

Tenancy Letter

#AgreementDate#

#FName# #SName#

#HomeAddress#

Dear #FName# #SName#

Subject to the Tenancy Agreement being completed, as detailed below, your tenancy will have effect from the Tenancy Start Date referred to below and will be subject to the Tenancy Terms and Conditions below. This Tenancy Letter and the Tenancy Terms and Conditions together will be known as 'the **Tenancy Agreement**'. The principal terms of the Tenancy Agreement are detailed below:

Landlord Details	
Landlord	#ComplexLandlordName#
Landlord's Address	#ComplexLandlordAddress#
Property Manager	Prime Student Living Limited (Company Number 06563753)
Property Manager's Address	#ComplexLandlordAddress#
Tenant/Guarantor Details	
Tenant	#FName# #SName#, #HomeAddress# Booking Reference #TCASRefID#
Guarantor's Name	#GFirstName# #GSurname#
Guarantor's Address	#GHomeAddress#
Accommodation Details	
Development	#ComplexLandlordEmail# #ComplexAddress#
Flat	#ApartmentNo#
Room	#ApartmentNo#/#RoomNo#
Tenancy Period	
Tenancy Length	#TotalWeeks# weeks
Tenancy Start Date	#CommencementDate#
Tenancy End Date	#TerminationDate# at 10am
Payment Details	
Total Rent Payable	#TotalAmount#
Deposit	#TenancyDeposit#
Advance Rent Payment	£100.00
Instalment Details	The Advance Rent Payment is due at the time of booking and has been deducted from the First Payment. The First Payment on or before the Full Rent Instalment Date or 1 st Rent Instalment Date; and, if appropriate The Second Payment on or before the 2 nd Rent Instalment Date; The Third Payment on or before the 3 rd Rent Instalment Date;

#Charges#

Technical Notes:

In all Tenancy Documents: Prime Student Living is a trading name of Prime Student Living Limited registered in England & Wales under number 6563753 with the registered Office at: #ComplexLandlordAddress#.

The management of: #ComplexLandlordEmail#, #ComplexAddress# is carried out entirely by the Landlord, #ComplexLandlordName#, except that Prime Student Living has an agreement with the Landlord under the terms of which it processes Tenancy documentation and demands and collects rents on behalf of the Landlord.

Special Conditions for Booking Reference #TCASRefID#

The following special conditions will apply to the Tenancy Agreement:

The Tenant hereby confirms to the Landlord that they:

- (i) will be over the age of 18 when the Tenancy Period commences, or when they move into the Development and take up occupation if this is a later date;
- (ii) will remain a student in full time education throughout the Tenancy Period;
- (iii) have no unspent criminal convictions; and
- (iv) Where the Tenant is an International Student, holds a valid student visa entitling them to study in the UK throughout the Tenancy Period

Such warranties are deemed repeated by the Tenant each day until the Tenancy End Date.

By entering into this Agreement, the Tenant agrees to promptly notify the Property Manager (acting on behalf of the Landlord) where: (i) they are no longer enrolled as a student on a full time course by a higher education institution, or (ii) if where the tenant is an International Student, they no longer hold a valid student visa to study in the UK. Such notice must include a copy of the relevant letter from the university, college and / or the immigration authority.

In the event that there is a breach of any of these warranties then the Landlord (or Property Manager acting on their behalf) may immediately terminate the Tenancy Agreement without any penalty and with immediate effect.

Cancellation Policy

- 1) After you have completed the application process on the Prime Student Living online booking system and paid the Advance Rent Payment, we will notify you that we have reserved a room and we will ask you to you sign the Tenancy Agreement. If you do not sign the Tenancy Agreement within 7 calendar days of our notification, we may cancel your booking application, giving notice by email, and we will make no charge other than the Advance Rent Payment, which we will retain.
- 2) Unless the Tenancy Agreement has already commenced (meaning the Tenancy Start Date is on or before the date the Tenancy Agreement is signed by you) or you have already collected the keys to your accommodation, once you have signed the Tenancy Agreement you have a "Cooling-Off Period" of 7 calendar days commencing on the date you sign the Tenancy Agreement. If you book on or after 1st August for the academic year due to commence in the following month of September, the Cooling-Off Period will reduce to 48 hours from the date and time you sign the Tenancy Agreement. During the Cooling-Off Period if you decide to cancel your accommodation booking you must do so in writing or by sending an email directly to the Property Team and we will fully refund the Advance Rent Payment and release you from the Tenancy Agreement. At the point you receive your Room key and check in to your accommodation, the Cooling-Off Period will immediately and automatically end.
- 3) Once the Tenancy Agreement has been signed and the Cooling-Off Period has ended;
 - a) You will be bound by the terms of the Tenancy Agreement
 - b) The Advance Rent Payment is a "holding deposit" as defined in paragraph 3(2), Schedule 1 of Tenant Fees Act 2019 and will be held until the first Rent payment falls due under your Tenancy Agreement and will be offset against the amount due.
 - c) You will remain liable for the Rent due under the Tenancy Agreement for the whole of the Tenancy Period.

- d) You will be required to pay a security Deposit prior to the commencement of the Tenancy Period at the same time as the first Rent payment falls due under your Tenancy Agreement.
- e) There are only certain circumstances where you may be able to terminate the Tenancy Agreement and be released from the terms of the Tenancy Agreement:
 - (1) If your offer of a place at a relevant University / Higher Education Institute is withdrawn as a result of you not achieving the required entry grades that prevents you taking up your place on your course by 24th August, you must provide satisfactory evidence that the Landlord finds acceptable within 7 calendar days of the results or a decision being published or reached. This is applicable to first year students only.
 - (2) If you are an International Student and your application for a student visa to study in the UK is rejected prior to 14th August for the academic year due to commence in the following month of September.
 - (3) If having started your course you are medically discharged from the University / Higher Education Institute, you must provide satisfactory evidence that the Landlord finds acceptable within 7 calendar days of the decision being reached.

