawfully.
- 4.31 Not to allow more than one visitor to stay in the Accommodation overnight and not to have an overnight visitor on more than 2 consecutive nights or more than 2 nights in the same week (Sunday to Saturday). Not to have more than 3 visitors in the Accommodation at any one time. If the Tenant has more than the permitted number of visitors or visits, the Landlord shall be entitled to charge the Tenant for the additional occupation at the same rate per person as the Rent, without in any way acknowledging that the additional occupier(s) live in the Accommodation lawfully. The Tenant must pay the charges for over-occupancy within 14 days of the Landlord's invoice or shall be liable to pay interest at 3% above the base rate of the Bank of England on any late payments. The Landlord may claim from the Tenant the Landlord's losses arising as a result of the Tenant's breach of this clause, for example, if another occupier leaves because the Tenant frequently exceeds the permitted visits, the Landlord may claim any lost rent from the Tenant.
- 4.32 To be responsible for all the Tenant's invited visitors to the Accommodation; to make sure those visitors are aware of the need to behave responsibly and with respect for

other residents and to make sure they do so; and to reimburse the Landlord for any damage or loss which the Tenant's visitors cause at the Accommodation.

- 4.33 Not to leave the Accommodation unoccupied for more than one month without the Landlord's consent (which the Landlord will not withhold unreasonably). Notice of leaving the property for longer periods of time must be communicated to the Landlord in writing; email is accepted. If the Landlord consents to the Accommodation being left unoccupied this alone will not terminate the tenancy.
- 4.34 To use the Accommodation only for residential occupancy.
- 4.35 Not to place any posters or notices (other than temporary notices of a domestic nature, such as "Back in 10 minutes") so as to be visible from outside the Accommodation.
- 4.36 Not to bring any animal into the Accommodation unless it is a trained, registered assistance animal for a person who has a disability.
- 4.37 Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 4.38 Not to make any noise which is audible from outside the Accommodation if it is likely to annoy others. Persistent breach of this clause, particularly where it occurs between 11.00pm and 7.00am on Sunday evenings to Friday mornings and between 11.00pm and 9.00am on Friday evenings to Sunday mornings is likely to be anti-social behaviour, which could be reported to the authorities and/or lead to termination of this Tenancy Agreement (see clause 7).
- 4.39 Promptly to send to the Agent a copy of any communication the Tenant receives which is likely to affect the Landlord, the Accommodation.
- 4.40 Not to park any vehicle other than in the designated parking area(s), if any. Where the Accommodation has a parking area, not to park any vehicle other than a private car, small van, motor cycle or bicycle in that area and not to use the parking area for any other purpose but parking. Vehicle cleaning and maintenance are not permitted in the parking area.
- 4.41 Not to cause any obstruction in any access way serving the Accommodation or neighbouring property.
- 4.42 Not to allow rubbish to accumulate in the Accommodation. The Landlord shall be entitled to carry out inspections to ensure compliance with this clause. If there is evidence of non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord shall be entitled to have the work carried out and may claim the cost of the work from the Tenant (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers). In addition to the cost of the work, the Landlord may claim the reasonable costs or losses incurred as a result of having to arrange the work and carry out a re-inspection. A reasonable timescale for removing rubbish which is a moderate hazard to health or safety is 24 hours, and less for a more serious hazard.
- 4.43 To comply with all applicable legislation and to avoid the Tenant's actions or negligence having an adverse effect on the Landlord or Agent or on the owners or occupiers of nearby property. The Landlord's policy is one of constructive engagement with the police and other authorities where appropriate. For the purposes of this clause, possession, use, supply or dealing in any of the following will always be

treated as a serious breach of the Tenancy Agreement if it happens in the Accommodation or the surrounding area:

- 4.43.1 controlled drugs;
- 4.43.2 substances which it is lawful to possess, with intent to induce a hallucinogenic, narcotic or artificially exalted state if that causes a nuisance to neighbours or other occupiers of the Accommodation or damage to the Accommodation or other people's property (and breach of this clause will be considered a serious breach of these terms and conditions)
- 4.43.3 stolen goods.
- 4.44 Not to smoke or vape in the Accommodation, including its grounds. Smoking or vaping in contravention of this clause will usually be treated by the Landlord as a serious breach of these terms and conditions, and persistent breaches could give rise to early termination of the Tenancy Agreement under clause 7.
- 4.45 Attend fire training sessions - the Landlord requires mandatory attendance at a fire training sessions in the interests of fire safety for person and property. Notice of times/dates to be advised.
- 4.46 To allow the Landlord, and any workers acting on its behalf, access to the Accommodation at all reasonable times during the day for the purposes of viewing, inspection, maintenance and repair. The Landlord will normally give at least 24 hours' notice if access to the Accommodation is required, but will be entitled to have immediate access in an emergency, or where the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of these terms and conditions, or where the Landlord has serious concerns regarding the Tenant's welfare. If the Landlord notifies the Tenant that access to the Accommodation is needed, and a time and date for access is agreed, the Landlord shall be entitled to enter the Accommodation at the agreed time whether or not the Tenant is present, but only for the purposes of exercising the Landlord's rights and/or carrying out the Landlord's obligations.
- 4.47 At the end of the tenancy:
 - 4.47.1 To clean the Accommodation;
 - 4.47.2 To leave the Accommodation and clear it of all the Tenant's possessions and any rubbish;
 - 4.47.3 To make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original positions;
 - 4.47.4 To return to the Landlord all keys and access devices to the Accommodation by 12 noon on the last day of the tenancy.
- 4.48 When dealing with the Landlord's or the Agent's employees and contractors, to behave professionally and respectfully, and to comply with any reasonable request by the Landlord.
- 4.49 Not to invite to the Accommodation any person whom the Landlord reasonably suspects of being a convicted criminal or of having committed any crime or act of nuisance which the Landlord reasonably considers would be detrimental to management of the Accommodation or the interests of its occupiers;

WARNING: abusive language or conduct on the part of the Tenant or their visitors or representatives will be deemed by the Landlord and the Agent as a breach of these terms and conditions and persistent breaches could give rise to early termination of the Tenancy Agreement under clause 7.

- 4.50 Relating to health, safety or the proper management of the Accommodation:
- 4.50.1 Not to use any chip pans, deep fat fryers or similar cooking equipment using a heated container holding oil more than 1cm deep in any part of the Accommodation.
 - 4.50.2 Not to light candles, joss-sticks, shisha pipes or any portable gas or oil burning fires in any part of the Accommodation .
 - 4.50.3 Not to smoke cigarettes or pipes of any kind or use any other smoking or burning apparatus anywhere in the Accommodation or have any naked flame or smouldering item.
 - 4.50.4 Not to run a business or carry out any trade of any kind from the Accommodation.
- 4.51 To hold a valid and current TV licence for any television in the Accommodation.

WARNING: If you watch television through an internet connection a TV licence is required, and this licence is not included in the Rent. Contact TV licensing www.tvlicensing.co.uk directly for further details of how to obtain a license.

- 4.52 To notify the Landlord promptly if an infestation is found in the Accommodation.

5 Landlord's obligations

- 5.1 To provide the Services (subject to the Tenant paying any Fees payable for them).
- 5.2 Except in the case of an emergency, or for reported repairs, or where the Landlord has reasonable cause for concern about the Tenant's welfare, or to investigate a suspected or persistent a serious breach of the Tenant's obligations, to give the Tenant at least 24 hours' notice prior to entering the Accommodation.
- 5.3 Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.
- 5.4 Not to disclose personal information obtained from the Tenant or the Guarantor except as permitted by these terms and conditions.
- 5.5 To return the Deposit (or balance after making any proper deductions) to the Tenant promptly after the termination of the Tenancy Agreement.

The Deposit will be safeguarded with MyDeposits within 30 days of being received. The Tenant will receive notification directly from MyDeposits.

6 Other conditions

- 6.1 Subject to the rules of MyDeposits, the Landlord shall be entitled to use the Deposit (or a proper proportion of it) or invoice the Tenant for:
 - 6.1.1 Any damage, or compensation for damage, to the Accommodation and their Contents for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the start of the Tenancy Period, damage by insured risks and repairs that are the responsibility of the Landlord.

- 6.1.2 The reasonable costs incurred in compensating for, or for rectifying or remedying, any major breach by the Tenant of the Tenant's obligations in these terms and conditions, including those relating to the cleaning of the Accommodation and their Contents.
- 6.1.3 Any unpaid accounts for utilities or other similar services or Council Tax incurred at the Accommodation for which the Tenant is liable.
- 6.1.4 Any Rent, Fees or other money due or payable by the Tenant under these terms and conditions of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
- 6.1.5 Any loss arising as a result of any breach of the Tenant's obligations in this Agreement (including any non-payment of any sum which the Tenant should have paid and the proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers).

And where the Deposit is insufficient to cover the amount due, the Landlord may claim the balance from the Tenant.