In any other circumstance (for example having started your course you are evicted from the University / Higher Education Institute, you voluntary withdraw from your course, or you are no longer a student) you will be bound by the full terms of the Tenancy Agreement and you will have to pay all amounts due under your Tenancy Agreement unless a replacement tenant is found for your Room who is satisfactory to the Landlord. If you request for the Tenancy Agreement to be terminated after the Cooling-Off Period and a replacement tenant is found either before or after the Tenancy Start Date, or after you have collected the keys to your accommodation and moved in, you will be charged in accordance with clauses 3.5.4 & 3.5.5 of this Tenancy Agreement. If we confirm to you that a satisfactory replacement tenant has been found for your Room, there is no outstanding Rent arrears and the relevant fee has been paid, the Landlord will then release you from your Tenancy Agreement with effect from the start date of the new Tenancy Agreement with the replacement tenant. The entering into a new Tenancy Agreement with a replacement tenant will be entirely at the discretion of the Landlord and/or the Property Manager.

If you are eligible for release from the Tenancy Agreement, we will arrange to return your Deposit (if you have already moved into your accommodation, this would be minus any deductions relating to the condition of your room/flat upon your departure in accordance with clauses 4.5 & 4.6 of this Tenancy Agreement).

Completion Procedure

The Property Manager (on behalf of the Landlord) will electronically sign the Tenancy Agreement and present this to the Tenant (and Guarantor if paying rent by instalments) to review and sign electronically. The date and time the Tenant (and Guarantor if paying rent by instalments) sign the Tenancy Agreement will be captured and added to the Tenancy Agreement. A copy of the signed and dated Tenancy Agreement will be provided to the Tenant electronically on the Resident Portal which can be printed off by the Tenant (and Guarantor if paying rent by instalments) at any time. The Property Manager (on behalf of the Landlord) will also retain a copy.

Before signing this Agreement the Tenant and Guarantor should read the following notes:

This Tenancy Agreement is a legally binding document. In electronically signing the Tenancy Agreement, the Landlord shall rely on the signature(s) as an unequivocal confirmation that the Tenant (and Guarantor if paying rent by instalments) has read, understands and agrees to be bound by its terms. The Tenant (and Guarantor if paying rent by instalments) should therefore satisfy themselves, jointly and individually, that this is indeed the case before signing. The Tenant (and Guarantor if paying rent by instalments) should be aware that they will be bound by the obligations in this Tenancy Agreement for the whole of the Tenancy Period (as defined above).

Until the Tenancy Agreement is electronically signed by all parties (including the guarantor where relevant) and completed in full, the Landlord reserves the right to withdraw the Tenant's provisional booking of the Room.

Tenancy Terms and Conditions

IT IS AGREED between the Landlord and the Tenant that the date on which this Agreement shall come into being is the date specified under the Property Managers' signature (on behalf of the Landlord) and references to the date of this Agreement in this document shall be construed accordingly.

The Landlord and the Property Manager are committed to abide by the rules of the National Code of Standards for Larger Developments.

The Tenant will be provided with the Development Welcome Guide upon registration.

1. DEFINITIONS AND INTERPRETATION OF THIS AGREEMENT

1.1. The following terms shall have the meanings set out below

International Student	means a national of a country who requires a visa to study in the UK.
Internet Usage Policy	means the policy published by the Landlord relating to the Development described by ASK4 in the Internet Services Agreement following registration for internet services and provided under the myaccount.ask4.com portal and as amended from time to time.
Inventory	means the list of Room Items and Shared Items and signed by the parties.
Prescribed Information	means the information required in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
Property Manager	means person or company responsible for letting and managing the Rooms, Flats and the Development.
Room Items	means those items defined in the Inventory under "Room Items".
Shared Areas	means the common parts of the Flats including (if any) the kitchen/living area, the common hallway to the Room, the store cupboard and any other areas designated as common parts.
Shared Items	means those items defined in the Inventory under "Shared Items".
Welcome Guide	means the guide published by the Landlord relating to the Development, as amended from time to time.
Working Day	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
Utilities	means organisations that maintain the infrastructure for services consumed or the services themselves (as the context so demands) including but not limited to gas, electricity, water, sewage and telephony.
Fair Utilities Usage Policy	means the policy or policies of the Landlord aimed at (a) ensuring that energy use in the Room is not excessive and is kept within reasonable and sensible limits commensurate with the usual activities of an average student and (b) in the case of

	heating stipulates that the Assumed Average Temperature for the Heating Period for a Room should not be exceeded.
Heating Period	means the period running from first October until twentieth April (both dates inclusive).
Assumed Average Temperature for the Heating Period	means twenty degrees centigrade (20°C).
Actual Average Temperature	means the average temperature for the [Room] calculated by adding each of the daily average room temperatures recorded during the Heating Period and dividing by 200 (being the number of days in the Heating Period).
Utilities Excess Charge	means an amount fairly and properly calculated by the Landlord and equal to the additional energy costs incurred by the Landlord for energy use which is in breach of paragraph (a) of the Fair Usage Policy or in the case of paragraph (b) of that policy, the additional energy costs incurred by the Landlord in heating a [Room] to an Actual Average Temperature in excess of the Assumed Average Temperature for the Heating Period.

1.2. In this Agreement, the terms on the cover page (the "Tenancy Letter") of this Agreement have the meanings set out next to them.

1.3. Text in italics set out in boxes in this Agreement is for guidance and information only and does not form part of this Agreement.

1.4. The term the "Landlord" includes not only the company named on the Tenancy Letter but also any other persons or companies who may legally succeed it.

1.5. The term "Property Manager" includes not only the company named on the cover page but also any other persons or companies who may legally succeed it.

1.6. Any reference to Tenancy refers to the tenancy created under this Agreement

1.7. The headings and punctuation in this Agreement are for convenience only and shall not be considered when interpreting this Agreement.

1.8. The rent payable under this Agreement accrues weekly in advance but unless paid in advance for administrative convenience it will be collected by way of the instalments specified in clause 3.1. The total rent for the Tenancy Period is the Total Rent specified on the cover page of this Agreement. This figure will include any discount for payment in advance or surcharge for payment by instalments.

1.9. Any provision of this Agreement which is held by any competent authority to be invalid, void, voidable unenforceable or unreasonable (in whole or in part) shall be deemed severable and the other provisions of this Agreement and the reminder of such provisions shall not be affected.

2. GRANT OF TENANCY

2.1. The Landlord lets the Room to the Tenant for the Tenancy Period together with the use of the Room Items and (together with other entitled) the Shared Items and those parts of the Flat designated for shared use.

2.2. This Agreement is intended to create an assured shorthold tenancy as defined under Part I Chapter II in the Housing Act 1988 which means that the provisions for the recovery of possession by the Landlord contained in the Housing Act 1988 (as amended by the Housing Act 1996) apply.

2.3. If this tenancy continues after the Tenancy Period under Section 5(2) Housing Act 1988, it will become a weekly periodic tenancy.

3. RENT AND OTHER CHARGES

The Tenant will:

3.1. Pay rent in the instalments set out in the Tenancy Letter.

3.2. Pay the Rent to the Landlord or as the Landlord directs at the times and in the manner specified (whether demanded or not).

3.3. Not reduce any payment of Rent by making a deduction from it or by setting any sum off against it for any reason.

3.4. Obtain and pay for any TV licence required. for any television (or other media device) that the Tenant owns and has in the Flat and/or Room.

3.5. Pay the following additional fees, (which are permitted to be charged to the Tenant, by the Landlord (or the Property Manager) under the Tenant Fees Act 2019), if they are demanded:

3.5.1. If rent is unpaid for more than 14 days, the Landlord (or the Property Manager) is entitled to charge the Tenant interest at 3% per annum above the Bank of England base rate, until the rent is paid. Interest will be charged on a daily basis.

3.5.2. The Tenant will be responsible for covering the reasonable costs for replacement of any lost keys or other security devices and for replacement of locks if they need to be changed. If any extra costs are incurred by the Landlord there will be a charge for reasonable and properly incurred costs including VAT and for the Landlord (or Property Manager's) time in replacing lost key(s) or other security device(s).

3.5.3. If the Tenant requests a variation to the terms of the tenancy agreement after it has been signed, which the Landlord accepts, the Landlord (or the Property Manager) is entitled to charge the Tenant a fee of £50 inclusive of VAT for each agreed variation.

3.5.4. If the Tenant makes a request to change the named Tenant in the tenancy agreement (by assignment, novation or otherwise), which the Landlord accepts, the Landlord (or the Property Manager) is entitled to charge the Tenant a fee of £50 inclusive of VAT or other reasonable expenses incurred in doing this, if these are higher than £50.

3.5.5. If the Tenant wishes to end the tenancy before the end of the Tenancy Period, which the Landlord accepts, the Tenant will be responsible for any reasonable costs of re-letting the Room, as well as all Rent due under the Tenancy Agreement until the start of any new replacement tenancy. These costs and rent combined will not be more than the total amount of remaining Rent due under the Tenancy.

4. DEPOSIT

4.1. The Deposit will be safeguarded under the terms of the Custodial Tenancy Deposit Scheme ("CTDS") operated by Computershare Investor Services plc under the name of the Deposit Protection Service "the DPS".

4.2. The Deposit amount (as defined) will be paid by the Tenant to the Property Manager acting on behalf of the Landlord at the same time as the First Payment.

4.3. Within 30 days of receiving the Deposit the Landlord (or the Property Manager) shall protect the Deposit in the CTDS and provide to the Tenant the Prescribed Information regarding the Deposit.

4.4. The Tenant will not be entitled to any interest payable on the Deposit money.

4.5. At the termination of this Agreement the Landlord will notify the Tenant of the amount it intends to claim from the Deposit ("the Deductions"), if any.

4.6. At the end of the Tenancy Period, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

4.6.1. pay any Rent which remains unpaid.

4.6.2. pay any damage, or compensation for damage, to the Room and Flat, its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear.

4.6.3. pay the reasonable costs incurred in compensating us for, or for rectifying or remedying any breach by the Tenant of their obligations under the Tenancy Agreement, including (but not limited to) those relating to the cleaning of the Accommodation (being the Development, Flat, Room), its fixtures and fittings, plus any charges incurred by us due to your failure to comply with the terms of this agreement, for example (but not limited to) the condition of the Accommodation any call out charges incurred by reason of your failure to allow our contractors access after an appointment date and time has been agreed with you and/or emergency and out of hours visits to the Development in respect of a problem caused by the Tenant.

4.6.4. pay any legal costs awarded to the Landlord (or the Property Manager) in legal proceedings brought against the Tenant in connection with his/her Tenancy of the Development, for example (but not limited to) any claims for possession.