- 6.2 The Landlord will comply with all relevant data protection legislation and/or any Landlord policy regarding data protection when processing personal data in the course of the tenancy including personal data relating to any Tenant or Guarantor. The Tenant and Guarantor hereby authorise the Landlord and the agent to use their personal data for all lawful purposes:

- 6.2.1 in connection with the Tenancy Agreement including debt recovery, allocating rooms or where there is a serious risk of harm to the Tenant or to others in the Accommodation or to the Landlord's or other individual's property;
- 6.2.2 in order to manage the tenancy and for related purposes, such as updating and enhancing our records, analysis for property management purposes and statutory returns, legal and regulatory compliance and crime prevention.

The tenant will supply the Landlord and the agent with personal data and the landlord or agent can therefore process, use and disclose personal data and sensitive personal data about the tenant as is necessary in compliance with data protection legislation. Some personal data may be supplied to external contractors, clients or agencies who administer works on behalf of the Landlord or Agent and this will be used solely for the purpose of managing the tenancy. The Landlord or agent may share or make information available to the Tenant's educational institution, the Guarantor, regulatory authorities, governmental or quasi-governmental organisations as they are legally required or it is appropriate to do so.

The Tenant hereby authorises the Landlord and the Agent to share the Tenant's personal or sensitive personal data with the Tenant's educational institute and/or with the Guarantor for purposes connected with the tenancy relating to medical, welfare, behaviour or material breaches of the Tenant's obligations in the Tenancy Agreement. The Tenant authorises the educational institution to provide the Landlord or Agent with the Tenant's home or forwarding address.

Should the Tenant not comply with their obligations in the Tenancy Agreement the Landlord may refuse to give a reference, or may give an adverse reference which is factually correct. The Landlord and Agent expects the Tenant to inform the appropriate personnel of changes to personal or sensitive personal data in a timely manner throughout the tenancy.

- 6.3 The Landlord's and the Agent's liability for loss or damage to person or property is

excluded unless the loss or damage is caused by (respectively) the Landlord's or the Agent's negligence, breach of statutory duty or breach of obligation in the Tenancy Agreement (which includes the acts or omissions of (respectively) the Landlord's or the Agent's employees and agents).

- 6.4 The Landlord is not liable to repair any damage caused by the Tenant (or their visitor) unless and until the cost is met by insurance or by the Tenant (any excess on the policy being payable by the Tenant) or unless and until the Landlord has a statutory obligation to do so. If the Landlord has a statutory obligation to repair the Landlord may nevertheless claim the cost of doing so from the Tenant where it was the Tenant who caused the need for repair. If the Landlord (acting reasonably and after proper investigation) is persuaded that the Tenant (or their visitor) caused damage deliberately or recklessly, the Landlord may claim the cost of repair from the Tenant instead of claiming against insurance.
- 6.5 Items belonging to tenants:
- 6.5.1 The Landlord is entitled to remove from the Accommodation any article which constitutes an obstruction or a fire or health or safety risk or which (in the Landlord's reasonable opinion) is likely to cause damage to the Accommodation but (unless perishable) will if requested return it to the Tenant on the termination of the tenancy (proper and reasonable removal and storage costs being payable by the Tenant).
- 6.5.2 If the Landlord has to clear rubbish left anywhere other than the bin stores, and cannot find out who left it there, the Landlord may claim the proper and reasonable costs of removal to the residents who have access to the area where the rubbish was left.
- 6.5.3 The Landlord is entitled to remove any item left at the Accommodation by the Tenant at the end of the Tenancy Period and shall not accept any implied appointment as bailee in respect of any such item; and shall not be obliged to return any such item to the Tenant. If an item is of obvious value the Landlord will deal with it in accordance with clauses 6.5.4 to 6.5.7.
- 6.5.4 The Landlord will use reasonable attempts to contact the Tenant if any item of obvious value is left at the Accommodation but if the Landlord (despite reasonable efforts) is not able to contact the Tenant, or if the Tenant does not collect the item from the Landlord, or give the Landlord directions as to where to send it, within a reasonable time of the Landlord making contact, then the Landlord shall be entitled to sell the item for the best price reasonably obtainable.
- 6.5.5 If the Tenant requests the Landlord to forward an item, the Landlord may claim from the Tenant the costs of postage or shipment (where the costs exceed £2.50) before agreeing to send the item. Provided the Landlord has addressed the item as requested by the Tenant, and obtained a certificate of posting, the Landlord shall not be liable to the Tenant if the Tenant does not then receive the item. Items will not be sent recorded, insured or special delivery unless the Tenant requests it and pays the shipper's costs in advance of despatch.
- 6.5.6 If the Landlord is entitled to sell an item under this clause the Landlord may use a proper and reasonable amount from the proceeds of sale in or towards payment of any debt which the Tenant owes to the Landlord and will also be entitled to deduct the proper and reasonable costs of effecting the sale and forwarding the proceeds, but will otherwise promptly use reasonable endeavours to return the proceeds (or the balance of them) to the Tenant.
- 6.5.7 If it is not possible (despite reasonable efforts) for the Landlord to contact the