4.7. The Landlord and Tenant will endeavour to agree the amount of any deductions and will present a joint Deposit form to the DPS. In the event of any dispute the DPS Alternative Dispute Resolution Service will be applied in relation to the sum in dispute.

5. THE GUARANTOR

The Guarantor:

5.1. Guarantees and undertakes to pay to the Landlord and/or the Property Manager from the date of this Agreement from time to time the Rent within TEN (10) Working Days of the receipt of a written demand from the Landlord or his agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it is due under this Agreement.

5.2. Shall pay and make good to the Landlord and/or the Property Manager on demand any losses, damage, costs and expenses of the Landlord and/or Property Manager which have been properly incurred as a result of the Tenant breaching the terms of the Tenancy Agreement. Any neglect or forbearance of the Landlord and/or the Property Manager in endeavouring to obtain payment of the Rent when it falls due and at any time which may be given to the Tenant by the Landlord and/or the Property Manager shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this Agreement.

5.3. The liability of the Guarantor under clause 5.1 and clause 5.2 shall continue until this Agreement comes to an end and the Tenant is released from the tenant covenants of this Agreement.

5.4. The liability of the Guarantor shall not be affected by:

5.4.1. any time or indulgence by the Landlord and/or the Property Manager to the Tenant; or

5.4.2. any delay or forbearance by the Landlord and/or the Property Manager in enforcing the payments of the Rent or the observance or performance of any of the tenant covenants of this Agreement; or

5.4.3. 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.

6. CARE OF THE ACCOMMODATION

The Tenant will:

6.1. Comply with the Landlord's registration policy. Registration may take place on the start date of this Agreement when the keys can be collected and signed for and other matters relating to registration can be dealt with. If the Tenant is unable to register on this date arrangements can be made for registration on another Working Day by notifying the Property Manager 24 hours in advance of the intended date and time of arrival, which should be between 10.00am and 4.00pm, to collect the keys and deal with other matters relating to registration.

Registration is an operational formality and failure by the Tenant to register or register on time does not change the Tenant's obligations under this Tenancy Agreement to pay the Rent for the whole of the Tenancy Period.

6.2. Inform the Property Manager in writing of any defects in the condition and state of repair of the Room, Flat, Development within 48 hours upon the collection of keys.

6.3. Accept that the Inventory is true and accurate in all respects and notify the Property Manager in writing that any items are missing from the Inventory or damaged within 48 hours upon the collection of keys.

6.4. Notify the Property Manager in writing or by email if intending to leave the Room for a period in excess of 14 consecutive days and will ensure that the Room is left securely locked, windows shut etc.

6.5. Not damage the Room or Room Items or items in the Flat or Shared Areas or Development and keep them in a clean and tidy condition and to pay a fair and reasonable proportion, as determined by the Property Manager acting reasonably and properly, of the expenses incurred by the Landlord in making good damage to the Room, Room Items, Flat, items in the Flat, Shared Items, Shared Areas or Development and/or replacing any fixture or fitting damaged therein which is caused by act or omission of the Tenant or any failure by the Tenant to observe or comply with his/her obligations under this Agreement. Unless there is sufficient evidence to the contrary, the expenses referred to in this clause shall be apportioned as if:

6.5.1. the Tenant caused all damage to the Room;

6.5.2. all of the tenants of the Flat jointly caused any damage to the communal areas of the Flat;

6.5.3. all Tenants entitled to use the common parts of the Development caused any damage to the common parts of the Development.

6.6. Not damage, mark or change the decorative finish of the Room or Shared Areas.

6.7. Jointly with the other occupiers keep the Shared Areas and Shared Items in a clean and tidy and hygienic state and dispose of rubbish in accordance with the Property Manager's instructions.

6.8. Not damage, litter, overload or obstruct the use of the Shared Areas or Shared Items.

6.9. Not cause or permit any damage to the Development.

6.10. Not remove any Room Item or Shared Items from the Flat without the Landlord's prior written permission.

6.11. Notify the Property Manager promptly of all other repairs and/or maintenance work which the Tenant considers necessary to the Room, Flat or Development.

6.12. Not attempt to carry out any repairs or maintenance works to any part of the Development.

6.13. Not tamper with or in any way adjust safety devices fitted to any windows in the Development.

The above clauses are required in the interest of Health and Safety. The Landlord or the Property Manager will arrange for any repairs and maintenance.

6.14. Not bring any of the following items into the Room, Flat or Development: upholstered furniture (such as sofas and armchairs), heating equipment or refrigeration equipment. The use of freestanding electric bar heaters, free standing electrical heaters, or any other type of free standing heating equipment is strictly prohibited. The use of desktop fridges for medical supplies must be requested in writing and granted in writing by the Property Manager.

The above clause is required in the interests of fire and safety for all the occupiers of the Development

6.15. Not bring into the Development any electrical equipment which is not in good condition, not properly maintained and is not fit for purpose and in the case of all equipment to ensure that it complies with the Electrical Equipment (Safety) Regulations 2016 and carries the "CE" mark.

6.16. Not mark or label any keys (or other relevant security devices) and to report the loss of them immediately to the Property Manager.

This clause is to cover the circumstance where if keys etc. are lost, they cannot be identified with the Development, Flat or Room to which they belong. Tenants who label keys which identify the Development and are then lost will incur costs of changing all relevant locks in the Development on accordance with clause 3.5.2.

6.17. Take all reasonable steps to ensure that the Room and the Flat are kept secure from the intrusion of unauthorised persons (for example keeping the door to the Flat closed and shutting/locking windows and doors when the Tenant is out).

6.18. To comply with the Internet Usage Policy. The Property Manager reserves the right to terminate such service without compensation for breach of that policy.

6.19. The Tenant shall send the Property Manager a copy of any notice or other communication affecting the Development within seven days of receipt and shall not take any action regarding such notices or communications without prior written consent of the Property Manager.

6.20. Comply with all regulations issued with regards to environmental efficiency and protection measures including the following measures with regards to water managements:

- compliance with any waste management, recycling, energy conservation, or water conservation programs implemented by the Property Manager;
- promptly notify the Property Manager of any problems with hot water, air conditioning, or heating systems;
- not to tamper with established temperature setpoints of hot water, air conditioning, and heating systems;
- turn off lights and electronics when leaving the Development-for extended periods;
- follow recycling and composting programs including the properly sorting of waste into onsite facilities
- properly ventilate the Room and notify the Property Manager of any non-working fans; and

- promptly report to the Property Manager any plumbing leaks, dripping fixtures, or running toilets

6.21. The Tenant acknowledges that the Rent payable to the Landlord under this Tenancy Agreement includes an energy usage component and has been set (in the case of energy consumed for heating the Room) on the assumption that the Actual Average Temperature will not exceed the Assumed Average Temperature for the Heating Period.

6.22. The Tenant acknowledges that the Landlord has installed monitoring equipment in the Room that will measure the temperature in the Room to allow the Actual Average Temperature to be calculated for the Room during the Heating Period.

6.23. The Tenant agrees to comply with the Fair Usage Policy.

6.24. In the event that the Tenant is in breach of the Fair Usage Policy, the Landlord shall have the right to require the Tenant to pay a Utilities Excess Charge.

6.25. The Tenant shall pay any Utilities Excess Charge levied within 14 days of receiving a written demand for payment, together with details of how the Landlord has calculated the Utilities Excess Charge.

6.26. The Landlord shall use reasonable endeavours to notify the Tenant in the event that its monitoring indicates that the Tenant is likely to exceed the Assumed Average Temperature for the Heating Period.

6.27. To the extent the application of this Fair Utilities Usage Policy requires the processing of personal data, the provisions of clause 17 shall apply to such processing.

7. PROPER CONDUCT FOR COMMUNAL LIVING

The Tenant will:

7.1. Use the Room and the Shared Areas for his/her own private residential purposes only.

7.2. Not allow any other person to reside there. Tenants can allow guests to visit the Development and overnight stays by guests are permitted (maximum of one guest per night with a maximum of 3 nights stay) subject to advance notification being given to the Property Manager and the Property Manager providing prior consent. If guests stay longer than 3 nights they will be asked to leave, you may incur a charge, and you may be liable for Council Tax charges if they are not a student.

7.3. Not cause any noise which is audible outside of the Room/Flat in which it is made.

7.4. Not cause any disturbance distress annoyance or damage to any other occupiers of the Development or their property.

7.5. In co-operation with the tenants for the time being of other parts of the Development, keep clean and tidy and clear of rubbish the parts of the Development which the Tenant is entitled to use in common with others and to pay to the Landlord on demand any additional cost for cleaning or clearing of these areas arising from breach of this obligation by the Tenant or his/her visitors or to pay a proportionate share as determined by the Property Manager. Also, to ensure that any items deemed recyclable by the relevant Local Authority are disposed of in accordance with its policy.

7.6. Not tamper with, misuse or damage any equipment or other things in the Development which are provided by the Landlord or the Property Manager in the interests of health and safety of persons in the Development (including but not limited to fire prevention firefighting equipment, fire alarm equipment including smoke alarms, control equipment and fire doors).

7.7. Comply (and ensure that visitors comply) with all Landlord's regulations for the orderly evacuation of the Development in the event of a relevant incident.

7.8. Not set off a fire alarm at the Development without due cause resulting in attendance of the emergency fire services or the evacuation of the Development and in the event that the Tenant breaches its obligation under this clause the Tenant shall pay on written demand a reasonable sum to cover any proper costs incurred by the Landlord. If the Tenant

responsible cannot be identified, then this fee will be split amongst the smallest number of Tenants that the Property Manager in its absolute discretion shall decide.

7.9. Not prepare or cook food anywhere other than the kitchen in the Flat and not to keep or use any deep fat frying equipment anywhere in the Flat.

7.10. Not keep or use candles or other devices with naked flames anywhere in the Development.

7.11. Comply with any policies, procedures and regulations issued from time to time by the Landlord and/or the Property Manager in connection with the use of the Shared Areas and/or Shared Items and conduct in the Development generally (including but not limited to privacy, insurance and health and safety requirements).

7.12. Not affix any notice, poster or similar article anywhere in the Development except on the notice boards (if any) provided making good any damage or paying the Landlord's reasonable costs for failure to comply.

7.13. Comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Room/Flat and general conduct in the Development.

7.14. Not sub-let or assign the whole (or any part) of the Room and/or Flat, or any of the Tenant's rights under this Agreement nor part with possession or share occupation of the Room without the prior written consent of the Property Manager or the Landlord and where such written consent is given enter into such agreements as the Landlord shall reasonably decide and for which there will be a maximum administration fee of £50. If the Landlord and/or Property Manager has strong cause to suspect there has been a breach this clause, the Property Manager on behalf of the Landlord has the right to enter the Room and/or Flat without prior notice to confirm such a breach has occurred.

Sub-letting means renting the Room to another person or persons. Assigning means transferring rights under this Agreement to another person or persons.