Tenant, or if after making initial contact it is then not possible for the Landlord to return any proceeds of sale to the Tenant's last known address or card account, then the Landlord shall be entitled once 6 months have expired after the end of the Tenancy Period to use the proceeds to pay for new Contents for the Accommodation. This clause does not affect the Tenant's right to the proceeds of sale, if the Tenant claims them subsequently, but the Tenant shall not be entitled to demand a return of any item which the Landlord has sold as permitted by this clause.

6.6 Right to carry out building works on adjoining land:

6.6.1 The Landlord reserves full rights to carry out at any time building works on any adjoining or neighbouring property, and to alter or rebuild any buildings already erected on, any adjoining or neighbouring property and to use such adjoining or neighbouring property or any present or future buildings in such a way as the Landlord thinks fit.

6.6.2 Whilst the Landlord will use all reasonable endeavours to minimise inconvenience to the Tenant, and where possible give advance notice of any works, the rights in clause 6.6.1 shall apply even though access of light and air to the Accommodation may be affected or the amenity of or access to the Accommodation maybe temporarily obstructed altered or interfered with and / or some noise, vibration or dust may be experienced during any programme of works.

6.7 The tenancy of the Accommodation shall be an Assured Shorthold Tenancy as defined in the Housing Act 1988.

6.8 The Landlord shall not be liable to the Tenant under the implied covenant for quiet enjoyment for the actions or negligence of any other occupier in the Accommodation if the other occupier's act or neglect is in excess of their own legal rights or in breach of the terms of their tenancy agreement.

6.9 The Tenancy Agreement is not intended to confer any benefit to anyone who is not a party to it other than the Agent.

6.10 The Tenancy Agreement contains all the terms agreed to by the parties at the time it comes into effect and any variation to the terms will only be effective if agreed between the Tenant and the Landlord. The Landlord will confirm any agreed variation to the Tenant in writing at the time the variation is made.

7 Termination of the Tenancy Agreement

7.1 The Landlord may terminate the Tenancy Agreement at any time before the Tenant takes occupation if the Tenant does not achieve the examination results required to start or continue their course of study at their chosen university or college. The Tenant has an obligation to notify the Agent promptly as soon as s/he becomes aware that s/he will not be able to start or continue his/her course, in line with the cancellation policy. Failure to notify the Agent in good time reduces the possibility of finding a replacement occupier, and may make the Tenant liable to continue paying Rent, even though, as a non-student, s/he is not eligible to occupy the Accommodation.

7.2 The Landlord may terminate the Tenancy Agreement at any time before the Tenant takes occupation without notice to the Tenant if the Tenant has not paid the Deposit, the agreed rent payments, or provided the Guarantor and also in the case of a no show where the Tenant has not taken up residence within 3 days of the start of the Tenancy Period and has not made prior arrangements with the Landlord for late

arrival, but the Tenant will be liable for the Rent up to and including the date of termination.

- 7.3 Unless the Tenant has made arrangements with the Landlord, the Landlord shall be entitled to terminate the Tenancy Agreement without notice to the Tenant if the Tenant has not taken up residence and has not made payment within 7 days of the payment due date, but the Tenant will be liable for the Rent up to and including the date of termination.
- 7.4 The Landlord shall be entitled to terminate the Tenancy Agreement at any time before the Tenant takes possession of the Accommodation if the Landlord is reasonably satisfied that the Tenant deliberately or recklessly gave false information when applying for a tenancy.
- 7.5 The Landlord shall be entitled to apply to court for termination of the tenancy and possession of the Accommodation if any of the Grounds numbered 2, 8, 10, 11, 12, 13, 14, 14A, 14ZA, 15 or 17 in Schedule 2 of the Housing Act 1988 exists or arises. This will not release the Tenant from any liabilities the Tenant has already incurred. If the Housing Act 1988 is amended or replaced during the tenancy, the Landlord shall be entitled to apply to court for possession on any reasonable ground permitted by law.
- 7.6 The Landlord and the Agent shall not have any liability to the Tenant or the Guarantor if the Tenancy Agreement is terminated as permitted by clauses 7.1 to 7.5.
- 7.7 Unless the tenancy has already started the Tenant may cancel their Tenancy Agreement (by giving the Landlord written notice of cancellation) at any time during the 14 days (the "Initial Cancellation Period") after completing the booking process up until the 1st August. After the 1st August before the start of the relevant academic year the 14 day cooling off period becomes 7 days. If the Tenant cancels the Tenancy Agreement in these circumstances the Landlord will make no charge and will return the Deposit in full to the Tenant. If the tenancy has started the Tenant has no right to cancel the Tenancy Agreement. If the Tenancy has started or if the Initial Cancellation Period has already passed and the Tenant asks to be moved to a different room, the Tenant has no right to cancel the tenancy agreement for the replacement room.
- 7.8 If the Tenant wishes to cancel their Tenancy Agreement after the Initial Cancellation Period, or after the tenancy has started, the Tenant will be liable for the Rent and any applicable Fees for the full Tenancy Period or, if shorter, for the period until a replacement tenant takes over responsibility for payment (replacement tenant is to have paid both deposit and rent payment before termination of tenancy is confirmed). If a replacement tenant is found, the Tenant will be liable for the Landlord's reasonable costs of dealing with the changeover, payable within 14 days of invoice or by using the Deposit. On the commencement of the new tenancy, the Landlord will release the Tenant from their Tenancy Agreement.
- 7.9 If the Landlord asks the Tenant to relocate to comparable alternative accommodation during the Tenancy Period, this clause applies.
- 7.9.1 The Landlord will only make such a request where it is reasonably necessary to do so. Examples of when a relocation might be requested include (among other things) (a) to carry out planned maintenance or refurbishment works; (b) to carry out reactive repairs or statutory compliance works; (c) to make the best use of rooms adapted for people with disability; (d) to optimise environmental performance by amalgamating partly-occupied flats (e) to treat or restrict the spread of infestation or notifiable disease; and (e) in an attempt to resolve inter-tenant disputes.

- 7.9.2 If the Tenant moves into alternative accommodation provided by the Landlord, the terms of the tenancy for that accommodation will remain unchanged, except for the location of the premises. The Tenant cannot be required to take accommodation of a lower standard but if the Tenant agrees to do so, the Tenant will only be charged the lower room rate.
- 7.9.3 The Landlord will use reasonable endeavours to assist the Tenant with the move. The Landlord will aim to give the Tenant at least 7 days' notice before relocating, but notice may be shorter or even none in an emergency.
- 7.9.4 If the Tenant unreasonably refuses to accept comparable alternative accommodation when offered, the Landlord will not be liable to pay the Tenant compensation for inevitable noise, vibration, dust or temporary interruption to amenities arising from maintenance, repair, refurbishment or statutory compliance work.
- 7.10 The Landlord reserves the right to provide to the Tenant alternative accommodation in the event that the Accommodation is unavailable for the Tenant at the start of the Tenancy Period provided always that the Tenant shall have the right to terminate the Tenancy Agreement (without having to comply with the conditions in clause 7.8) should the Accommodation not be available for a period of more than 4 weeks after the start of the Tenancy Period.
- 7.11 Where, at the Tenant's request, the Landlord agrees to relocate the Tenant to other accommodation owned by the Landlord, the Tenant shall pay the Landlord's reasonable costs (payable within 14 days of invoice, and in any event before the Landlord will give the Tenant keys to the new accommodation). The Tenant will surrender their tenancy of the Accommodation on the day they leave it and on the same day take a tenancy of the new room for the remainder of the Tenancy Period. The tenancy of the new room will be on these terms and conditions, except for the description of the Accommodation, which shall be amended by a memorandum signed by both parties.
- 7.12 The Tenancy Agreement shall terminate if the Tenant dies during the Tenancy Period and the Tenant's estate shall not be liable to pay the Landlord any Rent or Fees relating to the period after death.
- 7.13 If the Landlord is not able to provide the Accommodation, the Landlord will use reasonable endeavours to offer the Tenant alternative accommodation of equivalent or better quality at the same price. If the Accommodation or a suitable alternative is not available, the Landlord will not be responsible for paying the Tenant's hotel expenses other than for accommodation in a budget-range (2*) hotel or in bed & breakfast accommodation for up to 2 nights for one person in or as close as possible to the city where the Accommodation is situated. Reclaimable travel costs will be limited to travel from the Accommodation to such temporary hotel or bed & breakfast accommodation and from there to the Tenant's choice of alternative accommodation in the same city as the Accommodation (mileage chargeable at 40p per mile; public transport at standard class cost). A student whose Tenancy Agreement is for a specially adapted room for reasons related to their disability shall not be required to accept any alternative room offered by the Landlord unless it is suitably adapted and shall be released from their Tenancy Agreement if none is available.
- 8 At the end of the tenancy**
- 8.1 Unless already paid for during the Tenancy Period, the Agent may claim from the Tenant the costs of putting right any breach by the Tenant of the Tenant's obligations