7.15. Use best endeavours to ensure that his/her visitors comply with clauses 6 and 7 of this Agreement headed "Care of the Accommodation" and "Proper Conduct for Communal Living" and any reasonable policies, procedures and regulations issued from time to time by the Landlord and/or the Property Manager. The Tenant further agrees that that they will be responsible for the conduct of such visitors.

7.16. Attend any fire training sessions arranged by the Landlord and/or Property Manager.

7.17. Not smoke in any part of the Development. This includes the use of electronic cigarettes, vaping devices or shisha pipes.

7.18. Not bring into or allow to be stored or kept or used within the Room, Flat or Development and to report to the Property Manager immediately on becoming aware of the presence and/or use of:

7.18.1. any liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heaters, cookers, candles or other naked flame devices or consumables.

7.18.2. any firearms, knives (other than domestic kitchen knives) or any weapons of any kind including any replicas;

7.18.3. any drugs the possession of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);

7.19. Not keep pets at the dwelling. If you suffer from serious visual impairment and require guide dog support, you must request the Landlord's prior consent (which cannot be unreasonably withheld or delayed).

7.20. Not commit any form of harassment on the grounds of race, religion, sex or disability or any other grounds whatsoever to any other tenant or visitor of the Development or to any owner or occupier of any neighbouring property.

7.21. Not to alter or add to the Room, Flat or Development nor re-decorate any part of it nor allow anyone else to do so.

7.22. Not use the Room, Flat or Development or any part of the Development for any of the following, nor allow anyone else to do so:

7.22.1. activities which are dangerous, offensive, noisome (including the playing of loud music at any time) illegal or immoral or which are or may become (in the Property Manager's reasonable opinion) a nuisance or annoyance or a breach of privacy to the Landlord or the other tenants of the Development or any other person;

7.22.3. the running of a trade, profession or business including using the address of the Room, Flat or Development for the issue of circulars or business announcements.

7.23. Not to act or fail to act in any way which will or may result in any policy of insurance against damage by fire or other insured risk effected on the Development by the Landlord becoming void or voidable or whereby the premium therein may be increased.

7.24. Not install any wireless or television pole, aerial, satellite dish or apparatus on any external face of the Development.

7.25. Not abuse, threaten, harass or commit any violence against the Landlord, its officers or employees, or the Property Manager's officers or employees, or any contractors or other visitors to the Development.

7.26. Not expose or allow to be hung any laundry washing or other items so as to be visible from outside the Rooms and/or Flats and not dry clothes on the storage heaters.

7.27. Not allow to be hung any flags, banners or notices so as to be visible within the Development (including but not limited to outside the Rooms or the Flats).

7.28. Not to obstruct any means of access to or within the Development.

7.29. Not to keep or store any bicycle within the Room, Flat or shared communal area.

7.30. Not bring electric scooters into the development.

7.31. To comply with all written notices and/or regulations issued by the Landlord and/or the Property Manager in relation to the use of vehicles by the Tenant at the Development. Failure to comply may result in termination of this Agreement.

7.32. Not without the Property Manager's prior consent (which cannot be unreasonably withheld or delayed) bring any guest / visitor operating in a commercial capacity onto the Development.

7.33. Not to use a car or motorbike in conjunction with his/her occupation of the Room or the Flat except at the beginning and end of each academic term for the purpose of loading and unloading belongings or in emergency or exceptional circumstances.

8. ACCESS BY THE LANDLORD

The Tenant must permit the Landlord and/or Property Manager with any necessary contractors and equipment to enter the Flat and the Room at all reasonable times upon 24 hours' prior notice, or in the event of an emergency at any times without notice causing as little inconvenience to the Tenant as reasonably practicable:

8.1. To carry out the services required under this Agreement.

8.2. To show the accommodation to prospective tenants.

8.3. To examine the state and condition of the Flat and the Room and the Shared Items.

8.4. To carry out any repairs that are reasonably necessary pursuant to the Landlord and/or Property Manager's responsibilities under this Agreement or by statute.

8.5. To carry out repairs to the Flat and the Room or the Development that can only be carried out by having access to the Flat and the Room or for any other reasonable purpose in connection with the management of the Development.

9. ALTERNATIVE ACCOMMODATION

The Landlord reserves the right during the Tenancy Period to move the Tenant to or provide temporary alternative accommodation instead of the Room (which may be in a hotel) for the following reasons:

- Carrying out works (including repairs and improvements) to the Room and/or the Flat and/or the Development (where it is not, in the Landlord's reasonable opinion, practicable for the Tenant to occupy the Room);
- If the Landlord reasonably considers it necessary or desirable for the better management of the Development;
- If the Landlord reasonably considers that the Room and/or the Flat and/or the Development are not ready for or suitable for occupation (whether due to the late completion of construction or other works or otherwise).

PROVIDED THAT:

9.1. The Tenant is given reasonable notice (except in an emergency); and

9.2. The Landlord will use its reasonable efforts to ensure that the alternative accommodation is as close as reasonably possible to the Development and the following provisions are made as a minimum to ensure that the Tenant is not disadvantaged:

- If the alternative accommodation does not have access to appropriate self-catering facilities then a reasonable meal allowance will be provided;
- If time spent in the alternative accommodation exceeds more than 14 days, and no laundry facilities are provided, the provider will pay for laundry costs that are reasonably and properly incurred (subject to any reasonable expenses limits set by the Landlord);
- When the Tenant transfers from the alternative accommodation to the Room, an appropriate removal service will be provided to move the Tenant's belongings or appropriate removal costs will be reimbursed against submitted receipts;
- Additional out-of-pocket expenses reasonably and properly incurred by the Tenant as a direct result of taking up the alternative accommodation will be reimbursed against submitted invoices (subject to any reasonable expenses limits set by the Landlord);
- Where the Tenant's original offer included access to WiFi, a similar service should be supplied to them within the alternative accommodation free of charge or the cost of such service will be reimbursed (subject to any reasonable expenses limits set by the Landlord); and

9.3. The Tenant will occupy the alternative accommodation on the terms of this Agreement, including the Rent payable.

10. AT THE END OF THIS AGREEMENT

When this Agreement comes to an end (however that may be) or on the Tenant's deciding to vacate the Room if before the end of the Tenancy Period the Tenant will:

10.1. Vacate the Room and remove all of his/her belongings from the Development and leave the Room and the Room Items in the same clean state and condition as they were at the beginning of the Tenancy Period. If the Tenant fails to remove any of his/her property from the Development within seven days after this Agreement coming to an end then the Landlord may sell such property being under no duty of care towards such property and reserving the right to dispose of such property as it thinks fit and without liability to the Tenant in so doing and the Tenant will indemnify the Landlord against any liability to any third party whose property is sold by the Landlord in the mistaken belief that such property belonged to the Tenant. If after 6 months, the sale proceeds have not been claimed by the Tenant the Landlord shall be entitled to keep them absolutely.

10.2. Jointly with the other occupiers ensure that the Shared Areas and Shared Items are left in the same clean state and condition as they were at the start of the Tenancy Period.

10.3. Ensure that any Room Items or Shared Items which have been moved during the Tenancy Period are returned to the rooms or places they were in at the start of the Tenancy Period.

10.4. Give to the Property Manager all relevant keys, door entry fobs and bollard keys (and any other relevant security devices) and for any such item(s) not returned the Tenant will pay to the Landlord or the Property Manager the fees or charges as set out in clause 3.5.2.

10.5. The termination or surrender of this Agreement does not cancel any outstanding obligation which the Tenant owes the Landlord.

11. COSTS RELATED TO BREACHES OF THIS AGREEMENT OR RECOVERING POSSESSION

11.1. Within 7 days of written demand the Tenant shall reimburse the Landlord and/or the Property Manager for any reasonable and proper costs and expenses (which must be reasonable both in amount and in nature) which the Landlord or the Property Manager has incurred, where the Tenant has not carried out their responsibilities under this Agreement. The Landlord and/or the Property Manager is within its rights to recover any of these amounts from the Deposit and/or by any claims against the Tenant via a Court or Tribunal.

11.2. If the Landlord or the Property Manager (acting reasonably) considers that the Tenant is jointly responsible (i.e. together with others) for a breach of this Agreement, then the Tenant shall bear a proportion of the reasonable and proper costs and expenses incurred in accordance with clause 11.1. The proportion will be determined by the Landlord or the Property Manager absolutely but acting reasonably and the Tenant shall reimburse the Landlord or the Property Manager (as applicable) for such cost within 7 days of the written demand.

11.3. If the Landlord commences court proceedings against the Tenant due to any breach of this Agreement by the Tenant, the Landlord is within its rights to request the Court to award any reasonable damages for losses it incurs and also any costs which the Landlord and/or the Property Manager incurs in connection with any such breach.

12. LANDLORD'S RIGHTS TO END THE TENANCY BEFORE THE EXPIRY OF THE FIXED TENANCY PERIOD

A Court may order you to leave the Development before the end of the Tenancy Period if any of the following happens:

12.1. You have not paid Rent or other money due under this Agreement within 14 days after it is legally due; or

12.2. You or anyone acting on your behalf provided references which are false or misleading; or

12.3. You become bankrupt, your belongings are seized by bailiffs or you enter into a voluntary arrangement with the people that you owe money to; or

12.4. You break any condition of this Agreement; or

12.5. You leave the Room/Flat empty for more than 28 days (without our permission) or it seems that you have abandoned the Development

If any of these things happen, we have the right to enter the Room/Flat after bailiffs evict you following a Court Order for possession. We will start the process by sending you a notice in line with the procedure set out in section 8 of the Housing Act 1988. We may only enter the Room/Flat and take possession if a Court Order allows us to do this.

During the Tenancy Period, the Landlord can rely on Grounds 2, 7A, 8, 10-15 (inclusive) and 17 in Schedule 2 to the Housing Act 1988 to end this tenancy.

13. TENANT'S STUDENT STATUS

13.1. The Tenant warrants to the Landlord that they

13.1.1. are a student registered with a University as a full time student on a course which is for a duration of at least one academic year; and

13.1.2. if the student is an International Student, they have a valid student visa to study in the UK throughout the term of the Tenancy Agreement.

13.2. In the event that the Tenant at any point during the Tenancy Period (i) is no longer a student with a University, (ii) no longer holds a valid student visa to study in the UK or (iii) is otherwise removed from their course, then the Tenant will notify the Property Manager (Acting on behalf of the Landlord) within one week. The Landlord shall be entitled to terminate the Tenancy Agreement without any penalty and with immediate effect.

13.3. If the Tenant ceases to be a student but continues to live in the Room/Flat, then the Tenant will continue to be responsible for the payment of Rent and any Council Tax due to the Local Authority from the Tenant and will within 7 days of written demand reimburse and indemnify the Landlord in respect of any Council Tax payable by the Landlord as a result of the Tenant's continued occupation of the Room and/or the Flat.

Whilst the Tenant is a student, they do not trigger a Council Tax Charge. If the Tenant ceases to be a student and continues living in the Development this may trigger a Council Tax charge for the whole Flat. The Landlord expects the Tenant to be responsible for this and any other Council Tax consequences of ceasing to be a student.