in this Agreement.

- 8.2 The Tenant agrees that the Deposit may be used towards the costs of any breach by the Tenant of the Tenant's obligations in this Agreement.
- 8.3 The Agent will promptly give the Tenant written notification of any proposed deductions from the Deposit. Within 14 days of receiving such notification the Tenant will give the Agent written notification if the Tenant intends to dispute any of the proposed deductions and the grounds for the dispute. The Agent may refer any dispute for adjudication and if it does so, the Tenant agrees to co-operate with the adjudication.
- 8.4 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected.

UK STUDENT HOUSES TENANCY AGREEMENT

Academic year: 01/07/2025 to 01/07/2026

Tenant:

Name : Mr Lead Tenant
Email : first.tenant@email.com
Phone : 07405551900
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant
Email : second.tenant@email.com
Phone : 07474567888
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

Accommodation Address: , 35, Green Acre, Durham, DH1 1JA, United Kingdom

Rent: £10,428.56 for the Tenancy Period (equivalent to a charge of £ 100.00 per person per week) payable in advance in instalments on or before the Rent Dates. This sum includes charges for water and reasonable use of gas and electricity (excessive consumption over predicted estimates may be charged to the Tenant under clause 4.8).

Payment Due Dates & Amounts:

Tenant number	Tenant name
1	Mr Lead Tenant
2	Mr Second Tenant

Charge date	Tenant number		Sub-total
	1	2	
01/07/25	938.57	938.57	1,877.14
01/10/25	1,668.57	1,668.57	3,337.14
01/01/26	1,668.57	1,668.57	3,337.14
01/05/26	938.57	938.57	1,877.14
Sub-total	5,214.28	5,214.28	10,428.56
All amounts are in GBP (£)			

Tenancy Period

The Landlord agrees to grant a tenancy of the Accommodation to the Tenant for the Tenancy Period at the Rent, and the Tenant agrees to take the tenancy, on the UK Student Houses standard terms and conditions for Assured Shorthold Tenancies Tenancy start 01/07/2025 and end 01/07/2026, which are hereby incorporated into this agreement. The standard terms and conditions are available to view at ukstudenthouses.com or on request from UK Student Houses, Hornbeam House, Hornbeam Park, Hookstone Road, Harrogate, HG2 8QT.

Telephone: 0330 828 8060

E-mail: salesenquiries@ukstudenthouses.com

SCHEDULE 1

Documents which the Guarantor must submit along with the signed tenancy agreement.

1. Driving Licence

OR

2. Passport

AND

3. Utility Bill (utility bill must be dated within the last 3 months to be valid)

Note: Please do not send original documents as these cannot be returned

Please send all documents to:

The property company, 1, Example Street, Example City, AA1 1AA

Telephone Number: 0333 344 2829

Email: salesenquiries@wearehomesforstudents.com

9 Additional Considerations

An optional additional clause you can add on a case by case basis. It increases the clause number of any following clauses by 1 if present.

Signatures

TENANTS

Mr Lead Tenant
1 More Avenue, London, EC2A 2EX, United Kingdom

(Not signed)

Mr Second Tenant
2 Fleet Place, London, EC2A 2EX, United Kingdom

(Not signed)

LANDLORD

(Not signed)

Guarantor contract

Guarantor Name: Mr Example Guarantor
Guarantor Address: 12 Mount park avenue, Worcester, WR2 6NJ United Kingdom
Guarantor Email: guarantor.name@email.com
Guarantor Phone Number: 0123 45678910
Guaranteed Tenant: Mr Lead Tenant
Relationship to Tenant: Parent

Signature

Mr Example Guarantor
12 Mount park avenue, Worcester, WR2 6NJ
United Kingdom

(Not signed)

Sample Contract