14. LANDLORD'S OBLIGATIONS

The Landlord agrees to:

14.1. Allow the Tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference.

14.2. Carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985 (if applicable to the Tenancy).

Section 11 of the Landlord and Tenant Act 1985 (where applicable) imposes certain liabilities on the Landlord in connection with the structure and exterior parts as well as plumbing sanitary conveniences and installations such as electrical wiring and gas piping.

14.3. Comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and any subsequent amendments.

14.4. Take all reasonable steps to ensure continuity of the Utilities, provided that the Landlord is not responsible for any failure or interruption of the Utilities.

14.5. Insure the Development and any of the property belonging to the Landlord, but for the avoidance of doubt the Landlord has no liability to insure and accepts no liability for loss or damage to the Tenant's personal possessions howsoever caused.

14.6. At the start of the Tenancy Period equip the Room with the Room Items and the Shared Areas with the Shared Items.

The Landlord does not provide anything other than the Room Items and the Shared Items

15. NOTICES

15.1. Any notice or document to be served by either party in relation to this Agreement shall be deemed to have been validly and sufficiently served if in writing and delivered to the receiving party's address or last known address by hand or sent by first class post or recorded or special delivery and any such notice or document shall be deemed to have been served one working day after the date of posting save that where hand delivered prior to 5.00 pm it shall be deemed to have been served on that working day.

15.2. The Landlord notifies the Tenant that in accordance with Section 48 of the Landlord and Tenant Act 1987, the Tenant should serve any notices (including notices in proceedings) on the Landlord at the Landlord's Address shown on the first page of this Agreement.

15.3. All notices under this Agreement must be in writing. Notice served by facsimile transmission or by electronic mail alone is not sufficient.

16. REPOSSESSION

16.1. The Landlord may end this Tenancy Agreement by giving the Tenant at least two months' notice in writing in accordance with section 21 of the Housing Act 1988. If the Tenant does not give up possession in accordance with the notice the Landlord may make a claim via the Court to repossess the Room.

16.2. The Landlord gives notice to the Tenant that possession of the Room may be sought under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 in that:

16.2.1. The Development (including the Room) is 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 Room for the purpose of disposing of it in exercise of that power and a Court is satisfied that is it equitable to do so.

16.2.2. For the purpose of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

16.2.3. The Landlord reserves the right to re-enter the Room, if Ground 2 as set out in Part 1 of Schedule 2 of the Housing Act 1988 applies.

17. DATA PROTECTION

17.1. In order to administer your Tenancy Agreement we need to use your personal information and personal information relating to your Guarantor (if paying rent by instalments). To find out more about how we use and share your personal information please refer to our Privacy Policy, as published at: <https://www.primestudentliving.com/privacy-cookie-policy/> or you can make a written request for a hard copy to the Landlord's Address shown on the first page of this Agreement. The Privacy Policy also provides information about your rights in relation to your personal information and how you can exercise them.

18. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed and construed in accordance with the Law of England and Wales.

The Deposit Protection Service – Custodial Scheme
The home of Deposit protection

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS*

NOTE: The Landlord must supply the Tenant with the Prescribed Information regarding any tenancy Deposit required to be dealt with under the custodial tenancy Deposit scheme.

To: #FName# #SName#

(please inform us separately by email of the full name of any additional tenants to the lead Tenant above)

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy Deposit is:

The Deposit Protection Service (The DPS)

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Telephone No. 0330 303 0030

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com

2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

See DPS Terms and Conditions

3. Information on the procedures applying for the release of the security Deposit at the end of the tenancy.

See Tenancy Terms and Conditions

4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.

See Tenancy Terms and Conditions

5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the Deposit.

See Tenancy Terms and Conditions

6. The facilities available under the Scheme for enabling a dispute relating to the Deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See DPS Terms and Conditions

* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

7. Tenancy specific information

(a) *Amount of Deposit paid:* #TenancyDeposit#

(b) *Address of Development to which the tenancy relates:* #ApartmentNo#/#RoomNo#, #ComplexLandlordEmail#, #ComplexAddress#

(c) *Name, address and details of Landlord:*

#ComplexLandlordName#, #ComplexLandlordAddress#

(d) *Name, address and contact details of the Tenant(s) (in the case of joint tenants please contact us separately by email to provide this information for all tenants).*

#FName# #SName#

#HomeAddress#

Contact address to be used by The Landlord at the end of the tenancy:

#HomeAddress#

(e) *If the name and address of the person making the payment is not the Tenant please contact us separately by email to provide the information below for any Third Party making the payment:*

Name:

Address:

Telephone number(s):

Email address(es):

(f) Circumstances when all or any part of the Deposit may be retained by the Landlord: Refer to the following Clause(s):
Clauses 4.1-4.7 of the Tenancy Agreement:

We (being the Landlord) certify that –

- (i) The information provided is accurate to the best of my/our knowledge and belief
- (ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

NOTES

- (1) The Tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead Tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the DPS Terms and Conditions.
- (2) It is the Tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

Each party agrees to sign this agreement by electronic signatures by clicking on the tick box and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by each party's manuscript signature.

In signing the Tenancy Agreement, the Guarantor specifically acknowledges and confirms that they may become liable to the Landlord and/or the Property Manager for the payment of all monies payable by the Tenant under the Tenancy Agreement and shall be responsible for all breaches of the Tenancy Agreement.

Signed on behalf of the Landlord by Prime Student Living Limited, duly authorised by the Landlord: #PSLASTSignature#

Date of signing: #AgreementDate#

(Tenant signature added)

(Guarantor signature added if applicable)

Each party agrees to sign this agreement by electronic signatures by clicking on the tick box and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by each party's manuscript signature.